Agenda

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, October 14, 2025
6:15 PM

Welcome to the Prosper Town Council Meeting.

Citizens may watch the meeting live by using the following link: www.prospertx.gov/livemeetings

Addressing the Town Council:

Those wishing to address the Town Council 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 Town Council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to members of the Town Council. Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while addressing the Town Council 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 Town Council during that session. Disruption of a public meeting could constitute a violation of Section 42.05 of the Texas Penal Code.

Call to Order/ Roll Call.

Invocation, Pledge of Allegiance and Pledge to the Texas Flag.

Announcements of recent and upcoming events.

CONSENT AGENDA:
Items placed on the Consent Agenda are considered routine in nature and non-controversial. The Consent Agenda can be acted upon in one motion. Items may be removed from the Consent Agenda by the request of Council Members or staff.

1. Consider and act upon the minutes of the September 16, 2025, Town Council Regular meeting. (MLS)

2. Consider and act upon the minutes of the September 23, 2025, Town Council Work Session meeting. (MLS)

3. Consider and act upon the minutes of the September 23, 2025, Town Council Regular meeting. (MLS)

4. Consider and act upon a Resolution calling the remaining portion of the Town of Prosper, Texas, General Obligation Refunding and Improvement Bonds, Series 2014 for Redemption Prior to Maturity; and Enacting Other Provisions Relating to the Subject. (CL)

5. Consider and act upon a Resolution to deny the application of Oncor Electric Delivery Company LLC to change rates within the Town. (MLS)

6. Consider and act upon authorizing the Town Manager to execute an agreement regarding the Police Department's (PD) Analytics and Management Platform for the purchase of public safety technology enhancements. (DK/SB)

7. Consider and act upon approving the purchase of meter transmission units (MTUs) from Aclara Technologies, LLC, for $175,921.20 for the use with water meters. (CJ)

8. Consider and act upon an annual fixed-price agreement for the purchase of Hydrogen Sulfide Odor Control Technology for the Town's wastewater system, at the unit prices guaranteed, from Helix Laboratories, Inc., a sole source provider. (CJ)

9. Consider and act upon authorizing the Town Manager to execute a five-year contract renewal for $370,198 between the Town of Prosper and Tyler Technologies for the Enterprise Permitting and Licensing software. (LJ)

10. Consider and act upon an ordinance to amend the uses and conceptual layout of a portion of Subdistrict 2 and Subdistrict 3 of Planned Development-67, consisting of 258.3± acres on the west side of Preston Road between US 380 (University Drive) and First Street. (ZONE-24-0012) (DH)

11. Consider and act upon authorizing the Town Manager to execute a Development Agreement between 289 (Preston) & 380, LP, 183 Land Corporation, GOP #3 LLC, and GOP Multifamily LLC and the Town of Prosper relative to Subdistricts 2 and 3 of the Gates of Prosper. (DH)

12. Consider and act upon a request for the removal of a historic tree at 591 Harrison Lane. (DH)

13. **[TABLED TO NOVEMBER 11]** Conduct a Public Hearing and consider and act upon a request to rezone 61.7± acres from Agricultural and Planned Development-71 to a Planned Development allowing for Mixed-Use Development, located on the south side of First Street and 1,550± feet east of Legacy Drive. (ZONE-24-0025) (DH) *Town Staff has requested this item to be tabled.*

14. Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on Preliminary Site Plans and Site Plans. (DH)

CITIZEN COMMENTS

The public is invited to address the Council on any topic. However, the Council 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 the Town Secretary prior to the meeting. Please limit your comments to three minutes. If multiple individuals wish to speak on a topic, they may yield their three minutes to one individual appointed to speak on their behalf. All individuals yielding their time must be present at the meeting, and the appointed individual will be limited to a total of 15 minutes.

REGULAR AGENDA:

Pursuant to Section 551.007 of the Texas Government Code, individuals wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. [If you wish to address the Council, please fill out a "Public Comment Request Form" and present it to the Town Secretary, preferably before the meeting begins.]

Items for Individual Consideration:

15. Conduct a Public Hearing and consider and act upon a request to rezone 373.5± acres from Agricultural to a Planned Development allowing for both Single-Family and Age-Restricted Single-Family Residences, located on the south side of Parvin Road and 2,070± feet east of FM 1385. (ZONE-24-0022) (DH)

16. Consider and act upon authorizing the Town Manager to execute Change Order No. 4 to Dean Construction, and Professional Services Agreement amendments for Dunaway Associates, LLC, and Peak Program Value, LLC, for Raymond Community Park, in the amount of $613,160. (DB)

17. Receive an update on the safety concerns and enforcement efforts regarding E-Motorcycles and E-Bikes. (DK)

18. Discussion regarding the 2026 Special Events Calendar. (KS)

19. Discuss and consider Town Council Subcommittee reports. (DFB)

Possibly direct Town staff to schedule topic(s) for discussion at a future meeting.

EXECUTIVE SESSION:

Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

Section 551.087 – To discuss and consider economic development incentives and all matters incident and related thereto.

Section 551.072 – To discuss and consider the purchase, exchange, lease, or value of real property for municipal purposes and all matters incident and related thereto.

Section 551.074 – To discuss and consider personnel matters and all matters incident and related thereto.

Section 551.074 - To discuss appointments to the Board of Adjustment/Construction Board of Appeals, Parks & Recreation Board, Library Board, Prosper Economic Development Corporation Board, Planning & Zoning Commission, Community Engagement Committee, and the Downtown Advisory Committee, and all matters incident and related thereto.

Section 551.071 – Consultation with the Town Attorney to discuss legal issues associated with any work session or regular agenda item.

Reconvene in Regular Session and take any action necessary as a result of the Closed Session.

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 Wednesday, October 8, 2025, and remained so posted at least three (3) business days 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 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 Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, September 16, 2025

Call to Order/ Roll Call.

The meeting was called to order at 6:15 p.m.

Council Members Present:
Mayor David F. Bristol
Mayor Pro-Tem Amy Bartley
Deputy Mayor Pro-Tem Chris Kern
Councilmember Marcus E. Ray
Councilmember Craig Andres
Councilmember Jeff Hodges
Councilmember Cameron Reeves

Staff Members Present:
Mario Canizares, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Hulon Webb, Director of Engineering
Brady Cudd, Building Official
Carrie Jones, Public Works Director
Tony Luton, Human Resources Director
Dan Baker, Parks and Recreation Director
Chris Landrum, Finance Director
Colin Ashby, Budget Officer & Grants Administrator
David Hoover, Development Services Director
Suzanne Porter, Planning Manager
Muya Mwangi, Help Desk Technician I
Todd Rice, Communications Director
Leigh Johnson, IT Director
Doug Kowalski, Police Chief
Tom Davis, Assistant Police Chief
Stuart Blasingame, Fire Chief

DRAFT

Invocation, Pledge of Allegiance and Pledge to the Texas Flag.
Jason McConnell with Prosper United Methodist Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.
Councilmember Reeves made the following announcements:

The Prosper Economic Development Corporation is hosting the next Prosper Exchange on Monday, September 22 at 6:00 p.m. The topic “The Exponential Growth of North Texas” will look at the region’s growth and what it means for Prosper. There is no fee to attend, but residents are asked to register by visiting www.prosperedc.com.

Join us for "Celebrate Prosper" on Saturday, October 4 at Frontier Park from 4:00 to 8:00 p.m. This free family event is jam-packed with live entertainment, a friendly petting zoo and nonstop action in the Kid Zone with inflatables, face painting, balloon animals, and bubbles. There will also be more food trucks than ever. Stop by the Community Exhibits to meet local businesses and nonprofit organizations sharing information, resources and giveaways. For more information, visit www.prospertx.gov/specialevents.

National Night Out will be held on Tuesday, October 7 from 6 pm to 9 pm. Prosper PD, Prosper ISD PD, Prosper Fire Rescue, and First Responder Volunteers will be driving to neighborhoods that want to participate. Visit prospertx.gov for more information including how to register your neighborhood to host a block party.

Join the Town for its annual Arbor Day Celebration on Friday, November 7, from 5:00 to 6:00 p.m. at Tanner's Park. The Parks Operations staff will demonstrate proper planting techniques, plant care, and feeding. Learn more at www.prospertx.gov/specialevents.

The Prosper Veterans Day Honor Run will take place on Saturday, November 8 from 8 to 11 a.m. at Frontier Park, with a 10K, 5K and Fun Run. This family-friendly event welcomes participants of all ages and abilities. For more information including how to register, visit www.prospertx.gov/specialevents.

Mayor Bristol encouraged citizens to attend the EDC Prosper Exchange and participate in the Veteran's Day Honor Run.

Presentations.

1. **Proclamation declaring September 17-23, 2025, as Constitution Week. (MLS)**

   Mayor Bristol read and presented Proclamation to members of the Shawnee Trail Chapter Daughters of the Revolution.

2. **Recognize members of the Prosper Police Department for recent life-saving awards. (DK**)

   Chief Kowalski recognized Officer Carlos Riojas and Maria Neives for their recent life-saving efforts.

CONSENT AGENDA:

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

3. **Consider and act upon the minutes of the August 19, 2025, Town Council Special Meeting. (MLS)**

4. **Consider and act upon the minutes of the August 26, 2025, Town Council Work Session meeting. (MLS)**

5. **Consider and act upon the minutes of the August 26, 2025, Town Council Regular meeting. (MLS)**

6. **Consider and act upon a Resolution 2025-43 designating The Frisco Enterprise as the official newspaper of the Town of Prosper and The Dallas Morning News as an alternative advertising source for FY 2025-2026. (MLS)**

DRAFT

7. **Consider and act upon an Ordinance 2025-44 amending Division 2, "Library Board," of Article 1.04, "Boards, Commissions, and Committees" within Chapter 1 of the Town's Code of Ordinances by amending Section 1.04.032, "Number of Members." (MLS)**

8. **Consider and act upon an Ordinance 2025-45 repealing Section 4.02.031, "Permit Required; Fee," of Division 2, "Permits and Licenses," of Article 4.02, "Alcoholic Beverages," of Chapter 4, "Business Regulations," of the Town's Code of Ordinances. (MLS)**

9. **Consider and act upon adopting the FY 2025-2026 Prosper Economic Development Corporation Budget. (SB)**

10. **Consider and act upon awarding RFP No. 2025-16-A for ASO Medical, Pharmacy Benefits Manager, and Insurance Benefits to Lincoln for Life/AD&D coverage, Symetra Life for Short-Term & Long-Term Disability, UMR/OptumRx for Medical/Pharmacy and authorizing the Town Manager to execute all documents for the same. (TL)**

11. **Consider and act upon authorizing the Town Manager to enter into an agreement with DynaTen Comfort Systems for the replacement of one rooftop air conditioning unit at Town Hall in the amount of $61,933. (CE)**

12. **Consider and act upon authorizing the Town Manager to enter into an agreement with WOPAC Construction, Inc., to install an underground drainage system in the north parking lot of Town Hall in the amount of $237,358.44. (CE)**

13. **Consider and act upon the approval of a Purchase Order for vehicle equipment and installation in six (6) 2025 Chevrolet Tahoe's (FY25 VERF Replacement) from DANA Safety Supply, Inc. utilizing BuyBoard Contract #698-23 in the amount of $153,887. (DK)**

14. **Consider and act upon a request for a Waiver for Lot Frontage on Teel 380 Addition, Block A, Lot 7, located on the northwest corner of Teel Parkway and University Drive (US 380). (WAIV-25-0004) (DH)**

15. **[TABLED TO OCTOBER 14] Conduct a Public Hearing and consider and act upon a request to rezone 373.5± acres from Agricultural to a Planned Development allowing for both Single-Family and Age-Restricted Single-Family Residences, located on the south side of Parvin Road and 2,070± feet east of FM 1385. (ZONE-24-0022) (DH)** ***The applicant has requested this item to be tabled.***

16. **[TABLED TO OCTOBER 14] Conduct a Public Hearing and consider and act upon a request to amend the Future Land Use Plan from Medium Density Residential to High Density Residential, on 191.7± acres, located on the south side of Parvin Road and 2,070± feet east of FM 1385. (COMP-24-0002) (DH)** ***The applicant has requested this item to be tabled.***

17. **Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on Preliminary Site Plans and Site Plans. (DH)**

DRAFT

Mayor Pro-Tem Bartley requested to pull item 9.

Councilmember Reeves requested to pull item 10.

Mayor Pro-Tem Bartley made a motion to approve consent agenda items 3 through 8, and 11 through 17. Councilmember Ray seconded the motion. Motion carried unanimously.

Regarding item 9, Mayor Pro-Tem Bartley indicated that the Prosper EDC approved their FY 2025-2026 Budget at their August 25, 2025, meeting. However, their Bylaws indicate they should be presented to the Council prior to August 1. Mayor Bristol indicated that the EDC Board of Directors agreed and will be done earlier next year according to the Bylaws.

Mayor Pro-Tem Bartley made a motion to approve item 9. Councilmember Reeves seconded the motion. Motion carried unanimously.

Councilmember Reeves left the dais.

Regarding item 10, Council had no comments or questions.

Councilmember Ray made a motion to approve item 10. Councilmember Hodges seconded the motion. Motion carried with a 6-0 vote.

CITIZEN COMMENTS

Harper Buster, granddaughter of Mayor Bristol, expressed her affection for her grandfather.

Items for Individual Consideration:

18. Consider and act upon Ordinance 2025-46 amending Water and Wastewater Rates. (CL)

Mr. Landrum presented the item with an overview of the current and proposed rates along with a rate comparison from previous years.

The Council commented on the cost absorbed by the Town and asked how it would be communicated to the residents.

Councilmember Ray made a motion to approve Ordinance 2025-46 amending the Water and Wastewater rates effective October 15, 2025. Mayor Pro-Tem Bartley seconded the motion. Motion approved unanimously.

19. Consider and act upon Ordinance 2025-47 amending Appendix A, "Fee Schedule," of the Town's Code of Ordinances. (CL)

Mr. Landrum presented the item with the Department Directors providing an overview of their fees based on their respective areas.

Mr. Hoover presented an overview of Planning fees including those associated with Health and Code and Building Inspections.

Mr. Baker presented an overview of the Park Development and Recreation fee amendments.

DRAFT

Mr. Webb presented an overview of Inspection and Plan Review fee amendments.

The Town Council discussed Park fees for non-residents and asked if the Park Board reviewed. They also commented on policy considerations for plan reviews and associated fees, and re-inspection fees for food establishments.

Mr. Canizares noted that the staff can review the budget numbers if changes are to be made, which can be adjusted at any time of the year, and would come back as a budget amendment.

Councilmember Hodges made a motion to approve Ordinance 2025-47 amending Appendix A, "Fee Schedule," of the Town's Code of Ordinances effective October 1, 2025. Councilmember Ray seconded the motion. Motion carried unanimously.

20. Conduct a Public Hearing to receive public input, consider such input, and consider and act upon Ordinance 2025-48 adopting the Fiscal Year (FY) 2025-2026 Annual Operating and Capital Project Funds budgets and five-year Capital Improvement Program for the fiscal year beginning October 1, 2025, and ending September 30, 2026. (CL)

In accordance with Texas Government Code §551.043, the Town of Prosper Proposed Budget for Fiscal Year 2025-2026 is posted on the Town's website at: https://prospertx.gov/proposedbudget25 and the Taxpayer Impact Statement is provided in the agenda packet as an attachment.

Mr. Landrum presented an overview of the FY 2025-2026 budget including key revenue drivers, fee increases, personnel, health fund, debt service fund, capital projects, the multi-year capital program, and property tax rates.

The Town Council discussed areas of the budget and expressed their appreciation to staff for the process this year.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

Councilmember Ray made a motion to approve Ordinance 2025-48 adopting the Fiscal Year (FY) 2025-2026 Annual Operating and Capital Project Funds budgets and five-year Capital Improvement Program for the fiscal year beginning October 1, 2025, and ending September 30, 2026. Councilmember Kern seconded the motion.

Councilmember Reeves – In Favor
Councilmember Hodges – In Favor
Deputy Mayor Pro-Tem Kern – In Favor
Mayor Bristol – In Favor
Mayor Pro-Tem Bartley – In Favor
Councilmember Andres – In Favor
Councilmember Ray – In Favor

Motion carried unanimously.

DRAFT

21. Conduct a Public Hearing to consider and act upon an Ordinance 2025-49 adopting a tax rate of $0.505 per $100 valuation for fiscal year 2025-2026. (CL)

Mr. Landrum noted same presentation applies.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

Councilmember Ray made a motion that the property tax rate be increased by the adoption of a tax rate of $0.505, which is effectively a 4.70 percent increase in the tax rate. Councilmember Kern seconded the motion.

Councilmember Reeves – In Favor
Councilmember Hodges – In Favor
Deputy Mayor Pro-Tem Kern – In Favor
Mayor Bristol – In Favor
Mayor Pro-Tem Bartley – In Favor
Councilmember Andres – In Favor
Councilmember Ray – In Favor

Motion carried unanimously.

22. Ratifying the property tax increase in the budget for fiscal year (FY) 2025-2026. (CL)

Councilmember Kern made a motion to ratify the property tax increase in the budget for fiscal year 2025-2026. Councilmember Reeves seconded the motion. Motion carried unanimously.

23. Consider and act upon a Resolution of the Town Council of the Town of Prosper, Texas, declaring the necessity to acquire certain properties for right-of-way and easements for the construction of the Legacy Drive (Prosper Trail – Parvin Road) project; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful. (HW)

This item was pulled. No action taken.

24. Discuss and consider Town Council Subcommittee reports. (DFB)

Capital Improvements Subcommittee: Mayor Pro-Tem Bartley noted it consisted of reviewing budget items.

Finance Subcommittee: Councilmember Ray noted it consisted of reviewing budget items.

DRAFT

Possibly direct Town staff to schedule topic(s) for discussion at a future meeting.

Councilmember Ray requested a review of sign fees.

Councilmember Reeves requested an overview of the Town's animal services.

EXECUTIVE SESSION:
Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

Section 551.087 – To discuss and consider economic development incentives and all matters incident and related thereto.

Section 551.072 – To discuss and consider the purchase, exchange, lease, or value of real property for municipal purposes and all matters incident and related thereto.

Section 551.074 – To discuss and consider personnel matters and all matters incident and related thereto.

Section 551.074 - To discuss appointments to the Board of Adjustment/Construction Board of Appeals, Parks & Recreation Board, Library Board, Prosper Economic Development Corporation Board, Planning & Zoning Commission, Community Engagement Committee, and the Downtown Advisory Committee, and all matters incident and related thereto.

Section 551.071 - Consultation with the Town Attorney to discuss legal issues associated with any Work Session or Council Meeting agenda item.

The Town Council recessed into Executive Session at 8:04 p.m.

Reconvene in Regular Session and take any action necessary as a result of the Closed Session.

The Town Council reconvened into Regular Session at 9:01 p.m.

Mayor Pro-Tem Bartley made a motion to ratify the Prosper Economic Development Corporation's purchase of the property located at 380 West Broadway in the Town. Deputy Mayor Pro-Tem Kern seconded the motion. Motion carried with a 6-0 vote. Councilmember Hodges was not present for the vote.

Adjourn.

The meeting was adjourned at 9:03 p.m.

These minutes were approved on the 14th day of October 2025.

APPROVED:

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

DRAFT

MINUTES

Prosper Town Council Work Session
Prosper Town Hall – Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, September 23, 2025

Call to Order/ Roll Call.

The meeting was called to order at 5:32 p.m.

Council Members Present:
Mayor David F. Bristol
Councilmember Marcus E. Ray
Councilmember Craig Andres *arrived 5:35 p.m.*
Councilmember Jeff Hodges
Councilmember Cameron Reeves

Council Members Absent:
Mayor Pro-Tem Amy Bartley
Deputy Mayor Pro-Tem Chris Kern

Staff Members Present:
Mario Canizares, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
David Hoover, Development Services Director
Suzanne Porter, Planning Manager
Dakari Hill, Senior Planner
Pamela Clark, Business Systems Specialist
Chris Landrum, Finance Director
Larenz Taylor, Management Analyst
Tony Luton, Human Resources Director
Todd Rice, Communications Director
Stuart Blasingame, Fire Chief

Items for Individual Consideration:

1. **Receive a demonstration on MapLink™ (Interactive Zoning Map). (SP)**

   Ms. Porter provided a demo of the interactive zoning map, showing how to access through the Town's website, how to navigate and find parcels, zoning, including permitted uses for each, and the overall search function.

   The Town Council discussed the default settings, how the data is updated, and utilizing the search function in regards to street names, abbreviations, etc.

EXECUTIVE SESSION:

Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

DRAFT

Section 551.087 – To discuss and consider economic development incentives and all matters incident and related thereto.

Section 551.072 – To discuss and consider the purchase, exchange, lease, or value of real property for municipal purposes and all matters incident and related thereto.

Section 551.074 – To discuss and consider personnel matters and all matters incident and related thereto.

Section 551.071 – Consultation with the Town Attorney regarding legal issues associated with vehicular and related regulations and registration, and all matters incident and related thereto.

Section 551.071 – Consultation with the Town Attorney to discuss legal issues associated with any Work Session or Council Meeting agenda item.

No Executive Session took place.

Adjourn.

The meeting was adjourned at 6:01 p.m.

These minutes were approved on the 14th day of October 2025.

APPROVED:

_____

David F. Bristol, Mayor

ATTEST:

_____

Michelle Lewis Sirianni, Town Secretary

DRAFT

MINUTES

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, September 23, 2025

DRAFT

Call to Order/ Roll Call.

The meeting was called to order at 6:17 p.m.

Council Members Present:
Mayor David F. Bristol
Councilmember Marcus E. Ray
Councilmember Craig Andres
Councilmember Jeff Hodges
Councilmember Cameron Reeves

Council Members Absent:
Mayor Pro-Tem Amy Bartley
Deputy Mayor Pro-Tem Chris Kern

Staff Members Present:
Mario Canizares, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Hulon Webb, Director of Engineering
Carrie Jones, Public Works Director
Tony Luton, Human Resources Director
Larenz Taylor, Management Analyst
Dan Baker, Parks and Recreation Director
Kurt Beilharz, Assistant Parks and Recreation Director
Chris Landrum, Finance Director
Colin Ashby, Budget Officer & Grants Administrator
David Hoover, Development Services Director
Mary Branch, Health and Code Compliance Manager
Pam Clark, Business Systems Specialist
Suzanne Porter, Planning Manager
Dakari Hill, Senior Planner
Muya Mwangi, Help Desk Technician I
Todd Rice, Communications Director
Doug Kowalski, Police Chief
Tom Davis, Assistant Police Chief
Stuart Blasingame, Fire Chief

Invocation, Pledge of Allegiance and Pledge to the Texas Flag.
Pauline Henry with Methodist Medical Center led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.
Councilmember Reeves made the following announcements:

Join us for "Celebrate Prosper" on Saturday, October 4 at Frontier Park from 4:00 to 8:00 p.m. This free family event is jam-packed with live entertainment, a friendly petting zoo and nonstop action in the Kid Zone with inflatables, face painting, balloon animals, and bubbles. There will also be more food trucks than ever. Stop by the Community Exhibits to meet local businesses and nonprofit organizations sharing information, resources and giveaways. For more information, visit www.prospertx.gov/specialevents.

National Night Out will be held on Tuesday, October 7 from 6 pm to 9 pm. Prosper PD, Prosper ISD PD, Prosper Fire Rescue, and First Responder Volunteers will be driving to neighborhoods that want to participate. Visit prospertx.gov for more information including how to register your neighborhood to host a block party.

The Prosper Chamber of Commerce is hosting their next Prosper Update on Thursday, October 9 from 11:30 am to 1:00 pm at the Children's Health Stadium. Regarding a Q&A for the 2025 Bond Election. Citizens may register by visiting www.prosperchamber.com.

Join the Town for its annual Arbor Day Celebration on Friday, November 7, from 5:00 to 6:00 p.m. at Tanner's Park. The Parks Operations staff will demonstrate proper planting techniques, plant care, and feeding. Learn more at www.prospertx.gov/specialevents.

The Prosper Veterans Day Honor Run will take place on Saturday, November 8 from 8 to 11 a.m. at Frontier Park, with a 10K, 5K and Fun Run. This family-friendly event welcomes participants of all ages and abilities. For more information including how to register, visit www.prospertx.gov/specialevents.

Presentations.

1. **Proclamation declaring the month of October 2025 as National Breast Cancer Awareness month. (MLS)**

   Mayor Bristol read and presented a Proclamation to Natalie Tuman and members of the Tuman Foundation.

2. **Proclamation declaring October 7, 2025, as National Night Out. (MLS)**

   Mayor Bristol read and presented a Proclamation to members of Prosper Police.

3. **Legislative Update from State Representative Jared Patterson. (RB)**

   Mr. Patterson provided an update from the recent legislative session highlighting the budget, water, property tax relief, land purchases, and education funding. He noted the committees he currently serves on and encourage citizens to vote on the upcoming Constitutional Amendments on the November ballot.

CONSENT AGENDA:

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

4. **Consider and act upon the minutes of the September 16, 2025, Town Council Work Session meeting. (MLS)**

5. **Consider acceptance of the August monthly financial report for fiscal year 2025. (CL)**

DRAFT

6. **Consider and act upon Ordinance 2025-50 amending Section 6.03.003, "Regulation of Weeds, Rubbish, Brush, and Other Objectionable, Unsightly, or Unsanitary Matter," of Article 6.03, "Maintenance of Property, of Chapter 6, "Health and Sanitation," of the Town's Code of Ordinances allowing for the imposition of an Abatement Administrative Fee. (MB)**

7. **Consider and act upon authorizing the Town Manager to execute a five-year contract renewal for $370,198 between the Town of Prosper and Tyler Technologies for the Enterprise Permitting and Licensing software. (LJ)**

8. **Consider and act upon authorizing the Town Manager to execute an agreement with Flock Group, Inc. for nineteen (19) Flock Safety License Plate Readers (LPR) and twelve (12) Solar Video Camera Pan, Tilt and Zoom (PTZ) in the amount of $120,192.07 and Flock NOVA OSINT – Open-Source Intelligence in the amount of $85,173. (DK)**

9. **Consider and act upon approving the purchase of water meters from Core & Main in the amount of $927,550; and authorize the Town Manager to execute documents for the same. (CJ)**

10. **Consider and act upon approving a renewal for an existing Contract for Services with Wopac Construction, Inc. as the primary vendor and Cam-Crete Contracting, Inc., as the secondary vendor, for Miscellaneous Concrete Replacement Services in an amount not to exceed $600,000 for FY 2025-2026. (CJ)**

11. **Consider and act upon authorizing the Town Manager to execute a Water Impact Fees Reimbursement Agreement between Shaddock-Creekside Prosper, LLC, and the Town of Prosper, Texas, related to the construction of a water line to serve the Creekside development. (HW)**

12. **Consider and act upon authorizing the Town Manager to execute a Thoroughfare Impact Fees Reimbursement Agreement between Shaddock-Creekside Prosper, LLC, and the Town of Prosper, Texas, related to the construction of Legacy Drive to serve the Creekside development. (HW)**

13. **Consider and act upon Ordinance 2025-51 to rezone 0.7± acre from Single Family-15 (SF-15) to Planned Development-133 (PD-133) on Collin County School Land Survey, Abstract 147, Tracts 39 and 177, located on the northwest corner of Lane Street and First Street. (ZONE-25-0001) (DGH)**

14. **Consider and act upon authorizing the Town Manager to execute a Development Agreement between Carrie Gappinger and the Town of Prosper relative to Collin County School Land Survey 12, Abstract 147, Tracts 39 and 177. (DEVAGRE-25-0004) (DGH)**

Councilmember Ray requested to pull item 7.

Councilmember Hodges made a motion to approve consent agenda items 4 through 6, and 8 through 14. Councilmember Ray seconded the motion. Motion carried with a 5-0 vote.

Regarding item 7, Councilmember Ray asked if the Town had or could ask for a shorter-term duration on the agreement and requested 3% versus 5%. Ms. Clark noted that the Town negotiated a five-year agreement so that they would know the expenses over the

DRAFT

duration. She indicated the agreement renews in April. Therefore, can go back to renegotiate if the Council desires.

Councilmember Ray made a motion to postpone a five-year contract renewal for $370,198 between the Town of Prosper and Tyler Technologies for the Enterprise Permitting and Licensing software. Councilmember Hodges seconded the motion. Motion carried with a 5-0 vote.

CITIZEN COMMENTS

Arsh Patel, 541 Travis Lane, invited the Council and staff to join the Dewali Celebration on October 21 in Irving.

Fred Costa, requested the Council to consider updating the Zoning Ordinances in regard to lights and properties being zoned from residential to commercial.

Items for Individual Consideration:

15. **Consider and act upon authorizing the Town Manager to execute Change Order No. 4 to Dean Construction, and Professional Services Agreement amendments for Dunaway Associates, LLC, and Peak Program Value, LLC, for Raymond Community Park, in the amount of $613,160. (DB)**

    Mr. Baker presented the item noting the funding history and sources, what the change order entails, and future project considerations. Mr. Baker noted the Park Board and CIP Subcommittee reviewed and recommended. Staff recommends approval.

    The Town Council discussed and expressed their concerns on the project timeline, using sod versus hydro mulch, the cost spent on the project to date, and additional project service costs.

    Councilmember Reeves made a motion to table Change Order No. 4 to Dean Construction, and Professional Services Agreement amendments for Dunaway Associates, LLC, and Peak Program Value, LLC, for Raymond Community Park, in the amount of $613,160 to October 14. Councilmember Hodges seconded the motion. Motion carried with a 5-0 vote.

16. **Discuss and consider Town Council Subcommittee reports. (DFB)**

    No comments made.

Possibly direct Town staff to schedule topic(s) for discussion at a future meeting.

No comments were made.

EXECUTIVE SESSION:

Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

Section 551.087 – To discuss and consider economic development incentives and all matters incident and related thereto.

Section 551.072 – To discuss and consider the purchase, exchange, lease, or value of real property for municipal purposes and all matters incident and related thereto.

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Section 551.074 – To discuss and consider personnel matters and all matters incident and related thereto.

Section 551.071 - Consultation with the Town Attorney regarding legal issues associated with vehicular and related regulations and registration, and all matters incident and related thereto.

Section 551.071 - Consultation with the Town Attorney to discuss legal issues associated with any Work Session or Council Meeting agenda item.

The Town Council recessed into Executive Session at 7:34 p.m.

Reconvene in Regular Session and take any action necessary as a result of the Closed Session.

The Town Council reconvened into Regular Session at 8:46 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 8:47 p.m.

These minutes were approved on the 14th day of October 2025.

APPROVED:

_____

David F. Bristol, Mayor

ATTEST:

_____

Michelle Lewis Sirianni, Town Secretary

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TOWN OF PROSPER
A Place Where Everyone Matters

FINANCE

To: **Mayor and Town Council**

From: **Chris Landrum, Finance Director**

Through: **Mario Canizares, Town Manager**
Bob Scott, Deputy Town Manager

Re: **General Obligation Refunding and Improvement Bonds, Series 2014**

Town Council Meeting – October 14, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

---

Agenda Item:
Consider and act upon a Resolution calling the remaining portion of the Town of Prosper, Texas, General Obligation Refunding and Improvement Bonds, Series 2014 for Redemption Prior to Maturity; and Enacting Other Provisions Relating to the Subject.

Description of Agenda Item:
The Town previously planned to redeem the remaining outstanding portion of the Town's Series 2014 General Obligation Refunding and Improvement Bonds during FY 2025. However, due to the statutory requirement that the Council adopt a resolution formally authorizing the redemption, the redemption will occur in FY 2026. With the resolution in place, the proposed redemption date has been set for November 20, 2025, in accordance with the required 30-day notice period to bondholders. Adoption of this resolution will allow the Town to complete the redemption of the 2014 GO Bonds prior to maturity, reducing the Town's outstanding debt obligations.

Budget Impact:
A budget amendment will be required, but it will be covered with fund balance. Redemption shifted from FY 2025 to FY 2026, resulting in a higher FY 2025 ending fund balance, with those funds being applied to the bond redemption in FY 2026.

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:
1. Resolution

Town Staff Recommendation:
Town Staff recommend that the Town Council approve a Resolution calling the remaining portion of the Town of Prosper, Texas, General Obligation Refunding and Improvement Bonds, Series 2014 for Redemption Prior to Maturity; and Enacting Other Provisions Relating to the Subject.

Proposed Motion:

I move to approve a Resolution calling the remaining portion of the Town of Prosper, Texas, General Obligation Refunding and Improvement Bonds, Series 2014 for Redemption Prior to Maturity; and Enacting Other Provisions Relating to the Subject.

TOWN OF PROSPER, TEXAS **RESOLUTION NO. 2025-___**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, CALLING THE REMAINING PORTION OF THE TOWN OF PROSPER, TEXAS, GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2014 FOR REDEMPTION PRIOR TO MATURITY; ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Prosper, Texas (the "Town") previously issued its General Obligation Refunding and Improvement Bonds, Series 2014 (the "Bonds"); and

WHEREAS, in the ordinance that authorized the issuance of the Bonds (the "Bond Ordinance"), the Town reserved the option to redeem Bonds maturing on August 15, 2034, in whole or in part, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the redemption date, beginning on August 15, 2024, or on any date thereafter; and

WHEREAS, the Town Council of the Town finds and determines that it is necessary and in the best interests of the Town to redeem the outstanding Bonds described below with funds available for such purpose in accordance with the terms hereof; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Resolution has been adopted was open to the public and public notice of the date, hour, place and subject of said meeting, including this Resolution, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THAT:

Section 1. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Resolution are hereby adopted, restated and made a part of the operative provisions hereof.

Section 2. Redemption of Bonds. The Bonds listed in **Exhibit A** hereto (the "Redeemed Bonds") are hereby called for redemption on November 20, 2025 (the "Redemption Date"). The Redeemed Bonds shall be paid on the Redemption Date and interest on the Redeemed Bonds shall cease to accrue or accrete, as applicable, on the Redemption Date.

Section 3. Authorization of Actions. (a) The Mayor, the Mayor Pro Tem, the Deputy Town Manager and the Finance Director of the Town (each an "Authorized Officer") are each hereby authorized and directed to deliver to U.S. Bank Trust Company, National Association, Dallas, Texas, the Paying Agent/Registrar for the Bonds ("U.S. Bank"), a notice of redemption with respect to the Redeemed Bonds in substantially the form attached hereto as **Exhibit A**, and to direct U.S. Bank to send notice of redemption of the Redeemed Bonds to the bondholders in accordance with the Bond Ordinance.

(b) The Redeemed Bonds shall be presented for redemption at the Paying Agent/Registrar therefor, and shall not bear interest after the Redemption Date.

(c) On or before the Redemption Date, the Town shall deposit with the Paying Agent/Registrar for the Bonds funds in an amount sufficient to provide for the redemption of the Redeemed Bonds on the Redemption Date. Lawfully available funds of the Town are hereby authorized and appropriated in the amounts necessary for such purpose.

(d) The Authorized Officers are hereby authorized and directed to take such actions and to execute and deliver such documents, orders and receipts, including without limitation material events notices with respect to the Redeemed Bonds, as necessary or appropriate to consummate the transactions authorized by this Resolution and to redeem the Redeemed Bonds in accordance with the provisions and requirements of the Bond Ordinance.

Section 4. Effective Date. This Resolution shall be effective from and after its passage by the Town council.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 14th DAY OF OCTOBER 2025.

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

Exhibit A

NOTICE OF REDEMPTION

TOWN OF PROSPER, TEXAS,
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2014

NOTICE IS HEREBY GIVEN that the Town of Prosper, Texas (the "Town") has called for redemption the outstanding Bonds ("Redeemed Bonds") of the Town described as follows:

TOWN OF PROSPER, TEXAS, GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2014, maturing on August 15 in the year shown below. Such Redeemed Bonds have been called for redemption on November 20, 2025 (the "Redemption Date") at a redemption price equal to the principal amount thereof plus accrued interest to the Redemption Date (the "Redemption Price"):

Maturity Date	Principal Amount Outstanding	Principal Amount Being Redeemed	Principal Amount Remaining	CUSIP No.
2034	$550,000	$550,000	$0	743596KP2

THE REDEEMED BONDS have been called for redemption in accordance with the terms of the ordinance authorizing their issuance, and such Redeemed Bonds shall be redeemed at U.S. Bank Trust Company, National Association, the Paying Agent/Registrar for the Redeemed Bonds.

UPON PRESENTATION of the Redeemed Bonds at the Paying Agent/Registrar on the Redemption Date, the holder thereof shall be entitled to receive the Redemption Price equal to par and accrued interest to the Redemption Date.

NOTICE IS FURTHER GIVEN that due and proper arrangements have been made for providing the place of payment of the Redeemed Bonds called for redemption with funds sufficient to pay the principal amount of the Redeemed Bonds and the interest thereon to the Redemption Date. In the event the Redeemed Bonds are not presented for redemption by the Redemption Date, they shall not thereafter bear interest.

THIS NOTICE is issued and given pursuant to the redemption provisions in the proceedings authorizing the issuance of the Redeemed Bonds and in accordance with the recitals and provisions of each of the Redeemed Bonds, respectively.

TOWN OF PROSPER, TEXAS

TOWN OF PROSPER
A Place Where Everyone Matters

TOWN SECRETARY

To: **Mayor and Town Council**

From: **Michelle Lewis Sirianni, Town Secretary**

Through: **Mario Canizares, Town Manager**
Robyn Battle, Executive Director

Re: **Oncor Electrice Delivery Company Rates Denial**

Town Council Meeting – October 14, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

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Agenda Item:
Consider and act upon a Resolution to deny the application of Oncor Electric Delivery Company LLC to change rates within the Town.

Description of Agenda Item:
On June 26, 2025, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about $834 million or approximately 13% over present revenues. The Company asks the Town to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, the impact of this requested increase on an average residential customer would be about $7.90 per month.

On July 22, 2025, the Town Council took action to suspend Oncor's rate action from taking effect for 90 days, the fullest extent permissible under the law. This time-period has permitted the Town, through its participation with the Steering Committee of Cities Served by Oncor ("Steering Committee"), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of the experts engaged by the Steering Committee, Oncor's request for a rate increase should be denied.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by Oncor. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas ("PUC") where the appeal will be consolidated with Oncor's filing (PUC Docket No. 58306) currently pending at the PUC.

Budget Impact:
There is no budgetary impact affiliated with this item.

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached Resolution as to form and legality.

Attached Documents:

1. Resolution

Town Staff Recommendation:

Town staff recommend that the Town Council approve a Resolution denying the application of Oncor Electric Delivery Company LLC to change rates within the Town.

Proposed Motion:

I move to approve a Resolution denying the application with Oncor Electric Delivery Company LLC to change rates within the Town.

TOWN OF PROSPER, TEXAS **RESOLUTION NO. 2025-___**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO CHANGE RATES WITHIN THE TOWN SHOULD BE DENIED; FINDING THAT THE TOWN'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Prosper, Texas ("Town") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the Town is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about June 26, 2025, Oncor filed with the Town an application to increase system-wide transmission and distribution rates by about $834 million or approximately 13% over present revenues. The Company asks the Town to approve an 12.3% increase in residential rates and a 51.0% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor's application and working with the designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, the Steering Committee's consultants determined that Oncor's proposed rates are excessive; and

WHEREAS, the Steering Committee's members and attorneys recommend that members deny the Application.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THAT:

SECTION 1

All of the above premises are hereby found to be true and correct legislative and factual findings of the Town of Prosper and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

The rates proposed by Oncor to be recovered through its electric rates charged to customers located within the Town limits, are hereby found to be unreasonable and shall be denied.

SECTION 3

The Company shall continue to charge its existing rates to customers within the Town.

SECTION 4

The Town's reasonable rate case expenses shall be reimbursed in full by Oncor.

SECTION 5

It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 6

A copy of this Resolution shall be sent to Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Ave., Suite 1900, Austin, Texas 78701.

SECTION 7

This Resolution shall take effect immediately upon passage.

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 14TH DAY OF OCTOBER, 2025.

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

TOWN OF PROSPER
A Place Where Everyone Matters

POLICE DEPARTMENT

To: **Mayor and Town Council**

From: **Doug Kowalski, Chief of Police**

Through: **Mario Canizares, Town Manager**

Re: **PD Analytics and Management Platform Contract**

Town Council Meeting – October 14, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

---

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an agreement regarding the Police Department's (PD) Analytics and Management Platform for the purchase of public safety technology enhancements.

The total cost of the agreement – over the course of 24-months, is **$71,917.60.**

Description of Agenda Item:

The Prosper Police Department (PPD) seeks Council approval to expand its existing contract for its PD Analytics and Management Platform. This turnkey solution will enhance the department's data analytics capacity by streamlining dashboard creation, automating data connectivity, and significantly reducing internal staff hours currently required to manage and build visualizations through a current third-party analytical tool.

Budget Impact:

There is no additional budget impact associated with this initiative. The Police Department currently allocates $10,900 annually for a third-party analytical tool, which will now be reallocated to this initiative. Of this amount, $10,000 will cover the cost increase tied to the new functionality.

The department will retain two third-party licenses to support any additional analytics needs outside the platform. Following full integration, we will assess and adjust the number of licenses needed—anticipating a reduced total by limiting access to personnel at the rank of Corporal and above. This targeted licensing approach, combined with the elimination of the current third-party analytical tool costs and the time-saving turnkey features of the enhances PD analytics platform, is expected to result in long-term operational and financial savings for the department.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:

1. Agreement
2. Sole Source documentation

Town Staff Recommendation:

Town Staff recommends that the Town Council approve authorizing the Town Manager to execute an agreement for the PD's Analytics and Management Platform for an amount of **$71,917.60** over the course of a 24-month contract for this initiative.

Proposed Motion:

I move, to approve authorizing the Town Manager to execute an agreement for the PD's Analytics and Management Platform for an amount of **$71,917.60** over the course of a 24-month contract for this initiative.

TOWN OF PROSPER
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PUBLIC WORKS

To: **Mayor and Town Council**

From: **Carrie Jones, Director of Public Works**

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager

Re: **Authorize Purchase of MTUs**

Town Council Meeting – October 14, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

---

Agenda Item:
Consider and act upon approving the purchase of meter transmission units (MTUs) from Aclara Technologies, LLC, for $175,921.20 for the use with water meters.

Description of Agenda Item:
The Town utilizes Aclara Technologies meter transmission units on water meters to transmit real-time information regarding the use of the individual customers. At the September 23, 2025, Town Council Meeting, Council approved the purchase of meters for use during Fiscal Year 2026. These MTUs will be utilized for placement of new meters and for meters that are being replaced as part of the meter replacement program as needed.

These units are sole source items since the Town has selected this specific technology for transfer of data to the Town's billing system. If approved, this will ensure the availability of these items for year one of the water meter replacement program.

Budget Impact:
This is part of the approved FY2026 budget. The total cost of these MTUs is $175,921.20 charged to 70050520-52400 (Meter Purchases).

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:
1. MTU Quote
2. Aclara Master Agreement
3. Sole Source Letter

Town Staff Recommendation:
Town Staff recommend that the Town Council approve the purchase of meter transmission units (MTUs) from Aclara Technologies, LLC, for $175,921.20 for the use with water meters.

Proposed Motion:

I move to approve the purchase of meter transmission units (MTUs) from Aclara Technologies, LLC, for $175,921.20 for the use with water meters.

QUOTATION
33317672

Aclara Technologies LLC
77 W Port Plaza
Ste 5
St Louis, MO 631

QUOTE TO: 322666
TOWN OF PROSPER
601 W 5TH ST
PROSPER TX 75078-2569
USA

SHIP TO: 322666

TOWN OF PROSPER
601 W 5TH ST
PROSPER TX 75078-2569
USA

INFORMATION:

Quotation Revision:
Quotation Date: 09/18/2025
Quotation Validity: 04/28/2025 to 10/31/2025
Customer Ref: Propser(TX) 2988 Quote
Enduser No.: 4010624
Enduser Name: Val Schaefer
Project Name: PROPSER(TX) 2988 MTU QUOTE

Sales Rep/Agency:
Our Contact: Val Schaefer
Tel No.:
Fax No.:
Email:
Customer Contact:
Tel No.:
Fax No.:
Email:

ADDITIONAL INFORMATION:

Payment Terms: Net 30 days
Incoterms: WOB SHIPPING POINT
Currency: USD
Net Weight: 1512.00 LB
Gross Weight: 1512.00 LB
Misc Info:

Notes:

OUR ITEM	YOUR ITEM	ITEM / DESCRIPTION	QTY	UoM	NET UNIT PRICE	EXTENDED PRICE
10		3451-012-DBW MTU WTR OD2 ENCDR 1P EXT RNG Package Quantity: 1 Min Ord Qty: 1 **Quote Lead Time:** 11 WEEKS	1512	EA	116.3500	175,921.20

Sub-total for Items: **$ 175,921.20**

Sales Tax $ 0.00

Total: $ 175,921.20

QUOTATION
33317672

GENERAL COMMENTS:
IMPORTANT

All prices on any new, or issued orders, are subject to an increase resulting from any new or increased government imposed tariffs, duties or other charges of any kind.

TERMS & CONDITIONS:
Unless this quotation ("Quote") is being issued pursuant to an Agreement previously executed by Seller and Buyer and that is still in effect, Buyer agrees to the following: (i) Buyer assents that this Quote shall be solely governed by Seller's terms and conditions of sale located at www.hubbell.com/hubbell/en/terms/hus("Terms"), which are hereby incorporated by reference as if set forth in full herein; (ii) Buyer has reviewed the Terms and agrees to be bound by those Terms; and (iii) Buyer issuing any Purchase Order for products or work set forth in the Quote constitutes Buyer's irrevocable acceptance of this Quote, including the Terms with the intent to create a binding agreement between Seller and Buyer with the same legal effect, validity, and enforceability of a handwritten signature on a paper. ANY ADDITIONAL OR INCONSISTENT TERMS INCLUDED OR REFERENCED IN A PURCHASE ORDER ISSUED AGAINST THIS QUOTE ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED TO IN WRITING BY SELLER AND BUYER.

TOWN OF PROSPER
A Place Where Everyone Matters

Manager's Memorandum

Routing

	Initial & Date
Budget	N/A
Purchasing	5/1/24
Grants	N/A
HR	N/A
TMO [✓] Approved [ ] Denied	5/3/2024
TSO	KS 5/3/24

From: Whitney Rehm, Budget Officer & Grants Administrator

Through: Chris Landrum, Finance Director

Date: 04/30/2024

Re: Aclara Technologies, LLC Master Agreement

Description of Item: ☑ Contract/Agreement ☐ Other

This Master agreement will bring all contracts and purchases with Aclara Technologies, LLC under one Master Agreement in regard to Terms & Conditions. This will allow Aclara to add a line on any quotes that we are bound by the Terms & Conditions of the Master Agreement for the life of our contracts, as opposed to the T&C's on their website. Previously, all quotes that were for purchases that did not fall under any of the current software agreements had to go to the Town attorney for approval and Aclara had to make adjustments every time. This agreement has been reviewed and approved by the Town attorney and will allow all quotes to be processed in a timely manner.

Budget Impact:

There is no budget impact for this request.

Legal Review:

The Town Attorney has reviewed this document as to form and legality.

Attachments:

1. Master Agreement
2.
3.
4.
5.

MASTER AGREEMENT

This Master Agreement ("Agreement") is made and entered into as of the date last signed (the "Effective Date") by and between Aclara Technologies LLC, 77 West Port Plaza, St. Louis, MO 63146-3126, an Ohio limited liability company ("Aclara") and Town of Prosper, a Texas corporation, 250 W. First Street, Prosper, TX 75078("Customer"). Collectively, Aclara® and Customer may be referred to as "Parties or individually as "Party".

This Agreement, consisting of this document and the following Attachments and Exhibits attached hereto, as each or collectively may be amended, sets forth the terms and conditions under which the Parties agree to the purchase and sale of certain of Aclara's equipment, software and certain third party software. By signing this Agreement Customer hereby represents and affirms that it has reviewed and agrees to the terms and conditions as set forth in the following Attachments and Exhibits. Additional terms contained on any purchase order are hereby rejected unless specifically agreed to in writing by the Customer and Aclara.

1) Attachment 1, Aclara Standard Terms and Conditions for Sale of Equipment and Certain Services
2) Exhibit A, Statement of Work, if applicable
3) Exhibit B, Aclara AMI Pricing Sheet, if applicable
4) Exhibit C, Software License Agreement with its associated Attachment A dated March 16, 2020 as amended
5) Exhibit D, Maintenance Agreement dated April 3, 2019 as amended
6) Exhibit E, Network Freedom Agreement dated January 9, 2024
7) Exhibit F, Aclara Equipment Warranties

1. Term

A. The term of this Agreement shall become effective on the Effective Date and shall continue in full force and effect, unless earlier terminated in accordance with this Agreement, until the last of the Exhibits shall have expired. Notwithstanding such termination, certain rights and obligations arising under this Agreement, including, but not limited to those concerning indemnity, Dispute Resolution, and Limitation of Liability and the Software License Agreement, Non-disclosure Agreement and Maintenance Agreement shall survive the termination of this Agreement. The term of this Agreement may be extended by mutual agreement of the Parties.

B. In the event that the Customer desires to purchase additional equipment, any such purchases shall be at such prices and delivery shall occur on such dates as the Parties may then agree. All other terms and conditions contained in this Agreement shall apply to such purchases.

2. Purchase, Sale and License.

A. Customer will purchase and Aclara will sell the Hardware and Services and license the Aclara Licensed Software and the Third Party Licensed Software at the prices and in the quantities set forth on the Exhibit B or as mutually agreed to by the parties, and upon the terms and conditions set forth in this Agreement, the Aclara Standard Terms and Conditions of Sale for Equipment and Certain Services, attached hereto as Attachment 1, the Professional Services set forth in the Statement of Work, attached hereto as Exhibit A, the Software License Agreement attached hereto as Exhibit C, the Maintenance Agreement attached hereto as Exhibit D and the Network Freedom Agreement attached hereto as Exhibit E.

B. Aclara shall use commercially reasonable efforts to deliver the Equipment and Software and provide the Services within a reasonable period of time. Neither Party shall be liable

to the other for failure or delay in performance of a required obligation if such failure or delay is caused by an act or omission of the other Party or such Party's Personnel.

3. Notices. Any notices required or permitted hereunder shall be in writing and shall be deemed to be given sent by Electronic Mail or United States registered or certified mail, postage prepaid, to the respective Parties at the addresses shown in the first paragraph. Notices so given shall be deemed received upon receipt of Electronic Mail or three business days from the date of deposit in the U. S. Mails, to the addresses set forth in the first paragraph, and, in the case of Aclara, with a copy to Aclara Legal Department.

4. Compliance with Laws. Aclara shall comply with all applicable federal, state and local laws, and ordinances ("Laws") in the performance of its duties under this Agreement.

5. Waiver. No waiver of any term of this Agreement by either party shall be deemed to be a further or continuing waiver of any other term of this Agreement.

6. Entire Agreement. This Agreement including Attachment 1, Exhibits A, B, C, D, E and F constitute the entire agreement between the Parties with respect to the subject matter hereof. There are no oral agreements or representations or additional written materials that revise or supplement the terms of the Master Agreement. No modification, amendment, revisions or supplements to this Master Agreement shall be enforceable unless in writing, signed by both Customer and Aclara.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last signed below.

Aclara Technologies LLC

DocuSigned by:

By: Kumi Prematilake
EDE890DBCCBE4DE

Name: Kumi Prematilake

Title: DVP AMI and Services

Date: 4/25/2024

Town of Prosper

By:

Name: Mario Canizares

Title: Town Manager

Date: 5/3/2024

Aclara

77 West Port Plaza, Suite 500
St. Louis, MO 63146
www.Aclara.com

314.895.6425

January 4, 2024

Chris Landrum
Town of Prosper
121 W. Broadway
Prosper, TX 75078

Subject: Aclara's Sole Source Statement Aclara Fixed Network System

Dear Chris:

This letter is to confirm that Aclara Technologies LLC is the sole manufacturer of the Aclara® Fixed Network Advanced Metering Infrastructure System which is currently installed throughout the Town of Prosper's service territory.

The Aclara Fixed Network Advanced Metering Infrastructure System, its Meter Transmission Unit (MTU) and Data Collector Unit (DCU) are proprietary products of Aclara which are not compatible with any other Advanced Metering Infrastructure System. MTU Part #'s but not limited to:

- 3451-012-XB - Series 3450 Water MTU Single Port, Meter Alarms, Bare Wire, Standard range
- 3451-103-DB - Series 3450 Water MTU Single Port, Nicor Connector, Standard range
- 3451-103-DBW-A - Series 3450 Water MTU Single Port, Nicor Connector, Extended range
- 3452-103-DBW - Series 3450 Water MTU Dual Port, Nicor Connector, Extended range

We look forward to the opportunity to continue to support Town of Prosper with our Aclara® products.

Should you have any questions or require additional information regarding this matter, please feel free to contact Sherri Morrison by telephone at (314) 895-6503 or by email at smorrison@hubbell.com.

Sincerely,

Sherri L Morrison

Sherri L. Morrison
Senior Contracts Administrator

CC: Tyler Simpson

TOWN OF PROSPER
A Place Where Everyone Matters

PUBLIC WORKS

To: **Mayor and Town Council**

From: **Carrie Jones, Director of Public Works**

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager

Re: **Wastewater Odor Control**

Town Council Meeting – October 28, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

---

Agenda Item:
Consider and act upon an annual fixed-price agreement for the purchase of Hydrogen Sulfide Odor Control Technology for the Town's wastewater system, at the unit prices guaranteed, from Helix Laboratories, Inc., a sole source provider.

Description of Agenda Item:
For approximately five years, staff have been treating wastewater that flows to North Texas Municipal Water District (NTMWD) to control odor complaints along Wilson Creek. Due to the continuous need and the estimated annual expenditure, staff are requesting to establish an annual fixed-price agreement for the purchase of HI-Mag pH, a Hydrogen Sulfide Odor Control Technology, in order to create a more efficient ordering process and the guaranteed unit prices for an extended period of time. Helix Laboratories is the sole supplier of HI-Mag pH and has provided a guaranteed price list for products effective through September 30, 2026. Orders will be placed on an as-needed basis only, at the guaranteed price.

This purchase falls within the definition of a procurement that is available from only one source (Chapter 252 of the Local Government Code) and is exempt from competitive bidding requirements.

Budget Impact:
The estimated annual expenditure is $243,512 and will be funded from account 70050530-53600.

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:
1. Price Agreement
2. Sole Source Letter

Town Staff Recommendation:

Town Staff recommends approving the annual fixed-price agreement for the purchase of Hydrogen Sulfide Odor Control Technology, at the unit prices guaranteed, from Helix Laboratories, Inc., a sole source provider.

Proposed Motion:

I move to approve an annual fixed-price agreement for the purchase of Hydrogen Sulfide Odor Control Technology, at the unit prices guaranteed, from Helix Laboratories, Inc., a sole source provider.

HELIX. Environmental Solutions

Odor and Grease Control Experts

October 3, 2025

James Rodriguez
Water & Wastewater Superintendent
Town of Prosper, TX
601 W. Fifth Street
Prosper, TX 75078

RE: FY26 Pricing

Thank you for the opportunity to propose our Helix's **HI-Mag pH** Hydrogen Sulfide Odor Control technology for fiscal year 2026, to the Town of Prosper. Since the beginning of 2020, Helix has valued our relationship with the Town of Prosper and we look forward to that continued quality service in FY 2026, as well as many more years to come. Our service and product quality are superior in the industry and have achieved a higher level with the addition of the production facility located in Lufkin Texas. The Lufkin plant will continue to provide the **HI-Mag pH** magnesium hydroxide in bulk loads with minimal lead times.

HI-MAG pH is a proprietary, concentrated aqueous suspension of magnesium hydroxide (hydrated lime of magnesia) produced from calcined, high purity, natural magnesite. This product is manufactured in Lufkin, TX as well as other strategical locations using a proprietary blend of dispersants that result in optimum storage stability and reactivity.

HI-MAG pH provides a highly reactive source of magnesium hydroxide (Mg(OH)2) for use in water treatment, and wastewater treatment applications. **HI-MAG pH** offers a safe, non-hazardous means of effective acid neutralization, coagulation, H2S and heavy metals removal in wastewater and process streams.

HI-Mag pH Chemical Composition

Magnesium Hydroxide	>95.8%
Calcium Hydroxide	> 1.6%
Ferric Oxide	> 1.09%
Manganese Oxide	> .09%
Silica	> 1.09%

Your Pricing is as follows:

Item Code	Qty	Description	$/Gal.	FY2024 Total
Bulk Load	48,800 Gallons for FY26, this is based on 120gpd plus an additional 5,000 gallons safety factor.	Helix HI-Mag pH	$4.99 Delivered (See Note Below)	$243,512.00 Prosper will be billed based on the weight of delivery.

Helix appreciates the business relationship we have with The Town of Prosper and is looking forward to continuing service through FY26 and beyond.

Best Regards,

Eric Stone
VP of Odor & Corrosion Solutions
5050 Quorum Dr. STE 700
Dallas, TX 75254
estone@helixlabs.com
817-876-1714
www.helixlabs.com

HELIX®
Environmental Solutions

October 3rd, 2025

James Rodriguez
Water & Wastewater Superintendent
Town of Prosper
601 W Fifth Street
Prosper, TX 75078

Dear James

This letter is confirmation that Helix Laboratories is the sole supplier of HI-MAG pH for controlling Hydrogen Sulfide in wastewater systems.

Please let me know if you need further information.

Best regards,

Eric Stone
Helix Laboratories Inc. www.helixlabs.com

TOWN OF PROSPER
A Place Where Everyone Matters

INFORMATION TECHNOLGY

To: **Mayor and Town Council**

From: **Leigh Johnson, Information Technology Director**

Through: **Mario Canizares, Town Manager**
Bob Scott, Deputy Manager

Re: **Tyler Technologies Contract Renewal**

Town Council Meeting – September 23, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

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Agenda Item:
Consider and act upon authorizing the Town Manager to execute a five-year contract renewal for $370,198 between the Town of Prosper and Tyler Technologies for the Enterprise Permitting and Licensing software.

Description of Agenda Item:
The Tyler Enterprise Permitting & Licensing (EP&L) software is the community development software utilized by all development departments as well as any department involved with the coordination of development. The contract renews the agreement between the Town and Tyler for an additional five years for all Saas Services, plan review software and Assist Services. The EP&L software is utilized for Development Permits, Plans, Inspections, Health and Compliance and Fire Permits.

Budget Impact:
The cost for FY 26 will be $370,198, which includes the regular annual fee ($333,298) and the new plan review platform implementation ($36,900). The renewal agreement also includes pricing for years 7-10, which will each increase 3.5% annually for EP&L and DigEPlan, and 5% annually for Tyler Assist.

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:
1. Tyler Enterprise Permitting & Licensing Contract Renewal Quote

Town Staff Recommendation:

Town Staff recommend that the Town Council approve authorizing the Town Manager to execute a five-year contract renewal for $370,198 between the Town of Prosper and Tyler Technologies for the Enterprise Permitting & Licensing software.

Proposed Motion:

I move to approve the Town Manager to execute a five-year contract renewal for $370,198 between the Town of Prosper and Tyler Technologies for Enterprise Permitting & Licensing software.

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Town of Prosper, Texas, with offices at 250 W. First Street, Prosper, Texas 75078 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated February 23, 2021 ("Agreement"); and

WHEREAS, the Term of the Agreement expires February 28, 2026 ("Expiration Date");

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and Client agree as follows.

1. Term. The term of the Agreement is hereby renewed for a five (5) year term commencing on the day following the Expiration Date (for the purposes of this Amendment, the "Renewal Term").

2. Third Party SaaS. The Third Party SaaS applications indicated in Exhibit 1 are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date. The term shall align to the current term under the Agreement.

3. Payment Terms.
   a. Annual fees (SaaS and annual services) are invoiced annually in advance, beginning on the commencement date of the Renewal Term. The annual fees for the Renewal Term are indicated in Exhibit 1. Subsequent annual fees shall be at then-current rates.
   b. Year 1 Third Party SaaS fees shall cover the period commencing the first day of the first month following the Amendment Effective Date and ending February 28, 2027. The year 1 fees ($70,000) are invoiced on the Amendment Effective Date. Commencing March 1, 2027, Third Party SaaS fees shall be invoiced annually in advance. Third Party SaaS fees through the end of the Renewal Term are indicated in Exhibit 1. Thereafter, Third Party SaaS fees shall be at then-current rates.
   c. Professional Services fees, along with applicable expenses, if any, are invoiced as performed and/or incurred.

4. Users Limits. The SaaS fees may be based on user limits indicated in Exhibit 1 and the Agreement, with Exhibit 1 controlling in the event of conflict. Should the number of users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

6. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	Town of Prosper, Texas
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Amendment Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By: Miguel Aleman
Quote Expiration: 11/30/25
Quote Name: EPL SaaS Renewal w/DigEplan Standard

Sales Quotation For:
PROSPER, TX TOWN OF
250 W 1ST ST
PROSPER TX 75078-2759

Tyler SaaS

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Core Software				
Community Development Suite - Per User		$ 169	77	$ 156,156
Business Management Suite - Per User		$ 169	10	$ 20,280
Enterprise Environmental Health		$ 149	9	$ 16,092
Civic Access - Environmental Health		$ 625	1	$ 7,500
Tyler Cashiering for EPL		$ 0	1	$ 0
Enterprise Permitting & Licensing Extensions				
GIS Site License		$ 1,583	1	$ 19,000
Enterprise Permitting & Licensing Mobile		$ 49	29	$ 17,052
e-Reviews		$ 1,000	1	$ 12,000
Community Development API Toolkit		$ 725	1	$ 8,700

Civic Access - Community Development		$ 589	1	$ 7,074
Community Development Executive Insights		$ 583	1	$ 7,000
Civic Access - Business Management		$ 580	1	$ 6,960
Decision Engine		$ 580	1	$ 6,960
Advanced Automation Bundle		$ 305	1	$ 3,658
Report Toolkit		$ 200	1	$ 2,400
Core Foundation Bundle		$ 160	1	$ 1,919
	Sub-Total:			$ 292,751
	Less Discount			*$ 62,453*
	TOTAL	**1.00**		**$ 230,298**

Tyler Annual Services

Descripton	Users/Units	Annual Fee
Recurring Services		
Assist Basic	1	$ 40,000
Hosted Report Management (per user)	1	$ 1,500
Sub-Total:		$ 41,500
Less Discount:		*$ 8,500*
TOTAL:		**$ 33,000**

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Professional Implementation Services - DigEplan Standard	132	$ 225	$ 29,700	$ 0
Project Manager Services - DigEplan Standard	32	$ 225	$ 7,200	$ 0
TOTAL:			**$ 36,900**	**$ 0**

Third-Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint /SaaS	Unit Maint/SaaS Discount	Total Maint / SaaS
Third Party							
DigEplan Standard - 5 Additional Named Users	3	$ 0	$ 0	$ 0	$ 33,000	$ 3,000	$ 30,000
DigEplan Standard - Up to 20 Named Users	1	$ 0	$ 0	$ 0	$ 44,000	$ 4,000	$ 40,000
TOTAL				**$ 0**			**$ 70,000**

Summary	**One Time Fees**	**Recurring Fees**
Total SaaS		$ 230,298
Total Services	$ 36,900	$ 33,000
Total Third-Party Hardware, Software, Services	$ 0	$ 70,000
Summary Total	**$ 36,900**	**$ 333,298**
Contract Total	**$ 370,198**	

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Enterprise Permitting & Licensing powered by EnerGov Advanced Automation Bundle includes Intelligent Objects, Intelligent Automation Agent, Georules and Workflow Designer.

Decision Engine is a web-based application that utilizes yes/no questions to guide citizens through online applications. Tyler will ensure and troubleshoot the connection and provide application configuration training. The client is responsible to design

eReviews enables the electronic review and markup process of submitted plans and other documentation within the regulatory process. eReviews also requires third party software either from Avolve’s DigEplan (which is sold by Tyler) or Bluebeam (sold separately through Bluebeam resellers) to be purchased.

iG Workforce - iG Inspect and iG Enforce provide a mobile solution for field personnel to capture inspection and code data remotely. Tyler will assist to connect iG Apps to the Enterprise Permitting & Licensing powered by EnerGov suite, and support testing. These applications are available on iOS. The client is responsible for ensuring the app(s) are downloaded and kept up to date on client utilized hardware.

Enterprise Permitting Support Services provided by Tyler are limited to installation of the API and guidance to the Client's integration development resources. Tyler does not provide integration development services for Enterprise Permitting & Licensing powered by EnerGov API/SDK toolkits. The Client (or a selected third party integrator) will perform all development work against the API/SDK.

Tyler resources will establish connection and verify data exchange between Data & Insights and Enterprise Permitting & Licensing. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

DigEplan Pro. Your use of DigEplan Pro is subject to the LCT Software LLC Subscription Terms & Conditions found here: https://www.tylertech.com/client-terms/lct-software-llc-an-avolve-company-subscription-terms-conditions. By signing a Tyler Agreement or Order Form including DigEPlan Pro, or accessing, installing, or using DigEplan Pro, you agree that you have read, understood, and agree to such terms.

Core Foundation Bundle includes Enterprise Forms, Hub, SSRS/Crystal, Dynamic Reports, BMP Templates and Standard IOs. Tyler resources will configure and test basic Enterprise Licensing & Permitting functionality including global settings, and preliminary user roles.

Payment Terms:

Year 1 SaaS and Hosted Report Management Recurring Services Fees effective 3.1.26. Year 2, Year 3, Year 4, and Year 5 SaaS Fees are renewed annually according to "EP&L SaaS Fee Schedule" below for details. Year 6 and beyond are renewed annually thereafter at then-current rates.

Year 1 3rd Party SaaS Fees (DigEplan Standard), effective on the first day of the first month following execution, invoiced in full. Year 1 3rd party SAAS term is 15 months. Year 2 3rd Party SaaS fees renewed at no more than 3.5% increase and is prorated to align with the existing agreement. Year 3 through Year 5 3rd Party SaaS Fees renewed annually at no more than 3.5% increase per year. Year 6 and beyond are renewed annually thereafter at then-current rates. See "DigEplan Fee Schedule" below for details.

Year 1 Assist Basic Recurring Services Fee is effective 3.1.26. Year 2-Year 5 Assist Basic Recurring Services Fee is renewed annually at no more than 5% increase per year. Year 6 and beyond are renewed annually thereafter at then-current rates. See "Assist Basic Fee Schedule" below for details.

Proposal Includes:

New SaaS Fees:

Upgraded EP&L-ESRI GIS Integration Fee to a Site License

- No longer required to adjust this integration fee each time a new EP&L user is added.

Advanced Automation Bundle

- Enables ability to create custom Intelligent Objects (IO's), Intelligent Automation Agent (IAA's), & GeoRules

Core Foundation Bundle

- Access to Tyler Hub
- Standard SSRS reports & documents
- Standard EP&L Automations (IO's, IAA's, GeoRules)

Report Tool Kit

- Provides Tyler-maintained SQL views to assist in-house report developers with understanding connections between EP&L database tables; Available on request through EP&L Support

New 3rd Party SaaS Fees:

DigEplan Standard - Up to 35 Named/Defined Users

- Access to Avolve Software's DigEplan Standard markup tool
  - Integration with EPL Review Coordinator/eReviews
- Avolve GIS
- Doc Composer
- APIs/Web hooks
- Markup Calculator
- Custom Data Fields
- Advanced Markup Library
- Avolve Insights (when available)

- Online Plan Submission
  - Integration with EP&L Civic Access
- Additional users may be purchased in increments of 5 as needed at then-current rates.

New Recurring Services Fees:

Hosted Report Management

- Allows access to hosted SSRS reporting environment for up to 2 named users, OR
- Allows for daily delivery of EP&L PROD environment backup via SFTP

New One-Time Professional Services Fees:

Professional Services Hours - 164 Total

- Project Management - 32 hours
- Analysis & Configuration - 108 hours
- Training (End-User & Admin) - 12 hours
- Go-Live Support - 12 hours

Renewed Recurring Services:

EP&L Assist Basic

- Professional Implementation Consulting Services
  - Up to 120 hours of remotely delivered services to be used for ad-hoc training, best practice consulting, and modifications/enhancements to live business process configuration.
  - Does not include the implementation of new processes.
- Client Services Account Manager (CSAM)
  - Recurring bi-weekly check-in calls with a dedicated resource to provide upgrade planning assistance, general guidance, and assistance with client's prioritized support tickets.
- Tyler Connect
  - 1 complimentary registration per year; travel expenses not included
- Business Process/Best Practice Review
  - 1 complimentary 3-day site visit from an EP&L Assist Implementation Consultant every 36 months; Travel expenses not included.
  - First site visit can be requested after 6 months of initial engagement from the Assist team.
- Virtual Learning Labs:
  - Not included

EP&L SaaS Fee Schedule:

Year 1 = $231,797 (3% + NEW) – This includes 3% base increase + Hosted Report Management + GIS adjustment
Year 2 = $239,910 (3.5% increase)
Year 3 = $248,307 (3.5% increase)
Year 4 = $256,998 (3.5% increase)
Year 5 = $265,993 (3.5% increase)

DigEplan Fee Schedule:

Year 1 = $70,000.00 (15 months)
Year 2 = $72,450 (3.5% increase)
Year 3 = $74,986 (3.5% increase)
Year 4 = $77.611 (3.5% increase)
Year 5 = $88,327 (3.5% increase)

Assist Basic Fee Schedule:

Year 1 = $31,500.00 (5% increase)
Year 2 = $33,075.00 (5% increase)
Year 3 = $34,728.75 (5% increase)
Year 4 = $36,465.19 (5% increase)
Year 5 = $38,288.45 (5% increase)

TOWN OF PROSPER
A Place Where Everyone Matters

PLANNING

To: **Mayor and Town Council**

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

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager

Re: **Planned Development Ordinance for Planned Development-67 (Gates of Prosper) – Amending a portion of Subdistricts 2 and Subdistrict 3**

Town Council Meeting – October 14, 2025

Strategic Visioning Priority: 2. Development of Downtown as Destination
3. Commercial Corridors are ready for Development

Agenda Item:
Consider and act upon an ordinance to amend the uses and conceptual layout of a portion of Subdistrict 2 and Subdistrict 3 of Planned Development-67, consisting of 258.3± acres on the west side of Preston Road between US 380 (University Drive) and First Street. (ZONE-24-0012)

Description of Agenda Item:
On August 26, 2025, the Town Council approved the proposed amendment to Planned Development-67, the Gates of Prosper, by a vote of 5-2 with Councilmember Ray and Deputy Mayor Pro-Term Kern voting in opposition.

The motion included several modifications and additions to the standards. Attached is a redlined version of the development standards showing all modifications to the current ordinance, including those required in the motion of approval.

Budget Impact:
There is no budgetary impact affiliated with this item.

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:
1. Redlined Ordinance Exhibits
2. Ordinance
3. Ordinance Exhibits

Town Staff Recommendation:

Town Staff recommends approval of an ordinance to amend the uses and conceptual layout of a portion of Subdistrict 2 and Subdistrict 3 of Planned Development-67, consisting of 258.3± acres on the west side of Preston Road between US 380 (University Drive) and First Street.

Proposed Motion:

I move to approve/deny an ordinance to amend the uses and conceptual layout of a portion of Subdistrict 2 and Subdistrict 3 of Planned Development-67, consisting of 258.3± acres on the west side of Preston Road between US 380 (University Drive) and First Street.

GATES OF PROSPER

Planned Development Ordinance



LINCOLN PROPERTY COMPANY

Adopted by Ordinance No. 14-92
May 27, 2014

Amended in its Entirety by Ordinance No. 2021-21
April 27, 2021

Amended in its Entirety by Ordinance No. 2025-
August 26, 2025

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APPENDICES

Appendix A—Zoning Exhibit & Legal Description (Exhibit "A")

Appendix A-1–Zoning Exhibit & Legal Description (Exhibit "A-1")

Appendix B—Conceptual Development Plan (Exhibit "D")

RELATIONSHIP TO TOWN OF PROSPER COMPREHENSIVE PLAN

Pursuant to Section 1.2 of the Town of Prosper Zoning Ordinance, zoning regulations and districts are established in accordance with an adopted Comprehensive Plan. The proposed Planned Development being an amendment to the Town of Prosper Zoning Ordinance, is consistent with the Town's Comprehensive Plan.

The proposed PD mirrors the specifications and intent of the Town Center District, as defined in the Comprehensive Plan, providing for mixed uses as well as retail and commercial development. It specifically meets Goal No. 1 of the Comprehensive Plan by providing a variety of land uses which will lead to a more diverse tax base. It will be an environment which encourages a desired lifestyle for residents to live, work, shop, eat and relax. It also provides for the desired transitional uses leading into the Town's Old Town District.

EXHIBIT "A"

~~ZONING EXHIBIT &~~ LEGAL DESCRIPTION

The Zoning Exhibit and legal description of the area within the proposed Planned Development is included in Appendix 'A' as Exhibit 'A'.

LEGAL DESCRIPTION
621.07 ACRES

BEING of a tract of land out of the ED BRADLEY SURVEY, Abstract No. 86, the COLLIN COUNTY SCHOOL LAND SURVEY, Abstract No. 147, the B. RENISON SURVEY, Abstract No. 755 and the JOHN YARNELL SURVEY, Abstract No. 1038, in the Town of Prosper, Collin County, Texas, being all of the 16.496 acre Tract Five, all of the 125.92 acre Tract Six, being all of the 123.85 acre Tract Seven, all of the 10.068 acre Tract Eight, all of the 27.672 acre Tract Nine, all of the 99.96 acre Tract Ten recorded in Collin County Clerk's File No. 97-0005168 of the Land Records of Collin County, Texas and being part of the 157.13 acre tract of land described in deed to Blue Star Allen Land, L.P., recorded in Volume 6074, Page 2102 of the Deed Records of Collin County, Texas, Being all of the 0.38 acre tract of land described in deed to Blue Star Land, Ltd. Recorded in Document No. 20100809000819450 of the Official Public Records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a point for the intersection of the centerline of U.S. Highway 380 (variable width ROW) and the centerline of the Burlington Northern Railroad (100' ROW at this point);

THENCE with said centerline of the Burlington Northern Railroad, North 11º23'13" East, a distance of 2716.96 feet to a point for corner;

THENCE leaving the centerline of the Burlington Northern Railroad, the following courses and distances two wit:
South 89º15'40" West, a distance of 123.47 feet to a point for corner;
North 00º57'41" West, a distance of 2704.85 feet to a point in the centerline of First Street;

THENCE with the centerline of First Street, the following courses and distances to with:
North 89º37'06" East, a distance of 509.94 feet to a point for corner;
South 86º07'09" East, a distance of 202.29 feet to a point for corner;
North 89º38'54" East, a distance of 454.43 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
South 00º45'07" West, a distance of 313.06 feet to a point for corner;
North 89º29'33" East, a distance of 481.12 feet to a point for corner;
North 00º21'57" West, a distance of 311.69 feet to a point for corner in the centerline of said First Street;

THENCE with the centerline of First Street, North 89º38'54" East, a distance of 377.25 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
South 00º06'52" East, a distance of 314.43 feet to a point for corner;
North 89º49'10" East, a distance of 189.92 feet to a point for corner;

North 00º09'58" West, a distance of 104.29 feet to a point for corner;
North 89º41'07" East, a distance of 455.63 feet to a point for corner in the centerline of Coleman Street;

THENCE with the centerline of said Coleman Street, South 00º05'32" East, a distance of 177.82 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
South 89º56'58" East, a distance of 257.38 feet to a point for corner;
North 02º09'39" East, a distance of 71.99 feet to a point for corner;
North 89º18'22" East, a distance of 555.18 feet to a point for corner;
South 00º58'50" East, a distance of 673.52 feet to a point for corner;
South 76º42'56" East, a distance of 185.47 feet to a point for corner;
South 76º51'24" East, a distance of 321.53 feet to a point for corner;
South 89º06'24" East, a distance of 1107.37 feet to a point for corner in the centerline of Craig Road;

THENCE with the centerline of said Craig Road, North 00º04'32" East, a distance of 842.40 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
North 89º30'30" East, a distance of 205.11 feet to a point for corner;
North 00º05'59" West, a distance of 299.98 feet to a point for corner in the centerline of said First Street;

THENCE with the centerline of First Street, North 89º31'34" East, a distance of 1084.95 feet to a point for corner;

THENCE leaving the centerline of said First Street, the following courses and distances to wit:
South 01º02'13" East, a distance of 1546.12 feet to a point for corner;
South 89º20'50" West, a distance of 899.18 feet to a point for corner;
South 32º50'09" West, a distance of 339.04 feet to a point for corner;
North 54º21'333" West, a distance of 401.98 feet to a point for corner in the east right-of-way line of Preston Road (State Highway 289 – variable width ROW);
THENCE with said east right-of-way line, South 33º37'47" West, a distance of 423.21 feet to a point for corner;

THENCE leaving said east right-of-way lien, he following courses and distances to wit:
South 54º19'15" East, a distance of 408.23 feet to a point for corner;
South 00º03'08" East, a distance of 3183.53 feet to a point for corner in the centerline of said U.S. Highway 380;

THENCE with said centerline, the following courses and distances to wit:
South 89º12'47" West, a distance of 2794.95 feet to a point for corner;
South 89º46'43" West. a distance of 2671.91 feet to the POINT OF BEGINNING and containing 621.07 acres of land.

EXHIBIT "A-1"

~~ZONING EXHIBIT &~~ LEGAL DESCRIPTION

The Zoning Exhibit and legal description of the area within the proposed Planned Development is included in Appendix 'A-1' as Exhibit 'A-1'.

BEING a tract of land situated in the Collin County School Land No. 12 Survey, Abstract No. 147 and the Ben Renison Survey, Abstract No. 755, Town of Prosper, Collin County, Texas, and being a portion of a called "Tract Six", conveyed to 183 Land Corporation, Inc., as evidenced in a Special Warranty Deed, recorded in County Clerk's File No. 97-0005168 of the Deed Records of Collin County, Texas, a portion of a called "Tract Seven", conveyed to 380 & 289, L.P., as evidenced in a Warranty Deed, recorded in Instrument No. 20121219001617180, Official Public Records of Collin County, Texas, and a portion of a called 157.1346-acre tract of land, conveyed to 289 (Preston) & 380, LP, as evidenced in Warranty Deeds, recorded in Instrument No. 20121221001629970 and Instrument No. 20121221001629980, both of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a TXDOT brass disk right of way monument found for the southerly, northeast corner of said "Tract Seven", and being the intersection of the northwesterly right of way line of State Highway 289 (Preston Road), a variable width right of way with the westerly right of way line of South Craig Road, from said corner, a found wooden TXDOT right of way marker bears South 16°19' West, 1.35 feet;

THENCE South 33°38'18" West, along the southeasterly line of said "Tract Seven" and the northwesterly right of way line of said State Highway 289 (Preston Road), a distance of 111.45 feet to a TXDOT brass disk right of way monument found for the northerly corner of a called 0.2813-acre tract of land, as evidenced in a Deed to the State of Texas, recorded in Instrument No. 20110818000872270 of the Official Public Records of Collin County, Texas, from said corner, a found wooden TXDOT right of way marker bears North 76°00' East, 0.54 feet;

THENCE in a southwesterly direction, departing the southeasterly line of said "Tract Seven", and along the northwesterly right of way line of State Highway 289 (Preston Road), as described in said 0.2813-acre tract, the following:

South 40°20'31" West, a distance of 85.55 feet to a corner;
South 33°38'35" West, a distance of 300.00 feet to a corner;
South 37°27'25" West, a distance of 300.67 feet to a corner;
South 33°38'35" West, a distance of 208.89 feet to the POINT OF BEGINNING of the herein described tract;

THENCE South 33°38'35" West, continuing along the northwesterly right of way line of State Highway 289 (Preston Road), as described in said 0.2813-acre tract, a distance of 91.11 feet to a corner;

THENCE South 29°26'34" West, continuing along the northwesterly right of way line of State Highway 289 (Preston Road), as described in said 0.2813-acre tract, a distance of 200.54 feet to the southernmost corner of said 0.2813-acre tract, and being on the southeasterly line of aforesaid "Tract Seven", from said corner, a found wooden TXDOT right of way marker bears North 31°18' East, 16.00 feet;

THENCE South 35°04'16" West, along the southeasterly line of said "Tract Seven" and continuing along the northwesterly right of way line of State Highway 289 (Preston Road), a distance of 385.16 feet to a corner, from which, a found wooden TXDOT right of way marker bears North 44°12' East, 1.65 feet;

THENCE South 33°38’20” West, continuing along the southeasterly line of said “Tract Seven” and the northwesterly right of way line of said State Highway 289 (Preston Road), a distance of 300.00 feet to a TXDOT brass disk right of way monument found for a corner, from said corner, a found wooden TXDOT right of way marker bears South 07°00’ East, 2.25 feet;

THENCE South 30°18’02” West, continuing along the southeasterly line of said “Tract Seven” and the northwesterly right of way line of said State Highway 289 (Preston Road), a distance of 392.59 feet to a TXDOT brass disk right of way monument found for the northerly corner of a called 0.0656-acre tract of land, as evidenced in a Deed to the State of Texas, recorded in Instrument No. 20110818000872270 of the Official Public Records of Collin County, Texas;

THENCE in a southwesterly direction, departing the southeasterly line of said “Tract Seven”, and along the northwesterly right of way line of State Highway 289 (Preston Road), as described in said 0.0656-acre tract, the following:

South 33°38’35” West, a distance of 323.03 feet to a corner;

South 30°46’46” West, a distance of 100.13 feet to the southerly corner of said 0.0656-acre tract, and being on the southeasterly line of aforesaid “Tract Seven”;

THENCE South 35°32’53” West, along the southeasterly line of said “Tract Seven” and continuing along the northwesterly right of way line of State Highway 289 (Preston Road), a distance of 85.20 feet to a corner;

THENCE South 33°56’57” West, continuing along the southeasterly line of said “Tract Seven” and continuing along the northwesterly right of way line of State Highway 289 (Preston Road), a distance of 199.89 feet to a 5/8-inch iron rod found for a corner;

THENCE South 37°09’28” West, continuing along the southeasterly line of said “Tract Seven” and continuing along the northwesterly right of way line of State Highway 289 (Preston Road), a distance of 42.31 feet to a corner;

THENCE North 52°50’32” West, departing the southeasterly line of said “Tract Seven” and continuing along the northwesterly right of way line of State Highway 289 (Preston Road), crossing said “Tract Seven”, a distance of 25.77 feet to a corner;

THENCE North 90°00’00” West, continuing across said “Tract Seven”, passing the westerly line of said “Tract Seven”, the easterly line of aforesaid 157.1346-acre, 289 (Preston) & 380, LP tract, and crossing a public use road known as South Coleman Street, a distance of 972.55 feet to a corner;

THENCE in a northerly direction, continuing across said 157.1346-acre tract, the following:

North 00°00’00” East, a distance of 431.84 feet to the point of curvature of a tangent curve to the left;

Along the arc of said curve to the left, through a central angle of 21°18’24”, having a radius of 338.00 feet, a chord bearing of North 10°39’12” West, a chord distance of 124.97 feet and an arc length of 125.69 feet to the point of compound curvature of a curve to the left;

Along the arc of said curve to the left, through a central angle of 39°59’13”, having a radius of 38.00 feet, a chord bearing of North 41°18’00” West, a chord distance of 25.99 feet and an arc length of 26.52 feet to the point of tangency of said curve;

North 61°17’36” West, a distance of 36.82 feet to the point of curvature of a tangent curve to the left;

Along the arc of said curve to the left, through a central angle of 30°02’25”, having a radius of 83.00 feet, a chord bearing of North 76°18’49” West, a chord distance of 43.02 feet and an arc length of 43.52 feet to the end of said curve;
North 00°00’00” East, a distance of 84.31 feet to the point of curvature of a non-tangent curve to the left;
Along the arc of said curve to the left, through a central angle of 13°19’52”, having a radius of 338.00 feet, a chord bearing of North 75°21’32” East, a chord distance of 78.47 feet and an arc length of 78.64 feet to the point of compound curvature of a curve to the left;
Along the arc of said curve to the left, through a central angle of 39°59’13”, having a radius of 38.00 feet, a chord bearing of North 48°42’00” East, a chord distance of 25.99 feet and an arc length of 26.52 feet to the point of tangency of said curve;
North 28°42’24” East, a distance of 36.82 feet to the point of curvature of a tangent curve to the left;
Along the arc of said curve to the left, through a central angle of 35°41’21”, having a radius of 83.00 feet, a chord bearing of North 10°51’43” East, a chord distance of 50.87 feet and an arc length of 51.70 feet to the point of tangency of said curve;
North 06°58’57” West, a distance of 35.50 feet to the point of curvature of a tangent curve to the right;
Along the arc of said curve to the right, through a central angle of 06°58’57”, having a radius of 546.00 feet, a chord bearing of North 03°29’29” West, a chord distance of 66.50 feet an an arc length of 66.54 feet to the point of tangency of said curve;

THENCE North 00°00’00” East, continuing across said 157.1346-acre tract, crossing the northerly line of said 157.1346-acre tract and the southerly line of aforesaid “Tract Six”, continuing across said “Tract Six”, a distance of 785.38 feet to a corner;

THENCE in a northerly and easterly direction, continuing across said 157.1346-acre tract, the following:
North 03°48’51” West, a distance of 150.33 feet to a corner;
North 00°00’00” East, a distance of 125.00 feet to a corner;
North 45°00’00” West, a distance of 35.36 feet to a corner;
North 00°00’00” East, a distance of 110.00 fee to a corner;
North 45°00’00” East, a distance of 35.36 feet to a corner;
North 90°00’00” East, a distance of 110.00 feet to a corner;
South 45°00’00” East, a distance of 35.36 feet to a corner;
North 90°00’00” East, a distance of 150.00 feet to a corner;

THENCE South 86°11’09” East, continuing across said “Tract Six”, passing the easterly line of said “Tract Six”, the westerly line of aforesaid “Tract Seven”, and crossing aforesaid public use road known as South Coleman Street, a distance of 150.33 feet to a corner;

THENCE in an easterly direction, continuing across said “Tract Seven”, the following:

North 90°00’00” East, a distance of 923.53 feet to the point of curvature of a tangent curve to the right;
Along the arc of said curve to the right, through a central angle of 34°09’35”, having a radius of 895.00 feet, a chord bearing of South 72°55’13” East, a chord distance of 525.73 feet and an arc length of 533.60 feet to the point of tangency of said curve;
South 55°50’25” East, a distance of 56.69 feet to a corner;
South 59°39’16” East, a distance of 150.33 feet to a corner;
South 55°50’25” East, a distance of 125.21 feet to a corner;
North 78°55’07” East, a distance of 13.56 feet to the **POINT OF BEGINNING** and containing 78.508 acres (3,419,790 square feet) of land, more or less.

EXHIBIT "B"

PLANNED DEVELOPMENT STATEMENT OF INTENT & PURPOSE

The purpose of the proposed Planned Development District is to accommodate a mix of office, retail, personal service, residential and community activities by providing four individual but integrated Subdistricts. This will be accomplished through the incorporation of the Planned Development Standards and Design Guidelines contained in Exhibits C and F, respectively. Although the Planned Development Standards provide criteria for development within each distinct Subdistrict, the Standards are formulated in such a manner as to allow each Subdistrict to develop as one integral part of the collective Planned Development.

The Conceptual Development Plan includes vehicular and pedestrian linkages that serve both functional and aesthetic roles. The proposed thoroughfare system has been designed to allow for safe and efficient vehicular circulation internal to the site as well as to connect to the existing thoroughfare system external to the development. Furthermore, focal points and terminuses have been provided within the thoroughfare system and pedestrian linkages to enhance the visual aesthetic of the overall design. Pedestrian scale design elements will also be incorporated into the site design in order to foster high quality street and sidewalk environments.

An essential element to the overall site is the incorporation of an open space system to provide for both active and passive recreational opportunities. The open space system will consist of landscape and hardscape elements such as plazas, greens, trails, pathways and parks for the residents and visitors of the development. These elements within the proposed development will be ultimately located so as to provide recreational opportunities within convenient proximity to as many users as possible.

The standards contained within this Planned Development District will help to achieve the vision for the overall development. These standards have been formulated so as to provide specificity where necessary and provide flexibility to allow for creative design.

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EXHIBIT "C"
PLANNED DEVELOPMENT STANDARDS

1.0 PLANNED DEVELOPMENT GENERAL PROVISIONS

1.1 GENERAL

The purpose of the proposed Planned Development District is to accommodate a mix of office, retail, personal service, residential and community activities to serve the needs of the new residents as well as the existing residents in the general area. Terms used in this ordinance shall have the same definition as given in Town of Prosper Zoning Ordinance (Ordinance 05-20), in effect at the time of adoption of this Planned Development Ordinance, unless otherwise defined herein.

1.2 SUBDISTRICTS DEFINED

1.3.1 ***Subdistrict 1—Regional Retail.*** Subdistrict 1, as depicted on the Conceptual Development Plan (Exhibit D) shall serve the purpose of providing for the needs of the community by facilitating the development of regional-serving retail, personal service, and office uses.

1.3.2 ***Subdistrict 2—Lifestyle Center.*** Subdistrict 2, as depicted on the Conceptual Development Plan (Exhibit D) shall serve the purpose of providing a compact, neighborhood and pedestrian scale mixture of office, retail, personal service, residential and community activities on single or contiguous building sites.

1.3.3 ***Subdistrict 3—Downtown Center.*** Subdistrict 3, as depicted on the Conceptual Development Plan (Exhibit D) shall serve the purpose of providing an active living and working community benefiting and enhancing the existing downtown area located on the north side of First Street.

1.3.4 ***Subdistrict 4—Residential Neighborhood.*** Subdistrict 4, as depicted on the Conceptual Development Plan (Exhibit D) shall serve the purpose of providing a planned residential community to serve the needs of the Town by facilitating a range of housing opportunities (e.g., Single-family detached).

2.0 SUBDISTRICT 1—REGIONAL RETAIL

2.1 GENERAL PURPOSE AND DESCRIPTION

The *Regional Retail* Subdistrict will serve the purpose of providing for the needs of the community by facilitating the development of regional-serving retail, personal service, and office uses. The development standards included in this Subdistrict are generally consistent with the Retail, Commercial and Office zoning districts in the existing Town of Prosper Zoning Ordinance. The Design Guidelines and architectural standards are intended to define the design theme for this Subdistrict as well as to integrate with adjacent Subdistricts. The uses that will be permitted in this Subdistrict will assist in meeting the intent of providing a regional retail district, personal service, hotel and office uses. Residential uses are not anticipated in this Subdistrict.

2.2 SITE CRITERIA

2.2.1 Property Development Regulations. The proposed land uses shall conform to the property development regulations in Tables 2-1 and 2-2.

Table 2-1. Size of Yards

Land Use[1]	Front	Side	Corner	Rear
Retail	30 ft.	(2)	30 ft.	(2)
Commercial	30 ft.	(2)	30 ft.	(2)
Office	30 ft.	(2)	30 ft.	(2)

Notes

1. Refer to Section 8.0 for definitions pertaining to Retail, Commercial, Office and Mixed-Use Land Uses.
2. Minimum setback of 15 feet adjacent to a nonresidential district. Minimum setback of 40 feet for a one-story building and 60 feet for a two-story building adjacent to a residential district. Setback may be eliminated for attached buildings.

Table 2-2. Size of Lots and Lot Coverage

Land Use[1]	Minimum Lot Area	Minimum Lot Width	Minimum Lot Depth[2]	Maximum Lot Coverage	Maximum FAR
Retail	10,000 sq. ft.	100 ft.	100 ft.	40%[3]	0.4:1.0
Commercial	10,000 sq. ft.	100 ft.	100 ft.	50%[3]	0.5:1.0
Office	7,000 sq. ft.	70 ft.	100 ft.	50%[3]	1.5:1.0

Notes

1. Refer to Section 8.0 for definitions pertaining to Retail, Commercial, Office and Mixed-Use Land Uses.
2. Mutual access agreements may be allowed to satisfy legal frontage requirements for individual lots which do not have legal frontage requirements along a public right of way with Town staff approval (Director of Development Services).
3. Includes main buildings. Parking structures and surface parking facilities shall be excluded from the coverage computations.

2.2.2 Parking. Refer to Section 6.3 of this Ordinance for the general requirements pertaining to parking standards.

2.3 BUILDING CRITERIA

2.3.1 Maximum Building Height. All structures in Subdistrict 1 shall conform to the building height requirements set forth in Table 2-3 below. Building height shall be measured to the highest point of a roof surface.

Table 2-3. Maximum Building Height

Building Type	Height [1]	# Stories
Non-Residential	40 ft.	2

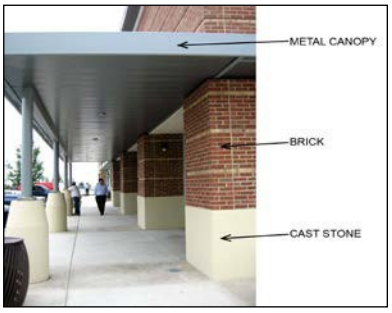
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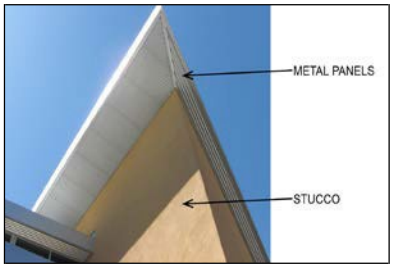
1. Non-habitable elements integral to the design of buildings shall be allowed to exceed the height limit in accordance with Ordinance Chapter 4 Section 9.5.

2.3.2 Maximum Building Length. There shall be no maximum length for buildings located within Subdistrict 1. However, all buildings shall be required to conform to the Building Articulation standards set forth in the Town's zoning ordinance.

2.3.3 Building Materials. Exterior materials used in the construction of buildings shall comply with the following standards.

a. All building façades shall be architecturally finished with 100% masonry with an allowance for up to 15% secondary materials. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, granite, marble, architectural concrete block, textured and painted concrete tilt-wall. Textured and painted concrete tilt-wall shall be limited to 50% on the front façade and 75% on the side façades. Windows, doors and accent materials shall be excluded from the façade area for the purposes of calculating percentages.







b. No single material shall exceed more than eighty (80) percent of an elevation area. A minimum of twenty-five (25) percent of the front and side façades shall be natural or manufactured stone. A minimum of twenty (20) percent of the rear façade of any building along U.S. Highway 380 shall be natural or manufactured stone; all other rear facades facing a public right-of-way shall be a minimum of ten (10) percent natural or manufactured stone unless a landscape screen consisting of a double row of evergreen canopy trees is provided along said right-of-way.

c. Secondary building materials include EIFS as a cornice, band, medallion, etc., quality wood such as, cedar, redwood, ipe, etc. (for example), tile, ornamental metal, or stucco. Other secondary materials not specifically noted herein may be allowed only if approved by the Town. EIFS and stucco is not allowed on the first nine (9') feet of a structure.







2.3.4 ***Window Areas.*** Shall not exceed 80% of any façade area for buildings located in Subdistrict 1. Windows shall have a maximum exterior visible reflectivity of 10%.

2.3.5 ***Building Entries.*** Building entries shall be clearly defined by incorporating distinguishing architectural features, awnings, canopies, lighting, signage or building articulation.







2.3.6 ***Awnings, Canopies, Arcades and Overhangs.*** These elements shall be designed and materials shall be used to complement the building design. They should be located to be as functional as possible, and with consideration to landscape areas that may be impacted by their placement.







2.3.7 ***Above-Grade Structured Parking.*** When structured garages are provided, sufficient access from the right-of-way, or fire lane and access easements shall be provided. Entrances and exits shall be clearly marked for vehicles as well as pedestrians.

The exterior façade of the parking structure if visible from the street, shall incorporate similar design elements and finishes as the surrounding buildings in order to minimize the visual impact and shall be designed to minimize visibility from the street.

Parking structures should be oriented in a manner to avoid a general site line from the intersection of Preston/US 380 unless otherwise approved by the Town.

2.3.8 Area A-2. The following specific criteria shall apply to development within Area A-2 as depicted on Exhibit A-1.

1. The support columns for the covered parking structures shall be permitted the use of metal.
2. The required parking ratio for retail businesses shall apply to the net retail area only.
3. Facade Plans shall be approved by the Town Council, subject to a recommendation by the Planning & Zoning Commission.
4. For instances where provisions of this section (Section 2.3) conflict with the conceptual elevations found in Section 2.5.2, the conceptual elevations shall govern.

2.4 PERMITTED USES

2.4.1 General. The following general conditions shall apply to Subdistrict 1.

a. Big Box uses are permitted by right within Subdistrict 1.

2.4.2 Permitted Use Matrix. The permitted uses within Subdistrict 1 shall be in accordance with the Permitted Use Matrix in Section 6.6 of this Ordinance.

2.5 CONCEPTUAL RENDERING

The following conceptual renderings shall be representative of the architectural style, color and material selections depicted therein.




la Manna
The Gates of PROSPER


SPORT STORE


CASE
PROMO
BOUTIQUE

2.5.1 The following conceptual renderings shall be representative of the architectural style, color and material selections in the location identified in Exhibit A-





SOUTH ELEVATION - FRONT "A"



SOUTH ELEVATION - FRONT "B"



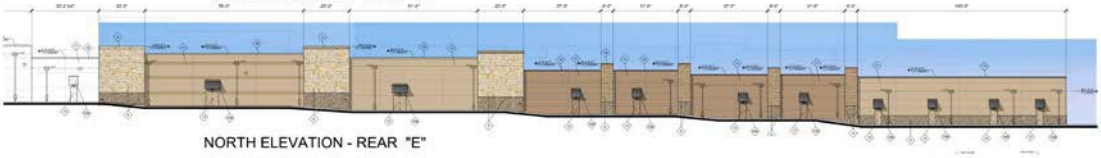
EAST ELEVATION - FRONT "C"



NORTH ELEVATION - REAR "D"

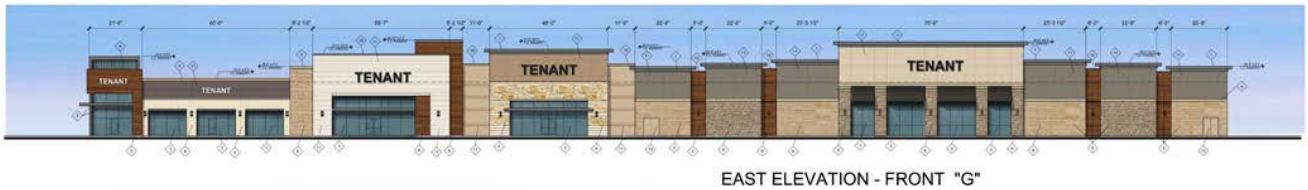


WEST ELEVATION - SIDE "F"



NORTH ELEVATION - REAR "E"

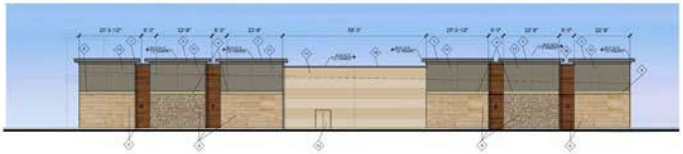
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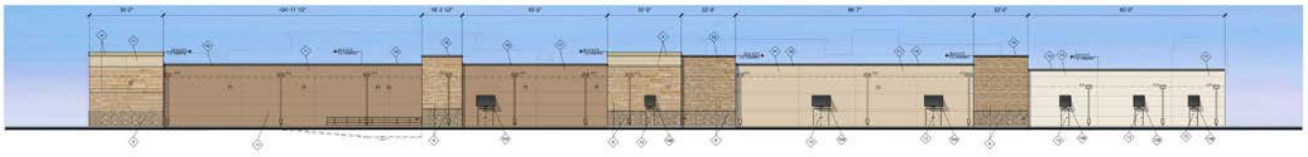
EAST ELEVATION - FRONT "G"



SOUTH ELEVATION - FRONT "J"

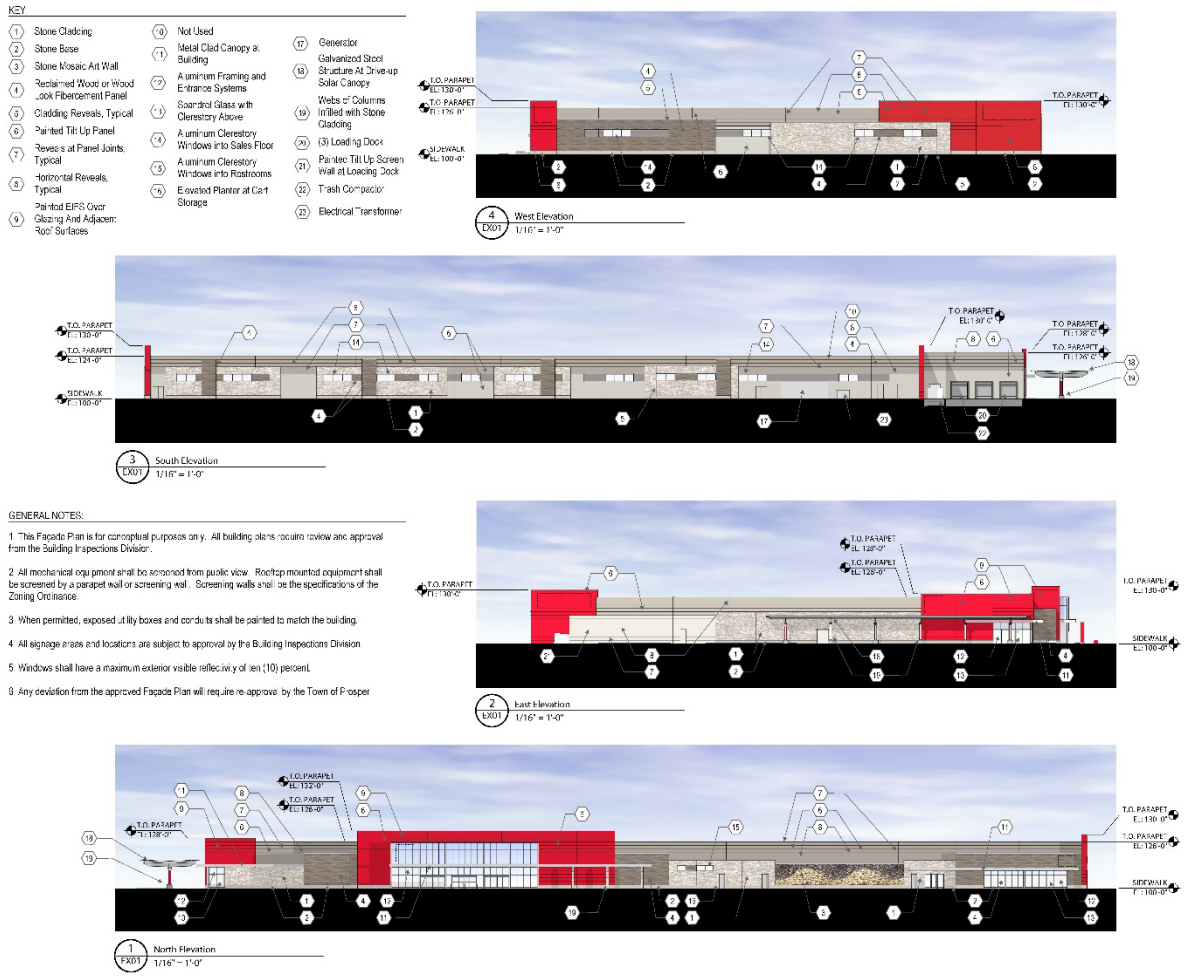


NORTH ELEVATION - SIDE "H"



WEST ELEVATION - REAR "I"

2.5.2 The following conceptual elevations and renderings shall be representative of the architectural style, colors and material selections and placement for the building located within Area A-2, as depicted on Exhibit A-1.



GENERAL NOTES:

1 This Façade Plan is for conceptual purposes only. All building plans require review and approval from the Building Inspections Division.

2 All mechanical equipment shall be screened from public view. Rooftop mounted equipment shall be screened by a parapet wall or screening wall. Screening walls shall be the specifications of the Zoning Ordinance.

3 When permitted, exposed utility boxes and conduits shall be painted to match the building.

4 All signage areas and locations are subject to approval by the Building Inspections Division.

5 Windows shall have a maximum exterior visible reflectivity of ten (10) percent.

6 Any deviation from the approved Façade Plan will require re-approval by the Town of Prosper.



View from the Northwest



View from the North



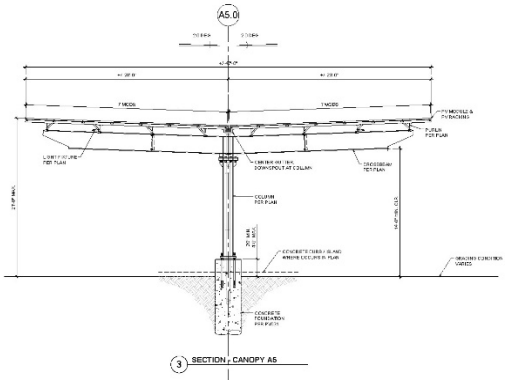
Birds Eye View from the Northwest

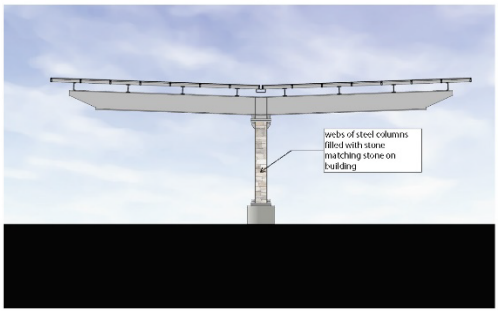


View from the North East



View from the West


A5.0
3 SECTION - CANOPY A5


webs of steel columns
filled with stone
matching stone on
building

3.0 SUBDISTRICT 2—LIFESTYLE CENTER

3.1 GENERAL PURPOSE AND DESCRIPTION

The *Life Style* Subdistrict will serve the purpose of providing a compact, neighborhood and pedestrian-scale mixture of office, retail, personal service, residential and community activities on single or contiguous building sites. The development standards for non-residential and mixed-use development included in this Subdistrict are generally consistent with the Retail and Office zoning districts in the existing Town of Prosper Zoning Ordinance, while the development standards for residential development are generally consistent with the Townhome and Multifamily zoning districts in the existing Town of Prosper Zoning Ordinance. The Design Guidelines and architectural standards are intended to define the "Town Center" design theme for this Subdistrict by providing opportunities for mixed-use development that includes both vertical and/or horizontal integration. Urban design elements will be incorporated into the construction of the multifamily developments within this project. Buildings will be designed to provide active street-fronts that encourage pedestrian activity. The buildings will be arranged such that the viewing of any surface, and/or structured parking is minimal from the surrounding public streets. These developments will be amenitized with carefully arranged, high-quality open spaces to provide a maximum number of premium units while also providing a high level of connectivity to the overall development. The provision of centrally located open space elements coupled with the proposed development standards will allow for a pedestrian-friendly community. This lifestyle center is intended to be unique in nature to create an image which will encourage a regional draw from throughout the Metroplex. It may also include entertainment type uses as well as Big Box users which would attract patrons from other Cities in and around the Metroplex.

3.2 SITE CRITERIA

3.2.1 Property Development Regulations. The proposed land uses and housing types shall conform to the property development regulations in this Section. The proposed land uses within Subdistrict 2 may utilize the Urban Standards in Tables 3-3, 3-4 and 3-5. In addition, where Urban Standards are utilized, these standards shall apply to an entire block length so as not to disrupt the continuity of the streetscape.

Table 3-1. Size of Yards

Land Use/Housing Type[1]	Minimum Front[5]	Minimum Side	Minimum Corner[5]	Minimum Rear
Retail	5 ft.	(2)	5 ft.	(2)
Commercial	5 ft.	(2)	5 ft.	(2)
Office	5 ft.	(2)	5 ft.	(2)
Mixed Use	5 ft.	(2)	5 ft.	(2)
Townhome[3]	5 ft.	5 ft.[4]	5 ft.	20 ft.
Multifamily, Urban Living	5 ft.	(2,4)	5 ft.	(2)

Notes

1. Refer to Section 8.0 for definitions pertaining to Retail, Commercial, Office and Mixed Use Land Uses.
2. Minimum setback of 10 feet adjacent to a nonresidential district. Minimum setback of 25 feet adjacent to a residential district. Setback may be eliminated for attached buildings.
3. Vehicular access for Townhomes shall be provided at the rear of the unit via alleys

4. A minimum building separation of 15 feet is required between buildings. Zero feet between individual attached units.
5. Additional area needed for sidewalks, outdoor dining, landscaping, etc. may be provided within public ROW and/or easements of the adjacent roadways upon approval by Town staff.

Table 3-2. Size of Lots and Lot Coverage—Non-Residential & Mixed Use

Land Use[1]	Minimum Lot Area	Minimum Lot Width	Minimum Lot Depth	Maximum Lot Coverage	Maximum FAR
Retail	10,000 sq. ft.	100 ft.	100 ft.	90%[2]	0.6:1.0
Commercial	10,000 sq. ft.	100 ft.	100 ft.	90%[2]	3.0:1.0
Office	7,000 sq. ft.	70 ft.	100 ft.	90%[2]	5.0:1.0
Mixed Use (Vertical)	10,000 sq. ft.	100 ft.	100 ft.	100%[2]	5.0:1.0

Notes

1. Refer to Section 8.0 for definitions pertaining to Retail, Commercial, Office and Mixed Use Land Uses.
2. Includes main buildings. Parking structures and surface parking facilities shall be excluded from the coverage computations. Open space requirements can be accounted for as per section 6.2.2.

Table 3-3. Size of Lots and Lot Coverage—Residential

Housing Type	Minimum Lot Area	Minimum Lot Width	Minimum Lot Depth	Maximum Lot Coverage	Maximum Density
Townhome	~~2,500~~1800 sq. ft.	20 ft.	90 ft.	90%	10 du/ac
Multifamily, Urban Living[2]	10,000 sq. ft.	80 ft.	100 ft.	90%[1]	N/A

Notes

1. Includes main building, accessory buildings and structured parking facilities.

3.2.2 Minimum Dwelling Area.

a. Townhome. The minimum dwelling area shall be 1,500 square feet and minimum 2 story.

b. Multifamily. The minimum dwelling area for a one bedroom unit shall be 700 square feet; a two bedroom unit shall be 850 square feet. Additional bedrooms shall provide an additional 150 square feet per bedroom.

3.2.3 Maximum Residential Dwelling Units. The maximum number of multi-family residential dwelling units allowed within Sudistrict 2 shall be 1200~~600~~ units. Within the multi-family development located south of Richland Boulevard, no more than 37 percent of the units shall be two bedroom, with all remaining units to be one bedroom.~~However, the maximum allowed number of multifamily units in this subdistrict shall be reduced by the number of multifamily dwelling units constructed in any other subdistrict, such that the maximum allowable number of multifamily units for this Planned Development District does not exceed 600 units.~~ The maximum number of townhome dwelling units allowed within Sudistrict 2 shall be 150 units. However, the maximum allowed number

of townhome units in this subdistrict shall be reduced by the number of townhome units constructed in any other subdistrict, such that the maximum allowable number of townhome units for this Planned Development District does not exceed 150 units.

3.2.4 ***Location Requirements for Multifamily and Townhome Construction.*** Apartments shall be constructed in (i) that portion of Subdistrict 2 immediately east of the BNSF railroad line, south of Lovers Lane, north of the Lifestyle Center and west of the proposed north-south greenbelt, (ii) the area bordered on the north by Lovers Lane, on the east by Coleman Street, on the south by the Lifestyle Center, and on the west by the proposed north-south greenbelt, and ~~(iii) that portion of Subdistrict 3 immediately east of the BNSF railroad line, north of Lovers Lane and west of the proposed north-south greenbelt,.~~ and (iii) that portion of land identified as the Lifestyle Center which is located west of Coleman Road, south of Richland Boulevard, east of the BNSF railroad line and north of Gates Parkway. Townhomes may be constructed in (i) the same locations as the apartments referenced herein, and (ii) in subdistrict 3 in accordance with the requirements therein.~~adjacent to First Street in Subdistrict 3 and (iii) that area west of Coleman Street, north of Lovers Lane and east of the proposed north-south greenbelt.~~

3.2.5 ***Timing Requirements for Multifamily and Townhome Construction.*** Upon the issuance by the Town of tenant Certificates of Occupancy for at least 300,000 square feet of retail development the developer may construct up to 300 multifamily units and up to 150 Townhome units. Upon the issuance by the Town of tenant Certificates of Occupancy for at least 600,000 square feet of retail the developer may construct up to a total of 600 multifamily units. Upon the issuance by the Town of tenant Certificates of Occupancy of 900,000 square feet of retail the developer may construct up to a total of 1200 multifamily units.

3.2.6 ***Parking.*** The surface parking for multi-family development shall be screened along major roadways. Refer to Section 6.3 of this Ordinance for the additional general requirements pertaining to parking standards.

3.3 BUILDING CRITERIA

3.3.1 ***Maximum Building Height.*** All structures in Subdistrict 2 shall conform to the building height requirements set forth in Table 3-7 below. Building height shall be measured to the highest point of a roof surface.

Table 3-6. Maximum Building Height

Building Type	Height [1]	# Stories
Non-Residential [2]	80 ft.	5
Hotel	145 ft.	12
Office	145 ft.	12
Mixed Use (Vertical)	80 ft.	5
Townhome	40 ft.	3[6]
Multifamily, Urban Living[3]	80 ft.	5[4]
Parking Structures[5]	80 ft.	4

Notes

1. Non-habitable elements integral to the design of buildings shall be allowed to exceed the height limit in accordance with the Town's Zoning Ordinance Chapter 4, Section 9.5.
2. Includes all non-residential buildings except hotel, office buildings and mixed use.

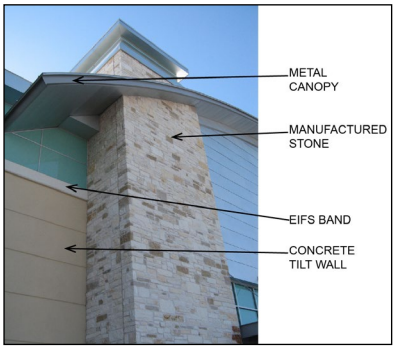
Hospitals will have an allowed height of 12 stories.
3. Refer to Section 8.0 for definition of building type.
4. No structure shall exceed two stories or 40' when located 150 feet or less from a single family zoning district.
5. Main parking structure should not exceed the height of adjacent building it is serving. The maximum allowed height is reduced to 40' if predominately visible to public ROW unless otherwise approved by the Town.
6. The minimum height of a townhome is 2 stories.

3.3.2 Maximum Building Length. There shall be no maximum length for buildings located within Subdistrict 2. However, all buildings shall be required to conform to the Building Articulation standards set forth in Section 3.3.7.

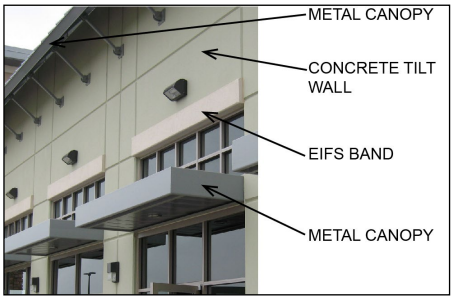
3.3.3 Building Materials. Exterior materials used in the construction of buildings shall comply with the following standards.

a. Non-Residential and Multifamily building types shall comply with the following standards:

1. All building façade's shall be architecturally finished with 100% masonry with an allowance for up to 10% secondary materials. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, granite, marble, architectural concrete block, and textured and painted concrete tilt-wall (non-residential building types only). Stucco may be used on areas of facades that are at least nine (9) feet above grade on non-residential buildings and on the third floor and above for multifamily buildings. Textured and painted concrete tiltwall shall be limited to 50% on the front façade and 75% on the side façades. Windows, doors, porches, gables, balconies and accent materials shall be excluded from the façade area for the purposes of calculating primary building materials.











2. The front and side facades of all multifamily buildings shall be finished with a minimum twenty (20) percent natural or manufactured stone or integral color split-faced block.

3. The front and side facades of all non-residential buildings shall be finished with a minimum of twenty-five (25) percent natural or manufactured stone.

4. A minimum of twenty (20) percent of the rear façade of any building along U.S. Highway 380 shall be natural or manufactured stone. All other rear facades facing a public right-of-way shall be a minimum of ten (10) percent natural or manufactured stone unless a landscape screen consisting of a double row of evergreen canopy trees is provided along said right-of-way.

5. Windows, doors, porches, gables, balconies and accent materials shall be excluded from the façade area for the purposes of calculating primary building materials.







b. Townhome building types shall comply with the following standards.

1. The exterior facades shall be constructed at 100% masonry. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, stucco (second floor or above), and cementicious fiber board (not to exceed 50% of 2nd story, in a different vertical plane and above of any façade area). Windows, doors and dormers shall be excluded from the façade area for the purpose of calculating primary building materials.

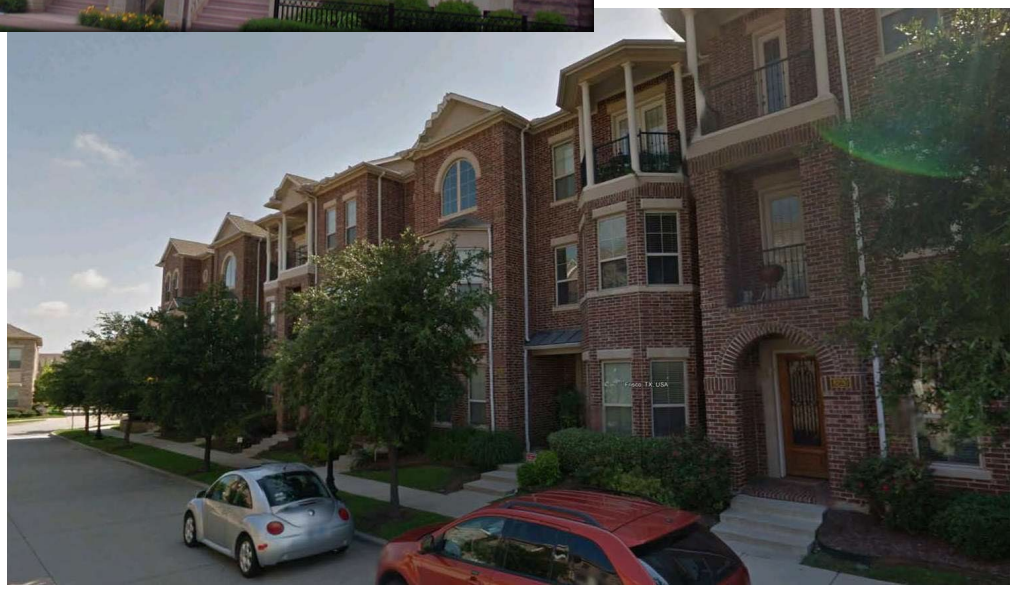
2. Townhomes shall be a minimum of two stories.

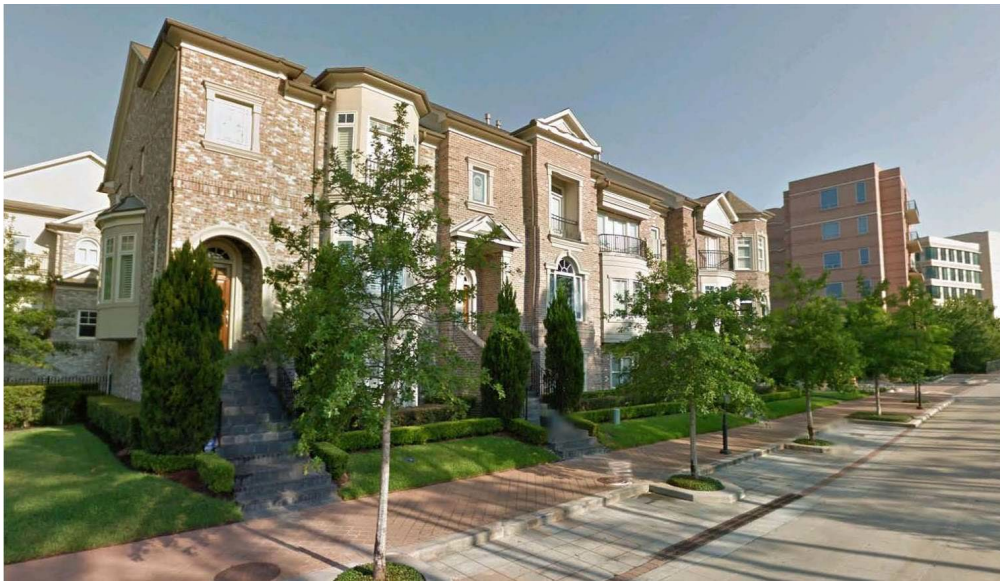
3. Each townhome unit shall have an attached garage. Garages shall open to the rear of the townhome and shall not face the public right-of-way.

Conceptual Photos – The following photographs shall be generally representative of the architectural style, ~~color~~ and material selections depicted therein.









3.3.4 ***Window Areas.*** Shall not exceed 80% of any façade area for buildings located in Subdistrict 2. Windows shall have a maximum exterior visible reflectivity of 10%.

3.3.5 ***Building Entries.*** Building entries shall be clearly defined by incorporating distinguishing architectural features, awnings, canopies, lighting, signage or building articulation.







3.3.6 ***Awnings, Canopies, Arcades and Overhangs.*** These elements shall be designed and materials shall be used to complement the building design. They should be located to be as functional as possible, and with consideration to landscape areas that may be impacted by their placement.





3.3.7 Building Articulation.

a. Town Center. The Town Center is envisioned as a vibrant mixed use area at the heart of Subdistrict 2, combining retail, restaurant, entertainment, living and working into a pedestrian oriented destination not only for the "Gates" neighborhood but also for the surrounding communities. To create an intimate pedestrian environment, buildings should be designed to incorporate articulation both horizontally and vertically at intervals of not more than 30 feet. Acceptable forms of articulation shall include the following:



1. Canopies, awnings, or porticos
2. Wall recesses / projections
3. Arcades
4. Arches
5. Display windows
6. Architectural details, such as tile work and moldings, integrated into the building façade
7. Articulated ground floor levels or base
8. Articulated cornice line
9. Integrated planters or wing walls that incorporate landscape and sitting areas
10. Offsets, reveals or projecting rib used to express architectural or structural bays
11. Varied roof heights





b. Large Peripheral Buildings. All nonresidential buildings greater than 50,000 sf with facades that face a street, have an entrance, or are highly visible from roads or parking fields shall incorporate changes in wall plane with a depth of at least 6 feet, both horizontally and vertically, at intervals of not more than 100 feet.

Building façades that do not face a street or are not visible from roads or parking fields shall incorporate one of the following:

1. Repeating pattern of wall recesses and projections, pilasters, offsets or reveals.
2. Changes of color, texture or material either horizontally or vertically at intervals of not more than 60 feet.

3.3.8 Above-Grade Structured Parking. When structured garages are provided, sufficient access from the right-of-way or fire lane and access easement shall be provided. Entrances and exits shall be clearly marked for vehicles as well as pedestrians. The exterior façade of the parking structure, if visible from the street, shall incorporate similar design elements and finishes as the surrounding buildings in order to minimize the visual impact and shall be designed to minimize visibility from the street.

Parking structures should be oriented in a manner to avoid a general site line from the intersection of Preston/US 380 unless otherwise approved by the Town.

3.3.9 Projections into Setbacks and/or Rights-of-Way.

a. The following projections shall be permitted into a building setback or right-of-way for non-residential or mixed-use buildings only.

1. Ordinary building projections, including, but not limited to water tables, sills, belt courses, pilasters, and cornices may project up to 12 inches beyond a building face or architectural projection into the setback, but not the right-of-way.
2. Business signs and roof eaves may project up to 36 inches beyond the building face or architectural projection into the setback, but not the right-of-way.
3. Architectural projections, including balconies, bays, towers, and oriels; show windows (1st floor only); below grade vaults and area-ways; and elements of a nature similar to those listed; may project up to 48 inches beyond the building face into the setback, but not the right-of-way.
4. Canopies and/or awnings may project from the building face over the entire setback. Additionally, they may be extended into the right-of-way to be within eight inches of the back of curb if used to provide a covered walkway to a building entrance and as long as any canopy/awning support is no closer than 24 inches from the back of curb.
5. Below-grade footings approved in conjunction with building permits.

Projections as described above shall only be permitted into a building setback or right-of-way provided the following:

1. No projection shall be permitted into a building setback or right-of-way of Preston Road, Lovers Lane, Coleman Street or US Highway 380, or any other major or minor thoroughfare.
2. Such projections do not extend over the traveled portion of a roadway.
3. The property owner has assumed liability related to such projections
4. The property owner shall maintain such projection in a safe and non-injurious manner.

b. Where balconies, awnings, stoops and front porches are provided for Townhome and multifamily uses, they shall be permitted to encroach a maximum of five feet into the front setback line.

3.4 MULTIFAMILY CRITERIA

Multifamily construction within this development shall conform to the following urban-style criteria:

1. For the multi-family construction located outside of the Lifestyle Center, a~~A~~ minimum of forty (40) percent of the units will have private garages. Structured garages shall qualify as private garages.
2. On-street parallel parking along public and private streets other than major or minor thoroughfares is required and is allowed to count towards the required parking for the adjacent development.
3. All on-site surface parking will be located towards the interior of the site to minimize viewing from surrounding public streets. All interior surface parking shall be screened along major roadways.
4. Tandem parking (ie. One parking space behind either a garage or carport parking space) shall be allowed and considered in the calculation of the required parking.
5. Front porches and/or stoops are required on facades which front public streets.
6. All multi-family buildings located within the Lifestyle Center area south of Richland Boulevard shall have air conditioned and heated corridors and hallways.
7. All multi-family buildings located within the Lifestyle Center area south of Richland Boulevard shall incorporate special architectural consideration for the corner elements of the buildings.
8. All multi-family buildings located within the Lifestyle Center south of Richland Boulevard shall incorporate enhanced masonry elements to their exterior façade.
9. Sidewalks with a minimum clear width of 6' shall be constructed along all public streets adjacent to multifamily developments. Clear width shall be increased to 7' adjacent to vertical mixed use developments.
10. A buffer region shall be established along all streets having on-street parking. The buffer regions shall have a minimum width of six (6) feet and shall be continuous and located adjacent to the curb. This region shall be planted with street trees located a minimum of four (4) feet from the curb at an average spacing of not more than thirty (30) feet on center. Street trees shall be a minimum of three (3) inch caliper when planted. Root barriers shall be used in conjunction with all street trees.
11. Street furniture consisting of a minimum of a bench and a waste receptacle shall be located within the buffer area in at least one location along each block.

Conceptual Photographs – The following photographs shall be generally representative of the architectural style, color and material selections depicted therein.









3.5 PERMITTED USES

3.5.1 General. The following general conditions shall apply to Subdistrict 2.

a. Big Box uses are permitted by right within Subdistrict 2.

3.5.2 ~~3.5.2~~ Permitted Use Matrix. The permitted uses within Subdistrict 2 shall be in accordance with the Permitted Use Matrix in Section 6.6 of this Ordinance.

3.5.3 Upscale Uses Any hospitality and retail uses shall be upscale, as approved by the Director of Development Services.

4.0 SUBDISTRICT 3—DOWNTOWN CENTER

4.1 GENERAL PURPOSE AND DESCRIPTION

The *Downtown Center* Subdistrict will serve the purpose of providing an active living and working community benefiting from its proximity to the existing town core and the planned Lifestyle and/or Regional Retail Centers to the south. The development standards for non-residential and mixed-use development included in this Subdistrict are generally consistent with the Retail, Commercial and Office zoning districts in the existing Town of Prosper Zoning Ordinance, while the development standards for residential development are generally consistent with the Townhome and Single Family ~~Multifamily~~ zoning districts in the existing Town of Prosper Zoning Ordinance and/or the Life Style Standards outline herein. The Design Guidelines and architectural standards are intended to define the "Downtown Center" design theme for this Subdistrict by providing opportunities to leverage from the entertainment, office and/or retail venues located within and/or adjacent to this Subdistrict. Open space elements will be located so as to provide convenient recreational space and a central focal element for this Subdistrict, along with a walkable connection to the retail and entertainment districts provided to the south.~~proposed new Town Hall/Governmental Center~~. The uses that will be permitted in this Subdistrict will allow for a flexibility of options including medical campus, office, civic activities, and complementary residential housing. This area could also be developed as a more traditional business park/governmental center if proven to better fit the market demands for such a use.

4.2 SITE CRITERIA

4.2.1 Property Development Regulations. The proposed land uses and housing types shall conform to the property development regulations in this Section. The proposed land uses within Subdistrict 3 may utilize the Traditional Standards in Tables 4-1, and 4-2 or the Urban Standards in Tables 4-3, 4-4 and 4-5. Where Urban Standards are utilized, these standards shall apply to an entire block length so as not to disrupt the continuity of the streetscape.

Table 4-1. Size of Yards – Non Residential and Townhome

Land Use/Housing Type[1]	Minimum Front[6]	Minimum Side[4]	Minimum Corner[6]	Minimum Rear
Retail	5 ft.	(2)	5 ft.	(2)
Commercial	5 ft.	(2)	5 ft.	(2)
Office	5 ft.	(2)	5 ft.	(2)
~~Mixed Use (Vertical)~~	~~5 ft.~~	~~(2)~~	~~5 ft.~~	~~(2)~~
Townhome	20 ft.[3]	10 ft.	15 ft.	20 ft.[5]

Notes

1. Refer to Section 8.0 for definitions pertaining to Retail, Commercial, Office and Mixed Use Land Uses.
2. Minimum setback of 10 feet adjacent to a nonresidential district; Minimum setback of 15 feet adjacent to a residential district; Setback may be eliminated for attached buildings.
3. The front setback may be reduced to 10 feet where vehicular access is provided via a rear alley.
4. Side setback shall be zero feet for interior units with a minimum building separation of 10 feet between buildings without openings (e.g., windows) and 15 feet between buildings with openings.
5. ~~The rear setback may be reduced to 10 feet where vehicular access is provided at the front~~

of the unit.

6. Additional area needed for sidewalks, outdoor dining, landscaping, etc. may be provided within public ROW and/or easements of the adjacent roadways upon approval of Town Staff.

Table 4-2. Size of Lots and Lot Coverage—Non-Residential ~~& Mixed Use (Vertical)~~

Land Use[1]	Minimum Lot Area	Minimum Lot Width	Minimum Lot Depth	Maximum Lot Coverage	Maximum FAR
Retail	10,000 sq. ft.	70 ft.	100 ft.	50%[2]	0.6:1.0
Commercial	10,000 sq. ft.	70 ft.	100 ft.	50%[2]	3.0:1.0
Office	7,000 sq. ft.	70 ft.	100 ft.	60%[2]	5.0:1.0
~~Mixed Use (Vertical)~~	~~10,000 sq. ft.~~	~~70 ft.~~	~~100 ft.~~	~~100%[2]~~	~~5.0:1.0~~

Notes

1. Refer to Section 8.0 for definitions pertaining to Retail, Commercial, Office and Mixed Use Land Uses.
2. Includes main buildings. Parking structures and surface parking facilities shall be excluded from the coverage computations.
3. Structural parking facilities and surface parking lots shall not be included in lot coverage calculations.

Table 4-3. Size of Yards – Residential (Urban Standards)

Land Use/Housing Type	Minimum Front[3]	Minimum Side	Minimum Corner	Minimum Rear
Townhome[1~~2~~]	5 ft.	5 ft.[3]	15 ft.	20 ft.
Single Family (Center Loaded)~~Multifamily, Urban Living~~	15 ft.	7 ft. [2]~~(1,3)~~	15 ft.	20 ft.~~(1)~~
Single Family (Side Loaded)	15 ft.	0 ft.[4]	15 ft.	20 ft.

Notes

~~1. Minimum setback of 10 feet adjacent to a nonresidential district. Minimum setback of 25 feet adjacent to a residential district. Setback may be eliminated for attached buildings.~~

1~~2~~. Vehicular access for Townhomes shall be provided at the rear of the unit via alleys.

- All garage doors are to be cedar/wood clad or shall be finished to give the appearance of a real wood door.~~equivalent~~. Plain m~~M~~etal garage doors are not permitted.

2~~3.~~ A minimum building separation of 10~~5~~ feet is required.

3. Due to the urban nature of this development, the front setback shall not be staggered.

4. If side loaded or zero lot line alternate is used the opposite side yard shall be a minimum of 10'. All buildings shall have a minimum separation of 10'.

Table 4-4. Size of Lots and Lot Coverage—Residential

Housing Type	Minimum Lot Area	Minimum Lot Width[2]	Minimum Lot Depth	Maximum Lot Coverage	Maximum No. of Lots~~Density~~
Townhome	1,800~~2,500~~ sq. ft.	20 ft.	90 ft.	90%	150~~10 du/ac~~
Single Family ~~Multifamily[2]~~	6875~~10,000~~ sq. ft.	55~~80~~ ft.	100~~100~~ ft.	90%[1]	~~N/A~~

Notes

1. Includes main building, accessory buildings and structured parking facilities.
2. Measured at the front setback line, except for lots located at the terminus of a cul-de-sac, curve or eyebrow which may have a minimum width of forty-five (45) at the front setback provided all other requirements of this section are met.

4.2.2 Minimum Dwelling Area.

a. Townhome. The minimum dwelling area shall be 1,500 square feet and a minimum 2 story.

b. Single Family ~~Multifamily~~. The minimum dwelling area for a single family home on a 55 foot wide lot shall be 1800 square feet.~~one bedroom unit shall be 700 square feet; a two bedroom unit shall be 850 square feet. Additional bedrooms shall provide an additional 150 square feet per bedroom.~~

4.2.3 Maximum Residential Dwelling Units. ~~The maximum number of multi-family residential dwelling units allowed within Subdistrict 3 shall be 300 units. However, the total number of multifamily units for all Subidstricts may not exceed 600 units.~~ The maximum number of Townhome units in Subdistrict 3 shall be 150 units. ~~However, the maximum combined number of Townhome units in all subdistricts may not exceed 150 units. Any residential units not developed within Subdistrict 3 shall be allowed to be developed in Subdistrict 2 provided the density standards for each Housing Type (See Tables 3-3 and 3-5) for Subdistrict 2 are followed.~~ There is no maximum on the allowable number of Single Family detached lots.

~~***4.2.4 Location Requirements for Multifamily and Townhome Construction***. Apartments shall be constructed in (i) that portion of Subdistrict 2 immediately east of the BNSF railroad line, south of Lovers Lane, north of the Lifestyle Center and west of the proposed north-south greenbelt, (ii) the area bordered on the north by Lovers Lane, on the east by Coleman Street, on the south by the Lifestyle Center, and on the west by the proposed north-south greenbelt, and (iii) that portion of Subdistrict 3 immediately east of the BNSF railroad line, north of Lovers Lane and west of the proposed north-south greenbelt. Townhomes may be constructed in (i) the same locations as the apartments referenced herein, (ii) adjacent to First Street in Subdistrict 3 and (iii) that area west of Coleman Street, north of Lovers Lane and east of the proposed north-south greenbelt.~~

~~***4.2.5 Timing Requirements for Multifamily and Townhome Construction.*** Upon the issuance by the Town of tenant Certificates of Occupancy for at least 300,000 square feet of retail~~

~~development the developer may construct up to 300 multifamily units and up to 150 Townhome units. Upon the issuance by the Town of tenant Certificates of Occupancy for at least 600,000 square feet of retail the developer may construct up to a total of 600 multifamily units.~~

4.2.6 ***Parking.*** Refer to Section 6.3 of this Ordinance for the general requirements pertaining to parking standards~~.~~.

4.3 BUILDING CRITERIA

4.3.1 ***Maximum Building Height.*** All structures in Subdistrict 3 shall conform to the building height requirements set forth in Table 4-5 below. Building height shall be measured to the highest point of a roof surface.

Table 4-5. Maximum Building Height (~~5~~7)

Building Type	Height (1)	# Stories
Non-Residential (2)	60 ft.	4
Hotel	80 ft.	5
Office	100 ft.	8
Hospital	100 ft.	8
Townhome	40 ft.	3(~~4~~6)
Single Family Detached ~~Multifamily, Urban Living~~(~~3~~)	40~~80~~ ft.	2~~5~~(~~4~~)
Parking Structures(~~3~~5)	80 ft.	4

Notes

1. Non-habitable elements integral to the design of buildings shall be allowed to exceed the height limit by a maximum of 20 feet.
2. Does not include hospitals, hotels, office, or medical office buildings.

~~3. Refer to Section 8.0 for definition of building type.~~

~~4. No structure shall exceed two stories or 40' when located 150 feet or less from a single family zoning district.~~

3~~5~~. Main parking structure should not exceed the height of adjacent building it is serving. The maximum allowed height is reduced to 40' if generally visible to public ROW.

4~~6~~. The minimum height of a townhome is two-story.

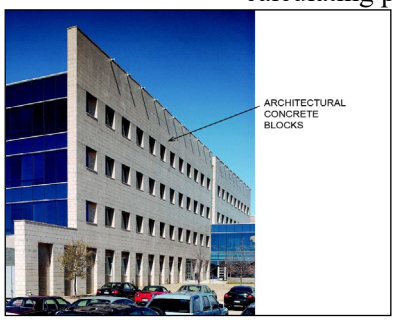
5~~7~~. No structure within 750' of First Street can exceed 4-stories in height (60 feet max.).

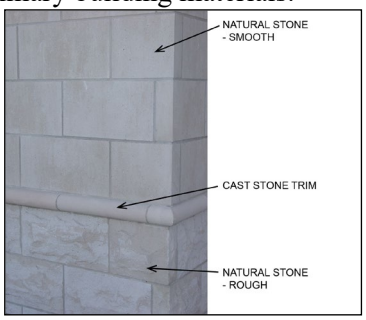
4.3.2 ***Maximum Building Length.*** There shall be no maximum length for buildings located within Subdistrict 3. However, all buildings shall be required to conform to the Building Articulation standards set forth in the Town's zoning ordinance.

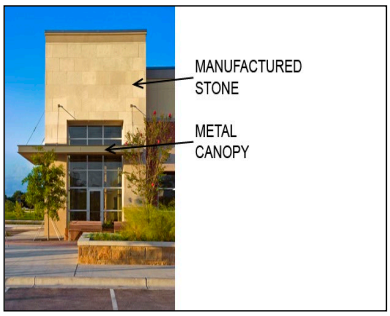
4.3.3 ***Building Materials.*** Exterior materials used in the construction of buildings shall comply with the following standards.

a. Non-Residential ~~and multifamily~~ building types shall comply with the following standards:

1. All building façade's shall be architecturally finished with 100% masonry with an allowance for up to 10% secondary materials. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, granite, marble, architectural concrete block, and textured and painted concrete tilt-wall (non-residential building types only). Stucco may be used on areas of facades that are at least nine (9) feet above grade on non-residential buildings and on the third floor and above for multifamily buildings. Textured and painted concrete tiltwall shall be limited to 50% on the front façade and 75% on side façades. Windows, doors, porches, gables, balconies and accent materials shall be excluded from the façade area for the purposes of calculating primary building materials.







~~2. The front and side facades of all multifamily buildings shall be finished with a minimum twenty (20) percent natural or manufactured stone or integral color split faced block.~~

~~3.~~2. The front and side facades of all non-residential buildings shall be finished with a minimum of twenty-five (25) percent natural or manufactured stone. The rear façade of any non-residential building facing a public right-of-way shall be finished with a minimum of ten (10) percent natural or manufactured stone unless a landscape screen consisting of a double row of evergreen canopy trees is provided along said right-of-way.

~~4.~~3. Windows, doors, porches, gables, balconies and accent materials shall be excluded from the façade area for the purposes of calculating primary building materials.





~~5.~~4. ~~All multifamily criteria and conceptual photos in section 3.4 of this~~







~~ordinance also applies in this subdistrict.~~

b. Townhome building types shall comply with the following standards.

1. The exterior facades shall be constructed of 100% masonry. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, stucco (second floor and above), and cementicious fiber board (not to exceed 50% of 2nd story and above of any façade area). Windows, doors, porches, columns and dormers shall be excluded from the façade area for the purpose of calculating primary building materials.

2. Townhomes shall be a minimum of two stories.

3. Each townhome unit shall have an attached garage. Garages shall open to the rear of the townhome and shall not face the public right-of-way.

~~3.~~4. Additional articulation shall be provided on the sides of townhome units that are adjacent to a public street or open space.

Conceptual Photos – The following photographs shall be generally representative of the architectural style, color and material selections depicted therein for the townhome buildings in Subdistrict 3.





c. Single Family Residential building types shall comply with the following standards.

1. The exterior facades shall be constructed of 100% masonry. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, stucco (second floor and above), and cementicious fiber board (not to exceed 50% of 2nd story and above of any façade area). Windows, doors, porches, columns and dormers shall be excluded from the façade area for the purpose of calculating primary building materials.

2. Architectural features and porches may encroach into required front and rear yards up to five (5) feet.

3. Each Single Family home shall have an attached garage. Garages shall be minimum 2-car.
4. Carports are not allowed.
5. All fencing shall be 6 feet tall and constructed of either decorative metal, masonry or board on board cedar based upon the developer provided guidelines.
6. Ornamental metal fencing shall be required for any fencing located adjacent to a public park or public hike and bike trail.
7. The northern tier of single family homes in Subdistrict 3 along Main and McKinley Street shall have open fencing.
8. For lots with a zero (0) side yard setback
    a. A roof overhang equipped with a gutter may extend a maximum of twelve (12) inches into a neighboring property. No other roof overhangs or extensions from a wall may extend into a neighboring lot.
    b. The closest exterior roofline to an adjacent property shall be storm guttered if the general slope of the roof falls toward the neighboring property. Gutters shall include returns to direct the water to the lot of origin.
    c. The "zero" side shall be designated on the Final Plat. All access, maintenance, and use easements shall be provided on preliminary and Final Plats.
    d. A five (5) foot wide access, maintenance, and use easement shall be dedicated on the Final Plat for all lots adjacent to lots with a "zero" side. The purpose of this easement is to the give the adjoining owner access for maintenance of his/her dwelling.
    e. The majority of one side of the structure shall be located within three (3) feet of one side lot line. Building walls which are located adjacent to the "zero" side of the lot shall not have any doors, windows, ducts, grills, vents, or other openings. This requirement precludes exterior walls forming enclosures for courts, patios, or similar indentations to the "zero" wall.

~~Conceptual Photos – The following photographs shall be representative of the architectural style, color and material selections depicted therein.~~





4.3.4 Window Areas. The window area for Non-residential buildings ~~There~~ shall not exceed 80% of any façade ~~area~~ for buildings located in Subdistrict 3. Windows shall have a maximum exterior visible reflectivity of 10%, unless otherwise approved by the Director of Development Services or his/her designee.

4.3.5 Building Entries. Building entries shall be clearly defined by incorporating distinguishing architectural features, awnings, canopies, lighting, signage or building articulation.





4.3.6 Awnings, Canopies, Arcades and Overhangs. These elements shall be designed and materials shall be used to complement the building design. They should be located to be as functional as possible, and with consideration to landscape areas that may be impacted by their placement.

4.3.7 Above-Grade Structured Parking. When structured garages are provided, sufficient access from the right-of-way shall be provided. Entrances and exits shall be clearly marked for vehicles as well as pedestrians. The exterior façade of the parking structure, if visible from the street, shall incorporate similar design elements and finishes as the surrounding buildings in order to minimize the visual impact and shall be designed to minimize visibility from the street.

Parking structures should be oriented in a manner to avoid a general site line from the intersection of Preston/US 380 unless otherwise approved by the Town.

4.3.8 Projections into Setbacks and/or Rights-of-Way.

a. The following projections shall be permitted into a building setback or right-of-way for non-residential ~~or mixed-use~~ buildings only.

    1. Ordinary building projections, including, but not limited to water tables, sills, belt courses, pilasters, and cornices may project up to 12 inches beyond a building face or architectural projection into the setback, but not the right-of-way.

2. Business signs and roof eaves may project up to 36 inches beyond the building face or architectural projection into the setback, but not the right-of-way.
3. Architectural projections, including balconies, bays, towers, and oriels; show windows (1st floor only); below grade vaults and area-ways; and elements of a nature similar to those listed; may project up to 48 inches beyond the building face into the setback, but not the right-of-way.
4. Canopies and/or awnings may project from the building face over the entire setback. Additionally, they may be extended into the right-of-way to be within eight inches of the back of curb if used to provide a covered walkway to a building entrance and as long as any canopy/awning support is no closer than 24 inches from the back of curb.
5. Below-grade footings approved in conjunction with building permits.

Projections as described above shall only be permitted into a building setback or right-of-way provided the following:

1. No projection shall be permitted into a building setback or right-of-way of Lovers Lane, Coleman Street or Firstrost Street, or any other major or minor thoroughfare.
2. Such projections do not extend over the traveled portion of a roadway.
3. The property owner has assumed liability related to such projections
4. The property owner shall maintain such projection in a safe and non-injurious manner.

b. Where front porches are provided for Townhome or Single Family uses, they shall be permitted to encroach a maximum of five feet into the front setback line.

4.4 PERMITTED USES

4.4.1 General. The following general conditions shall apply to Subdistrict 3.

Additional commerical uses are allowed for the parcel(s) located on the west side of the railroad as noted in Section 6.76 under Wholesale Uses and Manufacturing/Industrial Uses.

4.4.2 Permitted Use Matrix. The permitted uses within Subdistrict 3 shall be in accordance with the Permitted Use Matrix in Section 6.76 of this Ordinance.

5.0 SUBDISTRICT 4 – RESIDENTIAL NEIGHBORHOOD

5.1 GENERAL PURPOSE AND DESCRIPTION

The *Residential Neighborhood* Subdistrict will serve the primary purpose of providing a planned residential community to serve the needs of the Town by facilitating a range of detached single-family housing opportunities. In addition, a small commercial tract will provide additional limited retail and commercial uses along Preston Road. Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Standards, the regulations of the Town's Zoning Ordinance (as it currently exists or may be amended) and Subdivision Ordinance (as it currently exists or may be amended) shall apply.

5.2 SINGLE FAMILY RESIDENTIAL TRACT

5.2.1 **Property Development Regulations**: This property may develop, under the standards for SF-10 as contained in the Town's Zoning Ordinance as it exists or may be amended, as front entry lot product subject to the specific provisions contained herein below. There will be no alley-served lots within the property.

5.2.2 **Density**: The maximum number of single family detached dwelling units for this PD is 200. This equates to an overall gross density of 2.82 units per acre.

5.2.3 **Lot Types**: The single family detached lots developed within the Properties shall be in accordance with the following Lot Types, provided a minimum of 40% are Type B lots:

Type A Lots: Minimum 8,640 square foot lots
Type B Lots: Minimum 9,990 square foot lots

5.2.4 **Area and building regulations**:

1. **Type A Lots:** The area and building standards for Type A Lots are as follows and as set forth in Table 1:

   (a) **Minimum Lot Size**. The minimum lot size for Type A Lots shall be eight thousand six hundred forty (8640) square feet. A typical lot will be 64' x 135' but may vary provided that the requirements in Table 1 are accommodated.

   (b) **Minimum Lot Width**. The minimum lot width for Type A Lots shall be sixty four (64) feet, as measured at the front setback, except for lots located at the terminus of a cul-de-sac, curve or eyebrow which may have a minimum width of fifty four (54) feet at the front setback provided all other requirements of this section are met.

   (c) **Minimum Yard Setbacks**.

   (1) Minimum Front Yard Setback: The minimum front yard setback for Type A Lots shall be twenty-five (25) feet.

(2) Minimum Side Yard Setback: The minimum side yard setback for Type A Lots shall be seven (7) feet. For corner lots adjoining a street, the minimum side yard setback shall be fifteen (15) feet on the side adjacent the street.

(3) Minimum Rear Yard Setback: The minimum rear yard setback shall be twenty-five (25) feet.

(4) Permitted Encroachment. Architectural features and porches may encroach into required front and rear yards up to five (5) feet. Swing-in garages may encroach into required front yards up to ten (10) feet provided that the wall of the garage facing the street contains a glass pane window with a minimum size of three (3) feet by five (5) feet and the height of the garage does not exceed one (1) story. Front facing garages are permitted to extend to the front façade of the main structure but may not encroach into the required front yard.

(d) **Minimum Floor Space**. Each one-story dwelling constructed on a Type A Lot shall contain a minimum of two thousand, three hundred (2300) square feet of floor space; two story dwellings shall be a minimum of two thousand six hundred fifty (2650) square feet. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling

(e) **Height**. The maximum height for structures on Type A Lots shall be forty (40) feet.

(f) **Driveways**. Driveways fronting on a street on Type A Lots shall be constructed of any of the following materials: colored concrete, brick pavers, stone, interlocking pavers, stamped concrete, salt finish concrete, concrete with stone or brick border OR any other treatment as approved by the Director of Development Services.

No broom finish concrete driveways will be allowed.

(g) **Exterior Surfaces**. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred (100) percent masonry. Cementitious fiber board is considered masonry but may only constitute thirty (30) percent of the area for stories other than the first story. However, cementitious fiber board 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. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Building Official.

No cementitious fiber board or any other siding material will be allowed on any front elevation nor on any side/rear elevation which is visible from an adjacent community street, common area, open space, park or perimeter.

(h) **Windows**. All window framing shall be bronzed, black, cream, sand or white anodized aluminum, vinyl or wood.

(i) **Roofing**. Structures constructed on the Type A Lots shall have a composition, slate, clay tile or cement/concrete tile roof.

The color of any composition roof must appear to be weathered wood shingles, black or slate.

Composition roof shingles must be laminated and have a minimum warranty of 30 years.

The main roof pitch of any structure shall have a minimum slope of 8" in 12" except for clay tile and cement/concrete tile roofs which shall have a minimum slope of 3" in 12". Pitch ends shall be 100% guttered.

(j) **Garages**.

(1) Homes shall have a minimum of two (2) car garages but no more than three (3). No carports shall be permitted.

(2) Homes with three (3) garages shall not have more than two (2) garage doors facing the street.

(3) No standard, traditional steel garage doors, painted or stained, will be allowed.

(4) Doors must be constructed of a material that gives the appearance of a real wood door when viewed from any community street. Materials may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.) or other material, including fiberglass or steel, that when stained or painted gives the appearance of a real wood door.

(5) Doors may be single or double wide doors.

(6) Additionally, two of the following upgrades must be incorporated:

(a) If single doors, doors must be separated by a masonry column.

(b) Garage doors may be "carriage style door" designs giving the appearance of a classic swing-open design with the flexibility of an overhead door operation.

(c) Doors may incorporate decorative hardware.

(d) Doors may incorporate windows.

(k) **Plate Height**. Each structure on a Type A Lot shall have a minimum principal plate height of 9' on the first floor.

(l) **Fencing**. Fences, walls and/or hedges on Type A Lots shall be constructed to meet the following guidelines.

(1) All Type A Lots backing or siding to land designated by plat as public park or public hike and bike trail shall have a decorative metal fence, minimum 6 foot in height, abutting said public area.

(2) All other Type A lot fencing shall be constructed of masonry, decorative metal or cedar. All cedar fencing will be board on board with a top rail and shall be supported with galvanized steel posts, 8-foot OC minimum. A common fence stain color as well as fence detail shall be established for the community by the developer.

(3) Solid masonry fencing shall only be allowed on lots adjacent to or abutting HOA-owned common area lots.

(4) Type A corner lots adjacent to a street shall be constructed of either decorative metal or cedar board-on-board along the side yard adjoining the street with masonry columns, per developer guidelines, placed at 21 feet OC.

(5) No fencing shall extend beyond a point fifteen feet (15') behind the front wall plane of the structure into the front yard.

(m) **Landscaping**.

(1)Corner lots adjacent to a street require two additional trees be planted in the side yard @ 30 feet OC.

(2)The front, side and rear yard must be fully sodded with grass and irrigated by an automated underground irrigation system.

(n) **Accessory Structures**. Accessory structures used as a garage, a garage apartment, or guest house, will not be allowed.

2. **Type B Lots**: The area and building standards for Type B Lots are as follows and as set forth in Table 1:

(a) **Minimum Lot Size**. The minimum lot size for Type B Lots shall be nine thousand nine hundred ninety (9990) square feet. A typical lot will be 74' x 135' but may vary provided that the requirements in Table 1 are accommodated.

(b) **Minimum Lot Width**. The minimum lot width for Type B Lots shall be seventy-four (74) feet as measured at the front setback, except for lots located at the terminus of a cul-de-sac, curve or eyebrow which may have a minimum width of sixty-four (64) feet at the front setback provided all other requirements of this section are met.

(c) **Minimum Yard Setbacks**.

(1) **Minimum Front Yard Setback**: The minimum front yard setback for Type B Lots shall be twenty-five (25) feet.

(2) **Minimum Side Yard Setback**: The minimum side yard setback for Type B Lots shall be seven (7) feet. For corner lots adjoining a street, the minimum side yard setback shall be fifteen (15) feet on the side adjacent the street.

(3) **Minimum Rear Yard Setback**: The minimum rear yard setback shall be twenty-five (25) feet.

(4) **Permitted Encroachment**. Architectural features and porches may encroach into required front and rear yards up to five (5) feet. Swing-in garages may encroach into required front yards up to ten (10) feet provided that the wall of the garage facing the street contains a glass pane window with a minimum size of three (3) feet by five (5) feet and the height of the garage does not exceed one (1) story. Front facing garages are permitted to extend to the front façade of the main structure but may not encroach into the required front yard.

(d) **Minimum Floor Space**. Each single-story dwelling constructed on a Type B Lot shall contain a minimum of two thousand five hundred (2500) square feet of floor space; two story dwellings shall contain a minimum of three thousand (3000) square feet of floor space. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling.

(e) **Height.** The maximum height for structures on Type B Lots shall be forty (40) feet.

(f) **Driveways**. Driveways fronting on a street on Type B Lots shall be constructed of any of the following materials: colored concrete, brick pavers, stone, interlocking pavers, stamped concrete, salt finish concrete, concrete with stone or brick border OR any other treatment as approved by the Director of Development Services

No broom finish concrete driveways will be allowed.

(g) **Exterior Surfaces**. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of

one hundred (100) percent masonry. Cementitious fiber board is considered masonry but may only constitute thirty (30) percent of the area for stories other than the first story. However, cementitious fiber board 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. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Building Official.

No cementitious fiber board or any other siding material will be allowed on any front elevation nor on any side/rear elevation which is visible from an adjacent community street, common area, open space, park or perimeter.

(h) **Windows**. All window framing shall be bronzed, black, cream, sand or white anodized aluminum, vinyl or wood.

(i) **Roofing**. Structures constructed on the Type B Lots shall have a composition, slate, clay tile or cement/concrete tile roof.

The color of any composition roof must appear to be weathered wood shingles, black or slate.

Composition roof shingles must be laminated and have a minimum warranty of 30 years.

The main roof pitch of any structure shall have a minimum slope of 8" in 12" except for clay tile and cement/concrete tile roofs which shall have a minimum slope of 3" in 12". Pitch ends shall be 100% guttered.

(j) **Garages**.

(1) Homes shall have a minimum of two (2) car garages but no more than four (4). No carports shall be permitted.

(2) Homes with three (3) car garages shall not have more than two (2) garage doors facing the street.

(3) No standard, traditional steel garage doors, painted or stained, will be allowed.

(4) Doors must be constructed of a material that gives the appearance of a real wood door when viewed from any community street. Materials may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.) or other material, including fiberglass or steel, that when stained or painted gives the appearance of a real wood door.

(5) Doors may be single or double wide doors.

(6) Additionally, two of the following upgrades must be incorporated:

a. If single doors, doors must be separated by a masonry column.

b. Garage doors may be “carriage style door” designs giving the appearance of a classic swing-open design with the flexibility of an overhead door operation.

c. Doors may incorporate decorative hardware.

d. Doors may incorporate windows.

(k) **Plate Height**. Each structure on a Type B Lot shall have a minimum principal plate height of 9’ on the first floor.

(l) **Fencing**. Fences, walls and/or hedges on Type B lots shall be constructed to meet the following guidelines.

(1) All Type B Lots backing or siding to land designated by plat as a public park or public hike and bike trail shall have a decorative metal fence, minimum 6 foot in height, abutting said public area.

(2) All other fencing shall be constructed of masonry, decorative metal or cedar. All cedar fencing will be board on board with a top rail, and shall be supported with galvanized steel posts, 8-foot OC minimum. A common fence stain color as well as fence detail shall be established for the community by the developer.

(3) Solid masonry fencing shall only be allowed on lots adjacent to or abutting HOA-owned common area lots.

(4) Type B corner lots adjacent to a street shall be constructed of either decorative metal or cedar board-on-board along the side yard adjoining the street with masonry columns, per Developer guidelines, placed at 21 feet OC.

(5) No fencing shall extend beyond a point fifteen feet (15’) behind the front wall plane of the structure into the front yard.

(m) **Landscaping**.

(1) Corner lots adjacent to a street require two additional trees be planted in the side yard @ 30 feet OC.

(2) The front, side and rear yard must be fully sodded with grass and irrigated by an automated underground irrigation system.

(n) **Accessory Structures**. Accessory structures used as a garage, a garage apartment, a storage building or guest house, will not be allowed.

TABLE 1

	Lot Type A	Lot Type B
Min. permitted lot sizes	8640 sq. ft.	9990 sq. ft.
Min. Front Yard	25 ft.	25 ft.
Min. Side Yard	7 ft.	7 ft.
Corner Lot	15 ft.	15 ft.
Min. Rear Yard	25 ft.	25 ft.
Max. building Height	40 ft.	40 ft.
Max. Lot Coverage	50%	50%
Min. Lot Width	64 ft.	74 ft.
Min. Lot Depth	125 ft.	125 ft.
Min. Dwelling Area	2300 sq. ft. single story 2650 sq. ft. two story	2500 sq. ft. single story 3000 sq. ft. two story

5.3 COMMERCIAL TRACT

5.3.1 PROPERTY DEVELOPMENT REGULATIONS: The approximately 5.5 acre Commercial Tract of this subdistrict shall develop in conformance to the property development regulations established within this planned development ordinance for Subdistrict 1 except as indicated below.

5.4 PERMITTED USES

5.4.1 General. The following conditions apply to Subdistrict 4.
a. Big Boxes are not permitted within Subdistrict 4.

5.4.2 Permitted Use Matrix. The permitted uses within Subdistrict 4 shall be in accordance with the Permitted Use Matrix in Section 6.7 of this Ordinance.

6.0 GENERAL REQUIREMENTS

6.1 PLAN APPROVAL PROCESSES

6.1.1 ***General.*** Development shall generally take place in accordance with the attached Conceptual Development Plan (Exhibit D), Design Guidelines (Exhibit F) and Conceptual Thoroughfare Plan (Exhibit H).

6.1.2 ***Conceptual Development Plan.*** Plats and/or site plans submitted for the development of the PD District shall conform to the data presented and approved on the Conceptual Development Plan (Exhibit D). Changes of detail on these final development plan(s) that differ from the Conceptual Development Plan (Exhibit D) may be authorized by the Planning & Zoning Commission, with their approval of the final development plan(s) and without public hearing, if the proposed changes do not:

1. Alter the basic relationship of the proposed development to adjacent property
2. Alter the uses permitted,
3. Increase the density,
4. Increase the building height,
5. Increase the coverage of the site,
6. Reduce the off-street parking ratio
7. Reduce the building lines provided at the boundary of the site, or
8. Significantly alter any open space plans

If the Planning & Zoning Commission determines that the proposed change(s) violates one (1) or more of the above eight (8) criteria, then a public hearing must be held to adequately amend the PD District's granting ordinance prior to the Planning & Zoning Commission's approval of the final development plan(s).

Any change to the boundaries of an individual Subdistrict that results in a change of less than 15% of the land area for that Subdistrict may be authorized by the Director of Development Services or his/her designee.

6.2 OPEN SPACE

6.2.1 ***General.*** The open space and parkland dedication requirements shall be in accordance with the Town's zoning ordinance unless specified herein and/or other requirements / regulations are established via a developer's agreement with the Town at which time the authorized Developer's Agreement will hold precedence over this Planned Development and/or the Town's zoning Ordinance requirements.



6.2.2 ***Design Criteria.*** Land utilized to satisfy Open Space requirements shall meet the following criteria, as relevant:

a. A maximum of 1/2 of the required on-site Open Space for either Townhome or Multifamily development may be located off the platted lot however, within 1000' of any unit of a development towards which it will be counted with respect to the Townhome or Multifamily development but within the boundary of the overall Planned Development provided the off-site and on-site Open Space is interconnected by a minimum eight-foot trail system.

b. Required Open Space for non-residential areas do not have to be located on the individual platted lots but allocated as part of the overall master plan and/or site plan.

6.3 PARKING REQUIREMENTS

6.3.1 General. The following general standards shall apply.

a. The number of parking spaces provided for uses shall be in accordance with the requirements established in Section 6.3.2 of these standards.

b. Where on-street parking is provided, angled as well as parallel parking shall be permitted. On-street parking shall not be permitted within 30 feet of the curb line of a cross street, drive or common access easement.

c. On-street parking spaces shall be permitted within Subdistricts 2 and 3 within this Planned Development. Parking spaces may be provided in the right-of-way and shall conform to Town standards for vehicle parking areas. No on street parking spaces will be allowed on major or minor thoroughfares.

~~c.~~d. Interior surface parking for the multi-family development located in the Lifestyle Center area south of Richland Boulevard in Subdistrict 2 shall be screened along major roadways.

~~d.~~e. Vehicle maneuvering shall be allowed within the public right-of-way where on-street parking is provided.

~~e.~~f. When structured parking garages are provided, adequate access from public rights-of-way via private drives and/or access easements shall be made readily available.

~~f.~~g. Parking aisles, where practicable, shall be designed to be perpendicular to the front of the primary building in the development.

~~g.~~h. Parking spaces that face and are adjacent to a building shall utilize curbs, wheel stops, and/or bollards.

~~h.~~i. Speed bumps/humps are not permitted within a fire lane. However, speed tables may be permitted within a fire lane provided they are approved by the Town of Prosper Fire Department at the time of plat and/or site plan submittal.

~~i.~~j. Dead-end parking aisles are discouraged and shall only be permitted in unique circumstances upon approval by the Director of Development Services or his/her designee.

~~j.~~k. In the case of mixed uses, uses may share parking spaces where the practicability of shared parking can be demonstrated. The applicant shall submit a parking analysis to the Director of Development Services demonstrating the feasibility of shared parking. The parking analysis shall address, at a minimum, the size and type of the proposed development, location of required parking, the composition of tenants, the anticipated rate of parking turnover, and the anticipated peak parking and traffic loads for all

uses that will be sharing off-street parking spaces. The applicant shall also demonstrate that any parking reduction requested as part of the shared parking study will not result in the spillover of parking onto other properties.

~~k.~~l. Outdoor patio and sidewalk dining, as well as other public seating areas, are permitted; these areas shall be included in parking calculations at a rate of 50% of standard requirements.

~~l.~~m. Surface parking is allowed in urban living multifamily development as long as the parking areas other than on-street parking are located internal to the multifamily development and are screened from public right of way through the use of landscaping and/or walls and structures.

~~m.~~n. For vertical mixed use developments, no more than one drive with parking on both sides is allowed between the mixed use structure and the public ROW(s) unless otherwise approved by the Town.

6.3.2 Parking Requirements Based on Use. In all Subdistricts, at the time any building or structure is erected or structurally altered, parking spaces shall be provided in accordance with the following requirements:

- **Assisted Living Facility or Congregate Care Facility:** 1.1 parking spaces per dwelling unit.
- **Automobile Oil Change and Similar Establishments:** One parking space per service bay plus one parking space per maximum number of employees on a shift. The stacking requirements shall be 3 stacking spaces per bay.
- **Dwellings, Townhomes:** Two spaces for each unit. Townhome units with one-car garages shall be permitted to satisfy this requirement through tandem parking spaces by providing one covered space and one space located directly adjacent to the garage, provided the tandem parking spaces have minimum dimensions of nine feet by twenty feet. Townhome units with two-car garages shall provide two covered spaces, located behind the ~~front~~ building line, and two maneuvering spaces for each unit. ~~Permitted on-street parking shall count toward the required off-street parking requirement provided the space(s) are within 300 feet of the property line of the affected lot.~~
- **Dwellings, Multifamily:** One and one-half spaces for one bedroom units, plus one-half additional space for each additional bedroom. The required number of spaces shall be no less than 1.8 spaces per dwelling unit overall. Covered or enclosed parking shall not be required for Multifamily Dwellings except as specified in other sections of this ordinance. Where provided, covered or enclosed parking shall be counted to satisfy the minimum off-street parking requirements. Covered or enclosed parking may be a part of the dwelling structures or an accessory building. Tandem parking spaces shall be permitted to satisfy parking requirement provided they are located in front of a garage and have minimum dimensions of nine feet by twenty feet.
- **Gasoline Station:** Minimum of three spaces for employees. Adequate space shall be provided for waiting, stacking, and maneuvering automobiles for refueling. A convenient store portion of a gas station shall be parked at a ratio of one parking space per 250 square feet of gross floor area.

- **Mail Kiosks.** Mail Kiosks shall have a minimum of five of the required parking spaces for the development within 50 feet, unless a drive-through facility is provided.
- **Medical or Dental Office:** One space per 250 square feet of floor area. Facilities over 20,000 square feet shall use the parking standards set forth for hospitals.
- **Retail Store or Personal Service Establishment, Except as Otherwise Specified Herein:** One space per 250 square feet of gross floor area.
- **Restaurant, Cafe or Similar Dining Establishment:** One parking space for each 100 square feet of gross floor area.

6.4 DETENTION PONDS

Detention Ponds located adjacent to Preston Road or at other high visibility locations as generally depicted on Exhibit D, shall be treated as open space amenities and landscaped as such. If there are no prohibitive regulatory permitting issues or design constraints, these ponds will be constructed to maintain a constant normal pool elevation. The Town's engineering department shall review and confirm any design constraints that would preclude the pond from maintain a constant pool elevation. Detention ponds located in less visible locations shall be fully vegetated with turfgrass and designed to drain completely and allow ease of maintenance. All visible outfall structures shall be faced with stone.

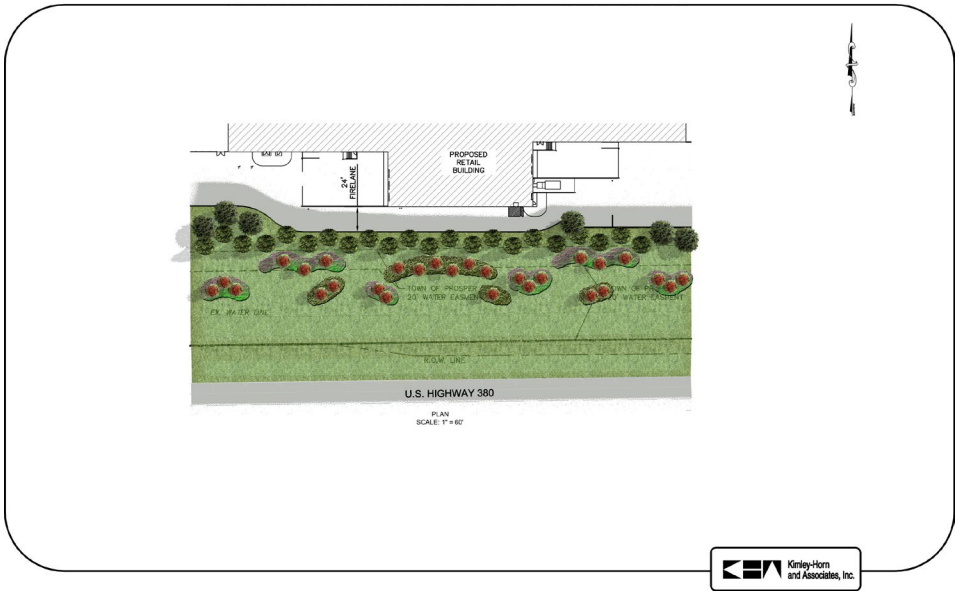
6.5 LANDSCAPING

6.5.1 General. All required landscape areas shall comply with the specific standards contained in the Town of Prosper Zoning Ordinance except as noted herein.

6.5.2 Landscape Area Requirements. The below standards shall be applied consistent with the land uses specified below.

a. Non-Residential and Mixed Use. These standards apply to Non-Residential and Mixed-Use land uses.

1. All retail buildings which back to US 380 shall be screened with the planting of a double row of evergreen trees such as eastern red cedars or other similar tree that will provide a continuous screen. The evergreen trees used for the screen shall be a minimum of 8 foot tall at the time of planting. There will also be additional berming and planting of smaller shrubs and trees within the water line easements along Highway 380 to the extent allowed by the Town.



2. Where on-street parking is provided, a minimum six-foot wide buffer yard shall be established in the right-of-way. The area shall be located adjacent to the curb and be planted with street trees located a minimum distance of four feet from the back of curb, with an average spacing no greater than 50 feet on center. All trees shall be a minimum of four caliper inches when planted. Due to the location of the street trees, root barriers shall be provided. The area shall also provide space for street furniture such as seating, street lighting, waste receptacles, fire hydrants, traffic signs, newspaper vending boxes, bus stops, bicycle racks, and public utilities. The placement of any items in the public right-of-way is subject to the approval of the Town's staff. If approved by the Town, a sidewalk with tree wells may abut the curb in lieu of said criteria.

b. Multifamily. These standards apply to multifamily land uses.

1. Perimeter Requirements.

(a) Thoroughfares. A landscape area consisting of living trees, turf or other living ground cover and being at least an average of 25 feet in width measured from the property line interior to the property shall be provided adjacent to and outside of the right-of-way on Lovers Lane, Coleman Street, and Richland Boulevard. A maximum deviation of five feet of the minimum width of the landscape area is permitted, provided the minimum average width of 25 feet or 30 feet; respectively, is maintained. One Large Tree, four-inch caliper minimum per 30 lineal feet of roadway frontage shall be planted within the required landscape area. The trees may be planted in groups with appropriate spacing based on species. A minimum of 15 shrubs with a minimum size of five gallons each will be planted in the landscape area for each 30 lineal feet of frontage. Parking abutting the landscape area will be screened from the adjacent roadway. The required screening may be with shrubs or earthen berms.

(b) Collectors or Other Roadway. A landscape area consisting of living trees, turf or other living ground cover and being at least an average of 15 feet in width measured from the property line interior to the property shall be provided adjacent to all other collector streets, where on-street parking is not provided. A maximum deviation of three feet of the minimum width of the landscape area is permitted, provided the minimum average width of ten feet is maintained.

Where on-street parking is provided, a minimum six-foot wide buffer yard shall be established in the right-of-way. The area shall be located adjacent to the curb and be planted with street trees located a minimum distance of four feet from the back of curb, with an average spacing no greater than 50 feet on center. All trees shall be a minimum of three caliper inches when planted. Due to the location of the street trees, root barriers shall be provided. The area shall also provide space for street furniture such as seating, street lighting, waste receptacles, fire hydrants, traffic signs, newspaper vending boxes, bus stops, bicycle racks, and public utilities. If approved by the Town, a sidewalk with tree wells may abut the curb in lieu of said criteria.

2. Interior Parking. Any multifamily surface parking area shall provide interior landscaping as follows:

(a) Twenty square feet of landscaping for each parking space shall be provided within the paved boundaries of the parking lot area.

(b) All landscaped areas shall be protected by a raised 6-inch concrete curb. Pavement shall not be placed closer than four feet from the trunk of a tree unless a Town approved root barrier is utilized.

(c) Landscape islands shall be located at the terminus of all parking rows, and shall contain at least one Large Tree, four-inch caliper minimum, with no more than 12 parking spaces permitted in a continuous row without being interrupted by a landscaped island. The maximum number of continuous parking spaces may be expanded with approval by the Director of Development Services or his/her designee, in the event that required islands are grouped to form larger islands.

(d) Landscape islands shall be a minimum of 160 square feet, not less than nine feet wide and a length equal to the abutting space.

(e) There shall be at least one Large Tree, three-inch caliper minimum, within 150 feet of every parking space. This minimum distance may be expanded with approval by the Director of Development Services or his/her designee, in the event that required islands are grouped to form larger islands.

(f) Subject to approval by the Director of Development Services or his/her designee, landscape islands may be grouped to form one large island. Grouping for large islands is prohibited adjacent to public street frontage.

(g) These standards shall not apply to structured parking facilities.

3. Building Landscaping. Foundation plantings of a single row of shrubs are required along the front façade of all buildings adjacent to a public street.

4. Irrigation Requirements. Permanent irrigation shall be provided for all required landscaping as follows:

(a) Irrigation lines shall be placed a minimum of two and one-half feet from a Town sidewalk or alley. Reduction of this requirement is subject to review and approval by the Town Engineer.

(b) Trees and shrubs shall be irrigated by bubbler irrigation lines only. Other landscaping may be irrigated by spray irrigation. Separate valves shall be provided to turn off the spray irrigation line during periods of drought or water conservation.

(c) Rain, freeze, and wind detectors shall be installed on all irrigation lines.

6.6 SIGNAGE

The developer will follow the Town's standard signage ordinance with the understanding it can create a special purpose sign district per Section 1.12 of the Town's sign ordinance for each development phase to meet the unique needs of the overall development.

6.7 PERMITTED USE MATRIX

RESIDENTIAL USES	SUBDISTRICT 1	2	3	4
Mobile and /or Manufactured Homes				
Model Home		●	●	●
Multifamily Dwelling (including loft, work/live units and studio apartments)		●	●	
Private Street Development (excluding MF)		S	S	S
Retirement Community Residential Development (RCRD Housing)		S	S	S
Single Family Dwelling, Attached (Townhome)		●	●	
Retirement Housing				12
Single Family Dwelling, Detached			●	●
Two Family Dwelling (Duplex)				

ACCESSORY & INCIDENTAL USES	SUBDISTRICT 1	2	3	4
Accessory Building	●	●	●	●
Caretaker's/Guard's Residence				
Construction Yard and Field Office, Temporary	*TEMPORARY BUILDING PERMIT ISSUED BY BUILDING OFFICIAL*			
Electronic security facilities including gatehouse and control counter		●	●	●
Garage Apartment (not to be rented)				●
Guest House (see conditions in Zoning Ordinance; over .5 acre lot)				●
Homebuilder Marketing Center	1	1	1	1
Home Occupation		2	2	2

ACCESSORY & INCIDENTAL USES (continued)	SUBDISTRICT 1	2	3	4
Mail Kiosk		●	●	●
Mobile Food Vendor				
Retail/Service Incidental Use	●	●	●	●
Storage Facilities and uses (incidental to primary use)	●	●		
Temporary Building – see conditions in Town Zoning Ord. (Section 2.0)	S	S	S	S

EDUCATIONAL, INSTITUTIONAL, PUBLIC AND SPECIAL USES	SUBDISTRICT 1	2	3	4
Airport/Heliport				
Assisted Care or Living Facility, including Memory Care		S	S	
Athletic Stadium or Field, Private		3	3	3
Athletic Stadium or Field, Public		●	●	●
Cemetery or Mausoleum				
Civic/Convention Center	●	●	●	
College, University, Trade, or Private Boarding School	●	●	●	
Community Center	●	●	●	●
Farm, Ranch, Stable, Garden, or Orchard				●
Fraternal Organization, Lodge, Civic Club, Fraternity, or Sorority		●	●	
Helistop		S	S	
Rehabilitation Care Institution		14	14	
Hospital		●	●	
Household Care Facility		S	S	●
House of Worship	●	●	●	●
Municipal Uses Operated by the Town of Prosper	●	●	●	●
Museum/Art Gallery	●	●	●	
Open Storage – see conditions in Town Zoning Ord.	●	●		
Park or Playground	●	●	●	●
Private Recreation Center	●	●	●	●
Public Recreation Facilities	●	●	●	●
Rehabilitation Care Facility				
Rehabilitation Care Institution				
School, Public	●	●	●	●
School, Private or Parochial	●	●	●	S

TRANSPORTATION, UTILITY AND COMMUNICATIONS USES	SUBDISTRICT 1	2	3	4
Antenna and/or Antenna Support Structure, Non-Commercial		4	4	4
Antenna and/or Antenna Support Structure, Commercial				
Stealth Antenna, Commercial	5	5	5	
Bus Terminal		S	S	
Carting or Express Hauling				
Electric Power Generating Plant				

TRANSPORTATION, UTILITY AND COMMUNICATIONS USES (continued)	SUBDISTRICT 1	2	3	4
Landfill				
Office and Storage Area for Public/Private Utility				
Private Utility, Other Than Listed	●	●	●	●
Radio and Television Studios and Broadcasting Facilities				
School District Bus Yard	6	6	6	
Sewage Treatment Plant/Pumping Station	S	S	S	S
Telephone Exchange	●	●	●	S
Transit Center		S	S	
Utility Distribution/Transmission Facility	S	S	S	S
Water Treatment Plant	S	S	S	S

OFFICE AND PROFESSIONAL USES	SUBDISTRICT 1	2	3	4
Administrative, Medical, or Professional Office	●	●	●	18
Corporate Campus		●	●	
Governmental Office	●	●	●	18
Insurance Office	●	●	●	18
Multi-Tenant Office Building	●	●	●	18
Research and Development Center –see conditions in Town Zoning Ord.	S	S	S	18, S

RETAIL USES	SUBDISTRICT 1	2	3	4
Antique Shop and Used Furniture	●	●	●	18, S
Alcohol Sales (Must comply with all the conditional standards in the zoning ordinance as it exists, or may be amended.)	●	●	●	18
Building Material and Hardware Sales, Major	●	S		
Building Material and Hardware Sales, Minor	●	●	●	18, S
Convenience Store with Gas Pumps	10	10	10	
Convenience Store without Gas Pumps	●	●	●	
Equipment and Machinery Sales and Rental, Major				
Equipment and Machinery Sales and Rental, Minor	●	●	●	18, S
Farmer's Market	S	S	S	18, S
Feed Store				
Flea Market, Inside				
Flea Market, Outside				
Furniture, Home Furnishings and Appliance Store	●	●	●	18
Gas Pump as Accessory Use	13	13		
Nursery, Major	S	S		
Nursery, Minor	●	●	●	18
Pawn Shop				
Retail Stores and Shops	●	●	●	18

SERVICE USES	SUBDISTRICT 1	2	3	4
Artisan's Workshop		●	●	18
Bank, Savings and Loan, or Credit Union	●	●	●	18
Beauty Salon/Barber Shop	●	●	●	18
Bed and Breakfast Inn				S
Body Art Studio				
Business Service	●	●	●	
Cabinet/Upholstery Shop	●	●	●	18
Campground or Recreational Vehicle Park				
Catering Establishments	●	●	●	
Commercial Amusement, Indoor	●	●	●	
Commercial Amusement, Outdoor	S	S	S	
Computer Sales and Repairs	●	●	●	18
Contractor's Shop and/or Storage Yard				
Dance Hall	S	S		
Day Care Center, Adult		S	S	S
Day Care Center, Child	7	7	7	7
Day Care Center, In-Home		8	8	8
Day Care Center, Incidental	S	S	S	S
Dinner Theater	●	●	●	
Dry Cleaning, Minor	●	●	●	18
Fairgrounds/Exhibition Area		S	S	
Fortune Teller/Psychic				
Furniture Restoration			S	
Golf Course and/or Country Club	S	S	S	
Gunsmith				
Gymnastics/Dance Studio	●	●	●	18
Health/Fitness Center	●	●	●	18
Hotel – see conditions in Town Zoning Ord.,	17	●	●	
Household Appliance Service and Repair	●	●	●	
Indoor Gun Range	9	9	9	
Landscaping Service				
Laundromat	●	●	●	
Locksmith/Security System Company	●	●	●	
Massage Therapy, Licensed	●	●	●	
Massage Therapy, Unlicensed				
Medical and Health Care Facilities/Clinics	●	●	●	
Messenger/Courier and Telegraph Services	●	●	●	
Mortuary/Funeral Parlor	S	S	S	
Motel				
Pest Control/Exterminating Shops	●	●		
Pet Day Care – see conditions in Town Zoning Ord.	●	●	●	
Print Shop, Minor	●	●	●	18

SERVICE USES (continued)	SUBDISTRICT 1	2	3	4
Private Club	S	S	S	
Residence Hotel – See conditions in Town Zoning Ord.	●	●		
Restaurant or Cafeteria	●	●	●	18
Restaurant, Drive Through	16	16	16	
Sexually Oriented Uses				
Small Engine Repair Shop				
Stable, Commercial				
Taxidermist				
Theater, Drive In				
Theater, Neighborhood	●	●	●	18
Theater, Regional	●	●		
Trailer Rental				
Veterinarian Clinic and/or Kennel, Indoor	●	●	●	18
Veterinarian Clinic and/or Kennel, Outdoor				

AUTOMOBILE AND RELATED USES	SUBDISTRICT 1	2	3	4
Auto Parts Sales, Inside	●	●	●	
Auto Parts Sales, Outside				
Automobile Parking Lot/Garage	●	●	●	
Automobile Paid Parking Lot/Garage	●	●	●	
Automobile Repair, Minor	●		●	
Automobile Sales / Leasing, New	11	11	11	
Automobile Sales, Used				
Automobile Storage				
Car Wash	●	S	S	
Car Wash, Self-Serve				
Motorcycle Sales/Service	S	S	S	
Recreational Vehicle/Truck Parking Lot or Garage				
Recreational Vehicle Sales and Service, New/Used	9	9	9	
Salvage Yard				
Truck/Bus Repair				
Truck Sales, Heavy Trucks				
Truck Terminal				

WHOLESALE USES	SUBDISTRICT 1	2	3	4
Apparel Distribution Center			15	
Bottling Works			15	
Clothing, Footwear and Textile Center			15	
Food Product Distribution Center			15	
Mini-Warehouse/Public Storage			S	
Office/Showroom			15	

WHOLESALE USES (continued)	SUBDISTRICT 1	2	3	4
Office/Warehouse/Distribution Center			15	
Storage or Wholesale Warehouse			15	
Winery			S	

MANUFACTURING AND INDUSTRIAL USES	SUBDISTRICT 1	2	3	4
Bakery (Commercial)				
Concrete/Asphalt Batching Plant, Permanent				
Concrete/Asphalt Batching Plant, Temporary	*TEMPORARY BUILDING PERMIT ISSUED BY BUILDING OFFICIAL*			
General Manufacturing/Industrial Use Complying with Performance Standards			15	
Limited Assembly and Manufacturing Use Complying with Performance Standards			15	
Machine Shop				
Mineral Extraction				
Miscellaneous Hazardous Industrial Uses				
Portable Building Sales			S	
Recycling Collection Point			15	
Recycling Center			S	
Recycling Plant				
Trailer/Mobile Home Display and Sales				

LEGEND	
●	Use permitted in district indicated
	Use prohibited in district indicated
S	Use is permitted in district upon approval of a specific use permit
1	Use is permitted in the Subdistrict indicated in accordance with the conditional development standards or limitations in the corresponding numeric end note in Section 6.76.1 of this Ordinance.

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6.7.1 Conditional Development Standards.

1. Homebuilder Marketing Center. Shall be used only to market homes/lots in the development where it is located when located in a residential zoning district. The use must be removed when all homes/lots in the development have been sold.

2. Home Occupation. A home occupation is a business that is customarily carried on in a home by the resident and shall adhere to all of the following conditions and requirements:

   (a) No signage associated with the home occupation and visible from outside of the dwelling shall be allowed on the premises.

   (b) Only two employees other than the occupants of the residence may be employed on-site at any one time. This shall not include the coordination or supervision of employees who do not regularly visit the house for purposes related to the business.

   (c) Hours of operation shall be limited to 8:00 a.m. to 8:00 p.m. for outdoor activities.

   (d) Outdoor activities are not allowed, unless the activities are screened from neighboring property and public rights-of-way.

   (e) No exterior storage of material, equipment, vehicles, and/or supplies used in conjunction with the home occupation.

   (f) The home occupation shall not produce offensive noises, vibrations, smoke, dust, odors, heat or glare beyond the property lines.

   (g) A home occupation shall not serve as an office or storage facility for a vehicle fleet operation in which fleet vehicles visit the site.

   (h) No major alterations to the property or exterior of the dwelling unit shall be allowed that changes the residential character of the home.

   (i) No repair or servicing of vehicles, internal combustion engines, large equipment or large appliances shall be allowed.

   (j) No storage of hazardous materials for business purposes shall be allowed on the premises.

   (k) Merchandise shall not be offered or displayed for sale on the premises. Sales incidental to a service shall be allowed; and orders previously made by telephone or at a sales party may be filled on the premises.

   (l) No traffic shall be generated by a home occupation in greater volumes than normally expected in a residential neighborhood, and any need for parking must be accommodated within the off-street parking provided for the residence (i.e. the driveway or garage) and along the street frontage of the lot.

   Homeowners/occupants who establish an occupation in their residence must adhere to all of the above conditions.

3. Athletic Stadium or Field, Private. Only permitted by Specific Use Permit when developed in conjunction with a School, Private or Parochial.

4. Antenna, Non-Commercial.

   (a) Satellite Dishes and Wireless Broadband Antennas

      (1) In Subdistrict 4 (Single Family Detached), satellite dishes and wireless broadband antennas are permitted only on the back half of a residential structure or in the back yard of a residential lot unless a signal cannot be received in these areas. Should a satellite dish or wireless broadband antenna be placed somewhere other than on the back half of a residential structure or in the back yard of a residential lot, it shall be limited to not more than two feet in diameter. Only three satellite dishes and/or wireless broadband antennas shall be permitted per lot or primary structure. One of the three satellite dishes and/or wireless broadband antennas on a residential structure and/or lot may be up to 12 feet in diameter. The other two satellite dishes and/or wireless broadband antennas shall not exceed two feet in diameter.

      (2) In Subdistricts 2 and 3 (Townhome and Multifamily), satellite dishes and wireless broadband antennas are permitted only on the back half of a residential structure or in the back yard of a residential lot unless a signal cannot be received in these areas. Should a satellite dish or wireless broadband antenna be placed somewhere other than on the back half of a residential structure or in the back yard of a residential lot, it shall be limited to not more than two feet in diameter. Only three satellite dishes and/or wireless broadband antennas shall be permitted per residential unit. One of the three satellite dishes and/or wireless broadband antennas on a residential unit may be up to 12 feet in diameter. The other two satellite dishes and/or wireless broadband antennas shall not exceed two feet in diameter.

   (b) Non-commercial antennas shall not interfere with radio or television reception of adjoining property owners, and shall comply with all regulations of the Federal Communications Commission (FCC). In no case shall the height of such antennas exceed 45 feet and proper guy wire securement shall be followed. In no manner shall the use of such equipment infringe upon adjoining property owners. Roof mounted satellite dishes in excess of 50 pounds shall be approved by a registered architect or professional engineer by written letter to the building official, prior to installation, stating the antenna's stability and support and shall not extend more than six feet above the first story.

5. Antenna, Stealth. Stealth antennas are permitted by right in the residential land uses within a Subdistrict only as a secondary use when the primary use on the lot is a church, school, athletic stadium or field, or public utility structure. Stealth antennas are permitted by right in the non-residential districts. The Director of Development Services, or his/her designee, may approve a request to install a stealth antenna when the proposed stealth antenna is of a type that is specifically listed in the definition of Antenna, Stealth in Chapter 2, Section 1.2 of the Prosper Zoning Ordinance (Ordinance 05-20). For stealth antenna requests of a type that are not specifically listed in this definition, the Town Council may determine if a proposed commercial

antenna is a stealth antenna or not when considering site plan approval for the proposal.

6. School District Bus Yard. A School District Bus Yard shall be owned and/or operated by a public Independent School District. Unless otherwise approved by the Planning & Zoning Commission, School District Bus Yards shall be screened using one of the following methods:

   (a) Option 1

      (1) A six (6) foot ornamental metal fence,

      (2) Three (3) inch caliper evergreen trees on twenty (20) foot centers, and

      (3) Five (5) gallon evergreen shrubs on three (3) foot centers.

   (b) Option 2

      (1) A six (6) foot clay-fired brick wall, and

      (2) Three (3) inch caliper evergreen trees on twenty (20) foot centers.

7. Day Care Center, Child. Notwithstanding anything to the contrary herein, a public independent school district is not required to obtain a SUP for the operation of a Day Care Center, Child in a public school. A Day Care Center, Child not operated by a public independent school district is permitted by SUP in all Subdistricts.

8. Day Care Center, In-Home. Permitted by right as a home occupation in the designated Subdistricts and is subject to the regulations of Home Occupation.

9. Shall be permitted by right when serving as a complementary use to a primary use. Shall not be subject to the limitations of a maximum of 15% of a main use. Other similar uses not specifically defined may also be permitted. Primary use sales/services may only be allowed by S.U.P.

10. Limited to one at each of the following intersections: Lover's Lane at Preston, First Street at Preston, and Lover's Lane at Coleman Street.

11. Shall be limited to high-end or specialty automobile sales and shall have limited out door model displays. A maximum of two rows of display parking (one drive) is allowed along any street frontage. The use shall only be allowed if permitted by SUP.

12. Only allowed in Subdistrict 4 as detached units.

13. Gas Pumps as Accessory Use – Accessory gas pumps are only allowed as an accessory use to a big box tenant and are subject to the following development standards.

    a. Accessory gas pumps must be located on the same lot as a big box tenant.
    b. A sales kiosk servicing the accessory gas pumps shall be less than five hundred (500) square-feet in floor area.
    c. Accessory gas pumps shall be located at least two hundred and fifty (250) feet from a property line of a residential lot.

1. For the purposes of this section, a residential lot means a lot on which a residential use is located, a lot zoned residential, or a lot designated as residential on the Future Land Use Plan.
2. Accessory gas pumps do not have to meet the spacing requirement if:
    i. A major thoroughfare separates the accessory gas pumps from the residential lot; or
    ii. The Future Land Use Plan designates a lot as residential, but Town Council subsequently rezones the property to a nonresidential zoning district and no residential use is located on the lot.

d. Canopies shall have pitched roofs.

e. Canopy support columns shall be fully encased with masonry materials that are complementary to that used on the main building.

f. The canopy band face shall be of a color consistent with the main structure or an accent color and may not be backlit or used as signage.

14. Requires a S.U.P. if located within 250 feet of single family detached zoning.
15. Uses only allowed west of railroad.
16. Limited to 3 locations on the east side of Preston and 3 locations on the west side of Preston and no more than 2 adjacent to each other. Additional drive-through restaurants are permitted subject to approval of a Specific Use Permit (SUP).
17. Subject to conditions in Town Zoning Ord., except as follows:
    a. Hotels in Subdistrict 1, as shown on Exhibit D, shall have a maximum height of eighty feet (80').
18. Use is permitted only within Commercial tract of this subdivision in addition to any other conditions listed.

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7.0 INFRASTRUCTURE DESIGN STANDARDS

7.1 GENERAL

Due to the unique and dynamic nature of Town Center Developments, there are a number of design elements that deviate from standard suburban design criteria. Therefore, it is understood that that alternate design criteria may be utilized in the layout and design of this Planned Development. The design criteria may include such elements as design speeds for streets, street and parking layouts, alternative street sections, storm drain inlets (e.g., grate inlets, slotted drains, etc.), alternative stormpipe materials (e.g., PVC, HDPE), utility locations, etc. Design criteria may be based on similar criteria utilized in similar development throughout the Dallas-Fort Worth Metroplex as previously referenced herein or as determined to be comparable developments. Such standards must be approved by the Town's Engineering Department.

8.0 DEFINITIONS

Adjacent. The condition of sharing a common dividing line (e.g., property line). For the purposes of this Ordinance, properties that are separated by a thoroughfare shall not be considered adjacent.

Apartment, loft. A dwelling unit consisting of a single room or a series or rooms, which is attached to but secondary to a main non-residential structure and is generally located above the first floor of the structure.

Apartment, studio. A dwelling unit which has, as an integral part of the unit, a work area generally associated with the creative arts and which may consist of a single room or series or rooms.

Big Box. Retail buildings over 80,000 square feet where the primary tenant occupies at least 80 percent of the building.

Catering Establishment. An establishment where food and drink are prepared, for immediate off premises consumption.

Commercial Land Use. Commercial Land Use shall include "Service Uses" and "Automobile and Related Uses" as listed in Section 6.5 of this Ordinance and similar uses.

Dinner Theater. A building or portion of a building used primarily for showing motion pictures or for dramatic, musical or live performance where food and drink are prepared and consumed on the premises during the event.

Dwelling Area. Dwelling Area shall mean the area between the floor and roof above it, as measured from the outside edge of the exterior walls of the main structure. The dwelling area calculation excludes basements, patios, decks, balconies, uncovered porches, and covered porches unenclosed on one or more sides.

EIFS. An acronym for Exterior Insulation and Finish System; a type of exterior cladding for building walls.

Flag Lot. A lot having access to a street by means of a parcel of land having a depth greater than its frontage, and having a width less than the minimum required lot width, but not less than twenty-five (25) feet. There shall be no maximum distance for the required width from the front property line.

Landscape Service. Professional service focused on the design and/or installation of landscaping in either a commercial or residential application. The service may include open storage of the materials and equipment used in the process of landscape installation.

Messenger / Courier Service. Premium service specializing in the personal delivery of messages, packages and mail.

Mixed Use Land Use. An integrated (either horizontal or vertical) mix of land uses within a tract of land or a building. For the purposes of this Planned Development, a Mixed Use Land Use shall include a minimum of two individual land uses (residential/non-residential; retail/multi-family; office/multi-family; etc.).

Multifamily, Urban Living. Attached dwelling units designed to be occupied by three or more families living independently of one another, exclusive of Hotels, Motels, or Residence Hotels. Urban Living Multifamily dwelling units are consistent with an urban-style dwelling unit and

intended to accommodate multifamily residential uses, including both for-sale and rental units. Parking can be either surface parking and/or structural parking.

Office Land Use. Office Land Use shall include "Office and Professional Uses" as listed in Section 6.6 of this Ordinance and similar uses.

Open Storage. The outside storage or exhibition of goods, materials, merchandise or equipment that is either for sale on the premises or is used in the normal course of doing business or conducting a business service.

Pest Control / Extermination Service. Service specializing in the regulation or management of pests perceived to be detrimental to a person's health, the ecology or the economy. The service may include open storage of the materials and equipment used in the process of performing the service.

Rehabilitation Care Institution. Subject to being licensed to operate by the Texas Department of Again and Disability Services (DADS), a facility which provides residence and care to ten (10) or more persons, regardless of legal relationship, who have demonstrated a tendency toward alcoholism, drug abuse, mental illness, or antisocial or criminal conduct together with supervisory personnel.

Retirement Housing. Any age restricted development which may be in any housing form, including detached and attached dwelling units, apartments, and residences, offering private and semiprivate rooms and designed to provide meals and nursing care.

Retail Land Use. Retail Land Use shall include "Retail Uses" as listed in Section 6.6 of this Ordinance and similar uses.

Security Facilities (including gatehouse and control counter). A freestanding structure which is part of a larger development that's primary function is to aid in monitoring and controlling incoming and outgoing vehicular traffic. The facility may be occupied by security personnel or it may only house electronic surveillance equipment.

Single Family Detached Residence. An independent structure occupying a single platted lot designed for occupancy by one family with no physical attachment to any adjacent structure.

Storage Facility. A freestanding or attached structure which is part of a larger commercial or residential development that's primary function is to store material or equipment necessary for the ongoing maintenance or upkeep of the development which it is associated with.

Townhome. A structure containing three to eight dwelling units with each unit designed for occupancy by one family and each unit attached to another by a common wall.

Work/Live Space. a space within a building that is used jointly for residential and/or commercial purposes, where the residential space is accessory to the primary use as a place of work.

EXHIBIT "E"
DEVELOPMENT SCHEDULE

DEVELOPMENT SCHEDULE

It is currently anticipated that the development of Gates of Prosper will begin within two to four years after approval and signing of the zoning ordinance. During this time period, prior to the initial stages of development, it is foreseen that plans and studies will be prepared for development and marketing of the property. The development schedule for the approximate 621 acres will be phased over the next 10 to 15 years and is primarily dependent on the marketability of the highest and best use of the land for the respective land tracts. Progress of development improvements will primarily depend on the time frames established for construction of thoroughfares, utilities, and market trends/demands for the area.

The development of non-residential uses within Subdistrict 1 and Subdistrict 2 will constitute the initial phases of development. The development of Urban Living Multifamily and townhome residential units in Subdistrict 2, and/or Subdistrict 3 shall not begin until a minimum combined total of 300,000 square feet of commercial/retail development has been issued tenant certificates of occupancy by the Town. The required commercial/retail development may include regional retail anchors, a town center mixed-use component, a major multi-purpose medical center with emergency care facilities, a mall, a hotel, or another major development anchor as determined by Town Council.

Incorporation of residential units into a mixed-use town center are not subject to the aforementioned preconditions as long as they are vertically integrated into the retail/commercial structures.

The development schedule is subject to change due to various factors beyond the control of the developer, such as housing market conditions, construction materials and labor availability, acts of nature, and other similar conditions.

EXHIBIT "F"
SUPPLEMENTAL DESIGN GUIDELINES

SUPPLEMENTAL DESIGN PRINCIPLES

The Town of Prosper is on the cusp of transforming itself from a prosperous farming community into a prosperous economic engine and enviable residential neighborhood. The vision for the "Gates of Prosper" is to be the gateway into Prosper's new future.

The architectural design principles for this development are intended to reinforce a uniform spirit and character throughout the development while promoting fresh and visionary diversity.

- Subdistricts have been carefully planned to maximize vehicular access to transportation arteries and pedestrian access to future transit systems.
- Subdistricts are designed and planned to create a special community that offers the opportunity to live, work, shop and recreate in an urban environment located in a suburban area.
- Each Subdistrict can have its own identity yet still create a sense of belonging through use of consistent iconic markers, streetscape designs, landscape forms, signage, lighting and architectural building standards. These elements should allow Subdistricts to transition seamlessly from one to the next.
- Public amenities including parks, trails, plazas, interactive areas and gateways are planned to serve as venues for recreation, entertainment and social interaction.
- Pedestrian ways should be memorable through their use of landscaping and lighting, and by incorporating shade, street furnishings and other sidewalk amenities.

SITE DESIGN

The entire site has been effectively designed for efficient land use, as a strong gateway into Prosper and as a quality environment that resonates a "sense of place". This design contributes to the overall identity which adds value to the project as well as the entire community. To promote these benefits the design has incorporated following features:

- Street design and streetscapes including boulevards connecting and traversing through the different subdistricts.
- Gateway icons that announce entry into and welcome residents and guests to the development. Wayfinding markers that give direction within the development and reinforce the quality of the development.
- Public areas that are accessible and provide for a variety of entertainment and recreational experiences.
- Subdistricts that allow for a crossover of uses while concentrating like uses for the convenience of residents and guests.

SUBDISTRICT DESIGN

- ***Subdistrict 1—Regional Retail.*** Subdistrict 1, as depicted on the Conceptual Development Plan (Exhibit D) shall serve the purpose of providing for the needs of the community by facilitating the development of regional-serving retail, personal service, and office uses.
- ***Subdistrict 2—Lifestyle Center.*** Subdistrict 2, as depicted on the Conceptual Development Plan (Exhibit D) shall serve the purpose of providing a compact, neighborhood and pedestrian scale mixture of office, retail, personal service, residential and community activities on single or contiguous building sites.
- ***Subdistrict 3—Downtown Center.*** Subdistrict 3, as depicted on the Conceptual Development Plan (Exhibit D) shall serve the purpose of providing an active living and working community benefiting from its proximity to the existing Town core and the adjacent Subdistricts.
- ***Subdistrict 4—Residential Neighborhood.*** Subdistrict 4, as depicted on the Conceptual Development Plan (Exhibit D) shall serve the purpose of providing a planned residential community to serve the needs of the Town and add a complimentary use to the overall development.

BUILDING DESIGN

Building design is only one element that contributes to the fabric of a community. Although building design can be the most effective means of translating the character, it has to work in concert with all other designed elements. It is not the intent of this section inhibit but give the freedom to achieve excellence in building design within the limits of a few design criteria.

BUILDING MASSING AND SCALE. A building's mass or scale is determined by its component parts, including the size of its footprint, its height, its proportions and its relationship to surrounding buildings. Individual characteristics of mass and scale include:

- ***Form:*** A buildings form should have a relationship to the proposed streetscape that contributes to a comfortable environment and pleasing pedestrian experience. Its form should also be in context with surrounding buildings.
- ***Shape:*** A buildings shape should incorporate variations in height, rooflines and wall planes and be expressive without seeming unnatural.
- ***Scale:*** The use may be a determining factor in the size of a building. Incorporating special design techniques can reduce the apparent scale of a structure, such as:
    a. Subdividing the façade of the building into top, bottom and middle components.
    b. Using overhangs and shadow lines to create a sense of depth.
    c. Changing building finishes or colors at logical breakpoints.
    d. Repeating patterns of windows, awnings, colonnades, porches, offsets or recesses.

BUILDING RHYTHM/ARTICULATION. All buildings, shall be designed to incorporate a form of architectural articulation as described in other sections of this document. Architectural articulation can be achieved in a variety of traditional and imaginative ways. The intent is to allow creative architectural notions but not be gregarious or draw unusual attention to their expression. This will allow for variety of design and identity within subdistricts while maintaining high standards for the overall development.

ARCHITECTURAL ELEMENTS. They are the unique details and component parts that together, form the architectural style of buildings. Architectural elements typically include compositions of forms and shapes, patterns of windows, doors, roofs and awnings but can also include compositions of materials, expressions of structure, notions of shade and respite, patterns of light and dark, placement of follies and fixtures, all of which must be combined in ways that reinforce the character and quality of the overall development.

FAÇADE TREATMENTS. Building façades, with their shapes, materials, colors, openings, textures, and details, shall be used to contribute to the architectural character of the development.

- All Retail except Major Anchor Retail shall have ground level storefront extending across a minimum of 50% of front façade length. Other uses shall have window treatments appropriate for their use.
- On secondary sides of retail buildings, windows do not need to be provided at ground level; however, buildings should avoid monotonous, uninterrupted walls by incorporating articulation standards as outlined in other sections of this document. A variety of offsets, recesses, etc. shall be used to add variety and interest to the building and eliminate long blank walls.
- Same or similar materials will be used on major as well as minor sides of the building to ensure a continuity of the building on all sides.

LIGHTING. Lighting is an important aspect of the development. Strategic placement of lighting will greatly enhance the overall ambiance of the development. Security lighting shall be installed per the codes and ordinances of the Town. Architectural lighting should be designed to enhance the buildings appearance. Exterior lighting such as street lamps, façade lighting, twinkle lights, up-lighting at key building elements and landscape features, etc., is allowed. All lighting shall meet the standards outlined in the Town's Zoning Ordinance as it currently exists or as amended there to.

PAD SITE BUILDINGS. Buildings on pad sites shall use similar materials and elements in order to visually identify with the rest of the project.

PUBLIC REALM DESIGN

The public realm exists at the intersections of the various aspects of community living. It consists of areas with unlimited and direct access and is centered upon the pedestrian experience. Streets, sidewalks, plazas and parks are all components of the public realm, and help create a pedestrian network. This network should be given priority over the street network (vehicle access) and provide visible connections to parking facilities, crossings and adjacent development while being of a size to accommodate pedestrian traffic patterns. Crossings shall be designed to minimize pedestrian traffic exposure to vehicle traffic.

The street network should provide connectivity as well as flexibility for future development and be able to accommodate a pedestrian network with appropriate shading from trees and built structures. Other streetscape elements such as benches, wayfinding devices, planting strips, receptacles for trash and recycling, water features and various art and performance media shall contribute to the pedestrian experience. This shall be in accordance with unified landscaping and streetscape plans.

Public parks and open spaces contribute not only to the pedestrian experience but also to the ecological value and appearance of the development. By providing space for recreation, they promote community and gathering and can enhance value for retail, restaurant and residential uses.

URBAN RESIDENTIAL DEVELOPMENT GUIDELINES

Residential units shall be located in a manner that will provide privacy for residents by one or several of the following:

- Provide a small landscaped front setback
- Raise or lower the finished ground level relative to the sidewalk level
- Allow for encroachment by stoops, stairs and porches within the area between the front façade and the property line

ARCHITECTURAL ELEMENTS

- Residential buildings shall have relatively little horizontal articulation and simple roofs, with most building wing articulations set at the rear of the structure. Window projections, stoops, porches, balconies and similar extensions are exempt from this standard.
- Gable roofs, if provided, shall have a minimum pitch of 9:12. The minimum pitch for hip roofs is 6:12. Other roof types shall be appropriate to the architectural style of the building.
- Architectural embellishments that add visual interest to the roof, such as dormers and masonry chimneys, may be provided.

PARKING. Where practicable, off-street parking shall be accessed via alleys along the side or rear property lines, thus eliminating driveways from the residential streetscape. However, off-street parking may also be accessed via other public/private streets along the front property line.

APPENDIX A—ZONING EXHIBIT & LEGAL DESCRIPTION

EXHIBIT "A"

APPENDIX A-1—ZONING EXHIBIT & LEGAL DESCRIPTION

EXHIBIT "A-1"

APPENDIX B—CONCEPTUAL DEVELOPMENT PLAN

EXHIBIT "D"

TOWN OF PROSPER, TEXAS **ORDINANCE NO. 2025-__**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE ZONING ORDINANCE AND AMENDING ORDINANCE 2021-21 BY REZONING A TRACT OF LAND CONSISTING OF 258.3± ACRES, MORE OR LESS, BEING A PORTION OF AN OVERALL TRACT OF LAND CONSISTING OF 621.1± ACRES, MORE OR LESS, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, THE B. RENISON SURVEY, ABSTRACT NO. 755; THE ED BRADLEY SURVEY, ABSTRACT NO. 86, AND THE JOHN YARNELL SURVEY, ABSTRACT NO. 1038, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council") has investigated and determined that the Zoning Ordinance should be amended; and

WHEREAS, the Town of Prosper, Texas ("Prosper") has received a request (Case ZONE-24-0012) from 289 (Preston) & 380 L.P., 183 Land Corporation, GOP #3 LLC, and GOP Multifamily, LLC ("Applicant"), to rezone 258.3 acres of land, more or less, being a portion of an overall tract of land containing 621.1 acres, more or less, situated in the County School Land Survey, Abstract No. 147, the B. Renison Survey, Abstract No. 755; the Ed Bradley Survey, Abstract No. 86, and the John Yarnell Survey, Abstract No. 1038, in the Town of Prosper, Collin County, Texas, and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes; and

WHEREAS, the Town Council has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the Town Council has further investigated into and determined that it will be advantageous and beneficial to Prosper and its inhabitants to rezone this property as set forth below.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THAT:

SECTION 1

Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2

Amendment to the Town's Zoning Ordinance and Ordinance No. 2021-21. The Town's Zoning Ordinance is amended as follows: The zoning designation of Subdistricts 2 and 3 of

Planned Development 67 (PD-67), more particularly described in its entirety as containing 621.1 acres of land, more or less, situated in the County School Land Survey, Abstract No. 147, the B. Renison Survey, Abstract No. 755; the Ed Bradley Survey, Abstract No. 86, and the John Yarnell Survey, Abstract No. 1038, in the Town of Prosper, Collin County, Texas, and all streets, roads, and alleyways contiguous and/or adjacent thereto, are hereby zoned in accordance with this Ordinance, with the property comprising PD-67 being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Planned Development District shall conform to, and comply with (1) the Statement of Intent and Purpose, attached hereto as Exhibit "B," (2) Planned Development Standards, attached hereto as Exhibit "C," (3) the Concept Plan, attached hereto as Exhibit "D," (4) the Development Schedule, attached hereto as Exhibit "E," and (5) Supplemental Design Guidelines, attached hereto as Exhibit "F," all of which are incorporated herein for all purposes as if set forth verbatim, subject to the following condition of approval by the Town Council:

1. Approval of a Development Agreement, including, but not limited to, architectural building materials for Subdistricts 2 and 3.

Two (2) original, official, and identical copies of the zoning exhibit map are hereby adopted and shall be filed and maintained as follows:

a. One (1) copy shall be filed with the Town Secretary and retained as an original record and shall not be changed in any manner.

b. One (1) copy shall be filed with the Building Official and shall be maintained up to date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy, and enforcing the zoning ordinance. Reproduction for information purposes may from time-to-time be made of the official zoning district map.

2. For purposes of ease of reference and clarification, Exhibit C, "Planned Development Standards," attached hereto, includes all amendments to Subdistricts 2 and 3, and all other standards and requirements in said Exhibit C are consistent with those contained in Exhibit C, "Planned Development Standards," attached to Ordinance No. 2021-21.

SECTION 3

No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the Town Council in the manner provided for by law.

SECTION 4

Unlawful Use of Premises. It shall be unlawful for any person, firm, or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and shall be unlawful for any person, firm, or corporation to construct on said premises any building that is not in conformity with the permissible uses under this Zoning Ordinance.

SECTION 5

Penalty. Any person, firm, corporation, or business entity violating this Ordinance or any provision of Prosper's Zoning Ordinance, as amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars ($2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Prosper from filing suit to enjoin the violation. Prosper retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 6

Severability. Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that all remaining portions of this Ordinance shall remain in full force and effect. Prosper hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 7

Savings/Repealing Clause. Prosper's Zoning Ordinance, as amended, shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8

Effective Date. This Ordinance shall become effective from and after its adoption and publications as required by law.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THE 14TH DAY OF OCTOBER 2025.

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis-Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

GATES OF PROSPER

Planned Development Ordinance



LINCOLN
PROPERTY
COMPANY

Adopted by Ordinance No. 14-92
May 27, 2014

Amended in its Entirety by
Ordinance No. 2021-21
April 27, 2021

Amended by
Ordinance No. 2025-54
October 14, 2025

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APPENDICES

Appendix A—Zoning Exhibit & Legal Description (Exhibit "A")

Appendix A-1–Zoning Exhibit & Legal Description (Exhibit "A-1")

Appendix B—Conceptual Development Plan (Exhibit "D")

RELATIONSHIP TO TOWN OF PROSPER COMPREHENSIVE PLAN

Pursuant to Section 1.2 of the Town of Prosper Zoning Ordinance, zoning regulations and districts are established in accordance with an adopted Comprehensive Plan. The proposed Planned Development being an amendment to the Town of Prosper Zoning Ordinance, is consistent with the Town's Comprehensive Plan.

The proposed PD mirrors the specifications and intent of the Town Center District, as defined in the Comprehensive Plan, providing for mixed uses as well as retail and commercial development. It specifically meets Goal No. 1 of the Comprehensive Plan by providing a variety of land uses which will lead to a more diverse tax base. It will be an environment which encourages a desired lifestyle for residents to live, work, shop, eat and relax. It also provides for the desired transitional uses leading into the Town's Old Town District.

EXHIBIT "A"

LEGAL DESCRIPTION

The Zoning Exhibit and legal description of the area within the proposed Planned Development is included in Appendix 'A' as Exhibit 'A'.

LEGAL DESCRIPTION
621.07 ACRES

BEING of a tract of land out of the ED BRADLEY SURVEY, Abstract No. 86, the COLLIN COUNTY SCHOOL LAND SURVEY, Abstract No. 147, the B. RENISON SURVEY, Abstract No. 755 and the JOHN YARNELL SURVEY, Abstract No. 1038, in the Town of Prosper, Collin County, Texas, being all of the 16.496 acre Tract Five, all of the 125.92 acre Tract Six, being all of the 123.85 acre Tract Seven, all of the 10.068 acre Tract Eight, all of the 27.672 acre Tract Nine, all of the 99.96 acre Tract Ten recorded in Collin County Clerk's File No. 97-0005168 of the Land Records of Collin County, Texas and being part of the 157.13 acre tract of land described in deed to Blue Star Allen Land, L.P., recorded in Volume 6074, Page 2102 of the Deed Records of Collin County, Texas, Being all of the 0.38 acre tract of land described in deed to Blue Star Land, Ltd. Recorded in Document No. 20100809000819450 of the Official Public Records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a point for the intersection of the centerline of U.S. Highway 380 (variable width ROW) and the centerline of the Burlington Northern Railroad (100' ROW at this point);

THENCE with said centerline of the Burlington Northern Railroad, North 11º23'13" East, a distance of 2716.96 feet to a point for corner;

THENCE leaving the centerline of the Burlington Northern Railroad, the following courses and distances two wit:
South 89º15'40" West, a distance of 123.47 feet to a point for corner;
North 00º57'41" West, a distance of 2704.85 feet to a point in the centerline of First Street;

THENCE with the centerline of First Street, the following courses and distances to with:
North 89º37'06" East, a distance of 509.94 feet to a point for corner;
South 86º07'09" East, a distance of 202.29 feet to a point for corner;
North 89º38'54" East, a distance of 454.43 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
South 00º45'07" West, a distance of 313.06 feet to a point for corner;
North 89º29'33" East, a distance of 481.12 feet to a point for corner;
North 00º21'57" West, a distance of 311.69 feet to a point for corner in the centerline of said First Street;

THENCE with the centerline of First Street, North 89º38'54" East, a distance of 377.25 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
South 00º06'52" East, a distance of 314.43 feet to a point for corner;
North 89º49'10" East, a distance of 189.92 feet to a point for corner;
North 00º09'58" West, a distance of 104.29 feet to a point for corner;

North 89º41’07” East, a distance of 455.63 feet to a point for corner in the centerline of Coleman Street;

THENCE with the centerline of said Coleman Street, South 00º05’32” East, a distance of 177.82 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
South 89º56’58” East, a distance of 257.38 feet to a point for corner;
North 02º09’39” East, a distance of 71.99 feet to a point for corner;
North 89º18’22” East, a distance of 555.18 feet to a point for corner;
South 00º58’50” East, a distance of 673.52 feet to a point for corner;
South 76º42’56” East, a distance of 185.47 feet to a point for corner;
South 76º51’24” East, a distance of 321.53 feet to a point for corner;
South 89º06’24” East, a distance of 1107.37 feet to a point for corner in the centerline of Craig Road;

THENCE with the centerline of said Craig Road, North 00º04’32” East, a distance of 842.40 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
North 89º30’30” East, a distance of 205.11 feet to a point for corner;
North 00º05’59” West, a distance of 299.98 feet to a point for corner in the centerline of said First Street;

THENCE with the centerline of First Street, North 89º31’34” East, a distance of 1084.95 feet to a point for corner;

THENCE leaving the centerline of said First Street, the following courses and distances to wit:
South 01º02’13” East, a distance of 1546.12 feet to a point for corner;
South 89º20’50” West, a distance of 899.18 feet to a point for corner;
South 32º50’09” West, a distance of 339.04 feet to a point for corner;
North 54º21’333” West, a distance of 401.98 feet to a point for corner in the east right-of-way line of Preston Road (State Highway 289 – variable width ROW);
THENCE with said east right-of-way line, South 33º37’47” West, a distance of 423.21 feet to a point for corner;

THENCE leaving said east right-of-way lien, he following courses and distances to wit:
South 54º19’15” East, a distance of 408.23 feet to a point for corner;
South 00º03’08” East, a distance of 3183.53 feet to a point for corner in the centerline of said U.S. Highway 380;

THENCE with said centerline, the following courses and distances to wit:
South 89º12’47” West, a distance of 2794.95 feet to a point for corner;
South 89º46’43” West. a distance of 2671.91 feet to the POINT OF BEGINNING and containing 621.07 acres of land.

EXHIBIT "A-1"
LEGAL DESCRIPTION

The Zoning Exhibit and legal description of the area within the proposed Planned Development is included in Appendix 'A-1' as Exhibit 'A-1'.

BEING a tract of land situated in the Collin County School Land No. 12 Survey, Abstract No. 147 and the Ben Renison Survey, Abstract No. 755, Town of Prosper, Collin County, Texas, and being a portion of a called "Tract Six", conveyed to 183 Land Corporation, Inc., as evidenced in a Special Warranty Deed, recorded in County Clerk's File No. 97-0005168 of the Deed Records of Collin County, Texas, a portion of a called "Tract Seven", conveyed to 380 & 289, L.P., as evidenced in a Warranty Deed, recorded in Instrument No. 20121219001617180, Official Public Records of Collin County, Texas, and a portion of a called 157.1346-acre tract of land, conveyed to 289 (Preston) & 380, LP, as evidenced in Warranty Deeds, recorded in Instrument No. 20121221001629970 and Instrument No. 20121221001629980, both of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a TXDOT brass disk right of way monument found for the southerly, northeast corner of said "Tract Seven", and being the intersection of the northwesterly right of way line of State Highway 289 (Preston Road), a variable width right of way with the westerly right of way line of South Craig Road, from said corner, a found wooden TXDOT right of way marker bears South 16°19' West, 1.35 feet;

THENCE South 33°38'18" West, along the southeasterly line of said "Tract Seven" and the northwesterly right of way line of said State Highway 289 (Preston Road), a distance of 111.45 feet to a TXDOT brass disk right of way monument found for the northerly corner of a called 0.2813-acre tract of land, as evidenced in a Deed to the State of Texas, recorded in Instrument No. 20110818000872270 of the Official Public Records of Collin County, Texas, from said corner, a found wooden TXDOT right of way marker bears North 76°00' East, 0.54 feet;

THENCE in a southwesterly direction, departing the southeasterly line of said "Tract Seven", and along the northwesterly right of way line of State Highway 289 (Preston Road), as described in said 0.2813-acre tract, the following:

South 40°20'31" West, a distance of 85.55 feet to a corner;
South 33°38'35" West, a distance of 300.00 feet to a corner;
South 37°27'25" West, a distance of 300.67 feet to a corner;
South 33°38'35" West, a distance of 208.89 feet to the POINT OF BEGINNING of the herein described tract;

THENCE South 33°38'35" West, continuing along the northwesterly right of way line of State Highway 289 (Preston Road), as described in said 0.2813-acre tract, a distance of 91.11 feet to a corner;

THENCE South 29°26'34" West, continuing along the northwesterly right of way line of State Highway 289 (Preston Road), as described in said 0.2813-acre tract, a distance of 200.54 feet to the southernmost corner of said 0.2813-acre tract, and being on the southeasterly line of aforesaid "Tract Seven", from said corner, a found wooden TXDOT right of way marker bears North 31°18' East, 16.00 feet;

THENCE South 35°04'16" West, along the southeasterly line of said "Tract Seven" and continuing along the northwesterly right of way line of State Highway 289 (Preston Road), a distance of 385.16 feet to a corner, from which, a found wooden TXDOT right of way marker bears North 44°12' East, 1.65 feet;

THENCE South 33°38’20” West, continuing along the southeasterly line of said “Tract Seven” and the northwesterly right of way line of said State Highway 289 (Preston Road), a distance of 300.00 feet to a TXDOT brass disk right of way monument found for a corner, from said corner, a found wooden TXDOT right of way marker bears South 07°00’ East, 2.25 feet;

THENCE South 30°18’02” West, continuing along the southeasterly line of said “Tract Seven” and the northwesterly right of way line of said State Highway 289 (Preston Road), a distance of 392.59 feet to a TXDOT brass disk right of way monument found for the northerly corner of a called 0.0656-acre tract of land, as evidenced in a Deed to the State of Texas, recorded in Instrument No. 20110818000872270 of the Official Public Records of Collin County, Texas;

THENCE in a southwesterly direction, departing the southeasterly line of said “Tract Seven”, and along the northwesterly right of way line of State Highway 289 (Preston Road), as described in said 0.0656-acre tract, the following:

South 33°38’35” West, a distance of 323.03 feet to a corner;

South 30°46’46” West, a distance of 100.13 feet to the southerly corner of said 0.0656-acre tract, and being on the southeasterly line of aforesaid “Tract Seven”;

THENCE South 35°32’53” West, along the southeasterly line of said “Tract Seven” and continuing along the northwesterly right of way line of State Highway 289 (Preston Road), a distance of 85.20 feet to a corner;

THENCE South 33°56’57” West, continuing along the southeasterly line of said “Tract Seven” and continuing along the northwesterly right of way line of State Highway 289 (Preston Road), a distance of 199.89 feet to a 5/8-inch iron rod found for a corner;

THENCE South 37°09’28” West, continuing along the southeasterly line of said “Tract Seven” and continuing along the northwesterly right of way line of State Highway 289 (Preston Road), a distance of 42.31 feet to a corner;

THENCE North 52°50’32” West, departing the southeasterly line of said “Tract Seven” and continuing along the northwesterly right of way line of State Highway 289 (Preston Road), crossing said “Tract Seven”, a distance of 25.77 feet to a corner;

THENCE North 90°00’00” West, continuing across said “Tract Seven”, passing the westerly line of said “Tract Seven”, the easterly line of aforesaid 157.1346-acre, 289 (Preston) & 380, LP tract, and crossing a public use road known as South Coleman Street, a distance of 972.55 feet to a corner;

THENCE in a northerly direction, continuing across said 157.1346-acre tract, the following:

North 00°00’00” East, a distance of 431.84 feet to the point of curvature of a tangent curve to the left;

Along the arc of said curve to the left, through a central angle of 21°18’24”, having a radius of 338.00 feet, a chord bearing of North 10°39’12” West, a chord distance of 124.97 feet and an arc length of 125.69 feet to the point of compound curvature of a curve to the left;

Along the arc of said curve to the left, through a central angle of 39°59’13”, having a radius of 38.00 feet, a chord bearing of North 41°18’00” West, a chord distance of 25.99 feet and an arc length of 26.52 feet to the point of tangency of said curve;

North 61°17’36” West, a distance of 36.82 feet to the point of curvature of a tangent curve to the left;

Along the arc of said curve to the left, through a central angle of 30°02’25”, having a radius of 83.00 feet, a chord bearing of North 76°18’49” West, a chord distance of 43.02 feet and an arc length of 43.52 feet to the end of said curve;
North 00°00’00” East, a distance of 84.31 feet to the point of curvature of a non-tangent curve to the left;
Along the arc of said curve to the left, through a central angle of 13°19’52”, having a radius of 338.00 feet, a chord bearing of North 75°21’32” East, a chord distance of 78.47 feet and an arc length of 78.64 feet to the point of compound curvature of a curve to the left;
Along the arc of said curve to the left, through a central angle of 39°59’13”, having a radius of 38.00 feet, a chord bearing of North 48°42’00” East, a chord distance of 25.99 feet and an arc length of 26.52 feet to the point of tangency of said curve;
North 28°42’24” East, a distance of 36.82 feet to the point of curvature of a tangent curve to the left;
Along the arc of said curve to the left, through a central angle of 35°41’21”, having a radius of 83.00 feet, a chord bearing of North 10°51’43” East, a chord distance of 50.87 feet and an arc length of 51.70 feet to the point of tangency of said curve;
North 06°58’57” West, a distance of 35.50 feet to the point of curvature of a tangent curve to the right;
Along the arc of said curve to the right, through a central angle of 06°58’57”, having a radius of 546.00 feet, a chord bearing of North 03°29’29” West, a chord distance of 66.50 feet an an arc length of 66.54 feet to the point of tangency of said curve;

THENCE North 00°00’00” East, continuing across said 157.1346-acre tract, crossing the northerly line of said 157.1346-acre tract and the southerly line of aforesaid “Tract Six”, continuing across said “Tract Six”, a distance of 785.38 feet to a corner;

THENCE in a northerly and easterly direction, continuing across said 157.1346-acre tract, the following:
North 03°48’51” West, a distance of 150.33 feet to a corner;
North 00°00’00” East, a distance of 125.00 feet to a corner;
North 45°00’00” West, a distance of 35.36 feet to a corner;
North 00°00’00” East, a distance of 110.00 fee to a corner;
North 45°00’00” East, a distance of 35.36 feet to a corner;
North 90°00’00” East, a distance of 110.00 feet to a corner;
South 45°00’00” East, a distance of 35.36 feet to a corner;
North 90°00’00” East, a distance of 150.00 feet to a corner;

THENCE South 86°11’09” East, continuing across said “Tract Six”, passing the easterly line of said “Tract Six”, the westerly line of aforesaid “Tract Seven”, and crossing aforesaid public use road known as South Coleman Street, a distance of 150.33 feet to a corner;

THENCE in an easterly direction, continuing across said “Tract Seven”, the following:

North 90°00’00” East, a distance of 923.53 feet to the point of curvature of a tangent curve to the right;
Along the arc of said curve to the right, through a central angle of 34°09’35”, having a radius of 895.00 feet, a chord bearing of South 72°55’13” East, a chord distance of 525.73 feet and an arc length of 533.60 feet to the point of tangency of said curve;
South 55°50’25” East, a distance of 56.69 feet to a corner;
South 59°39’16” East, a distance of 150.33 feet to a corner;
South 55°50’25” East, a distance of 125.21 feet to a corner;
North 78°55’07” East, a distance of 13.56 feet to the **POINT OF BEGINNING** and containing 78.508 acres (3,419,790 square feet) of land, more or less.

EXHIBIT "B"

PLANNED DEVELOPMENT STATEMENT OF INTENT & PURPOSE

The purpose of the proposed Planned Development District is to accommodate a mix of office, retail, personal service, residential and community activities by providing four individual but integrated Subdistricts. This will be accomplished through the incorporation of the Planned Development Standards and Design Guidelines contained in Exhibits C and F, respectively. Although the Planned Development Standards provide criteria for development within each distinct Subdistrict, the Standards are formulated in such a manner as to allow each Subdistrict to develop as one integral part of the collective Planned Development.

The Conceptual Development Plan includes vehicular and pedestrian linkages that serve both functional and aesthetic roles. The proposed thoroughfare system has been designed to allow for safe and efficient vehicular circulation internal to the site as well as to connect to the existing thoroughfare system external to the development. Furthermore, focal points and terminuses have been provided within the thoroughfare system and pedestrian linkages to enhance the visual aesthetic of the overall design. Pedestrian scale design elements will also be incorporated into the site design in order to foster high quality street and sidewalk environments.

An essential element to the overall site is the incorporation of an open space system to provide for both active and passive recreational opportunities. The open space system will consist of landscape and hardscape elements such as plazas, greens, trails, pathways and parks for the residents and visitors of the development. These elements within the proposed development will be ultimately located so as to provide recreational opportunities within convenient proximity to as many users as possible.

The standards contained within this Planned Development District will help to achieve the vision for the overall development. These standards have been formulated so as to provide specificity where necessary and provide flexibility to allow for creative design.

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EXHIBIT "C"
PLANNED DEVELOPMENT STANDARDS

1.0 PLANNED DEVELOPMENT GENERAL PROVISIONS

1.1 GENERAL

The purpose of the proposed Planned Development District is to accommodate a mix of office, retail, personal service, residential and community activities to serve the needs of the new residents as well as the existing residents in the general area. Terms used in this ordinance shall have the same definition as given in Town of Prosper Zoning Ordinance (Ordinance 05-20), in effect at the time of adoption of this Planned Development Ordinance, unless otherwise defined herein.

1.2 SUBDISTRICTS DEFINED

1.3.1 ***Subdistrict 1—Regional Retail.*** Subdistrict 1, as depicted on the Conceptual Development Plan (Exhibit D) shall serve the purpose of providing for the needs of the community by facilitating the development of regional-serving retail, personal service, and office uses.

1.3.2 ***Subdistrict 2—Lifestyle Center.*** Subdistrict 2, as depicted on the Conceptual Development Plan (Exhibit D) shall serve the purpose of providing a compact, neighborhood and pedestrian scale mixture of office, retail, personal service, residential and community activities on single or contiguous building sites.

1.3.3 ***Subdistrict 3—Downtown Center.*** Subdistrict 3, as depicted on the Conceptual Development Plan (Exhibit D) shall serve the purpose of providing an active living and working community benefiting and enhancing the existing downtown area located on the north side of First Street.

1.3.4 ***Subdistrict 4—Residential Neighborhood.*** Subdistrict 4, as depicted on the Conceptual Development Plan (Exhibit D) shall serve the purpose of providing a planned residential community to serve the needs of the Town by facilitating a range of housing opportunities (e.g., Single-family detached).

2.0 SUBDISTRICT 1—REGIONAL RETAIL

2.1 GENERAL PURPOSE AND DESCRIPTION

The *Regional Retail* Subdistrict will serve the purpose of providing for the needs of the community by facilitating the development of regional-serving retail, personal service, and office uses. The development standards included in this Subdistrict are generally consistent with the Retail, Commercial and Office zoning districts in the existing Town of Prosper Zoning Ordinance. The Design Guidelines and architectural standards are intended to define the design theme for this Subdistrict as well as to integrate with adjacent Subdistricts. The uses that will be permitted in this Subdistrict will assist in meeting the intent of providing a regional retail district, personal service, hotel and office uses. Residential uses are not anticipated in this Subdistrict.

2.2 SITE CRITERIA

2.2.1 Property Development Regulations. The proposed land uses shall conform to the property development regulations in Tables 2-1 and 2-2.

Table 2-1. Size of Yards

Land Use[1]	Front	Side	Corner	Rear
Retail	30 ft.	(2)	30 ft.	(2)
Commercial	30 ft.	(2)	30 ft.	(2)
Office	30 ft.	(2)	30 ft.	(2)

Notes

1. Refer to Section 8.0 for definitions pertaining to Retail, Commercial, Office and Mixed-Use Land Uses.
2. Minimum setback of 15 feet adjacent to a nonresidential district. Minimum setback of 40 feet for a one-story building and 60 feet for a two-story building adjacent to a residential district. Setback may be eliminated for attached buildings.

Table 2-2. Size of Lots and Lot Coverage

Land Use[1]	Minimum Lot Area	Minimum Lot Width	Minimum Lot Depth[2]	Maximum Lot Coverage	Maximum FAR
Retail	10,000 sq. ft.	100 ft.	100 ft.	40%[3]	0.4:1.0
Commercial	10,000 sq. ft.	100 ft.	100 ft.	50%[3]	0.5:1.0
Office	7,000 sq. ft.	70 ft.	100 ft.	50%[3]	1.5:1.0

Notes

1. Refer to Section 8.0 for definitions pertaining to Retail, Commercial, Office and Mixed-Use Land Uses.
2. Mutual access agreements may be allowed to satisfy legal frontage requirements for individual lots which do not have legal frontage requirements along a public right of way with Town staff approval (Director of Development Services).
3. Includes main buildings. Parking structures and surface parking facilities shall be excluded from the coverage computations.

2.2.2 Parking. Refer to Section 6.3 of this Ordinance for the general requirements pertaining to parking standards.

2.3 BUILDING CRITERIA

2.3.1 Maximum Building Height. All structures in Subdistrict 1 shall conform to the building height requirements set forth in Table 2-3 below. Building height shall be measured to the highest point of a roof surface.

Table 2-3. Maximum Building Height

Building Type	Height [1]	# Stories
Non-Residential	40 ft.	2

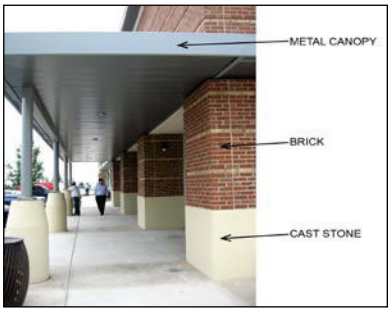
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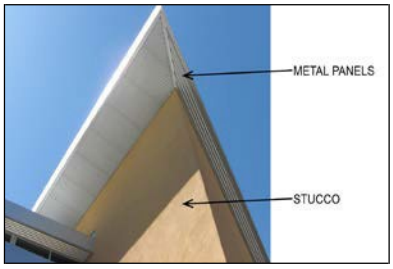
1. Non-habitable elements integral to the design of buildings shall be allowed to exceed the height limit in accordance with Ordinance Chapter 4 Section 9.5.

2.3.2 Maximum Building Length. There shall be no maximum length for buildings located within Subdistrict 1. However, all buildings shall be required to conform to the Building Articulation standards set forth in the Town's zoning ordinance.

2.3.3 Building Materials. Exterior materials used in the construction of buildings shall comply with the following standards.

a. All building façades shall be architecturally finished with 100% masonry with an allowance for up to 15% secondary materials. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, granite, marble, architectural concrete block, textured and painted concrete tilt-wall. Textured and painted concrete tilt-wall shall be limited to 50% on the front façade and 75% on the side façades. Windows, doors and accent materials shall be excluded from the façade area for the purposes of calculating percentages.







b. No single material shall exceed more than eighty (80) percent of an elevation area. A minimum of twenty-five (25) percent of the front and side façades shall be natural or manufactured stone. A minimum of twenty (20) percent of the rear façade of any building along U.S. Highway 380 shall be natural or manufactured stone; all other rear facades facing a public right-of-way shall be a minimum of ten (10) percent natural or manufactured stone unless a landscape screen consisting of a double row of evergreen canopy trees is provided along said right-of-way.

c. Secondary building materials include EIFS as a cornice, band, medallion, etc., quality wood such as, cedar, redwood, ipe, etc. (for example), tile, ornamental metal, or stucco. Other secondary materials not specifically noted herein may be allowed only if approved by the Town. EIFS and stucco is not allowed on the first nine (9') feet of a structure.







2.3.4 ***Window Areas.*** Shall not exceed 80% of any façade area for buildings located in Subdistrict 1. Windows shall have a maximum exterior visible reflectivity of 10%.

2.3.5 ***Building Entries.*** Building entries shall be clearly defined by incorporating distinguishing architectural features, awnings, canopies, lighting, signage or building articulation.







2.3.6 ***Awnings, Canopies, Arcades and Overhangs.*** These elements shall be designed and materials shall be used to complement the building design. They should be located to be as functional as possible, and with consideration to landscape areas that may be impacted by their placement.







2.3.7 ***Above-Grade Structured Parking.*** When structured garages are provided, sufficient access from the right-of-way, or fire lane and access easements shall be provided. Entrances and exits shall be clearly marked for vehicles as well as pedestrians.

The exterior façade of the parking structure if visible from the street, shall incorporate similar design elements and finishes as the surrounding buildings in order to minimize the visual impact and shall be designed to minimize visibility from the street.

Parking structures should be oriented in a manner to avoid a general site line from the intersection of Preston/US 380 unless otherwise approved by the Town.

2.3.8 Area A-2. The following specific criteria shall apply to development within Area A-2 as depicted on Exhibit A-1.

1. The support columns for the covered parking structures shall be permitted the use of metal.
2. The required parking ratio for retail businesses shall apply to the net retail area only.
3. Facade Plans shall be approved by the Town Council, subject to a recommendation by the Planning & Zoning Commission.
4. For instances where provisions of this section (Section 2.3) conflict with the conceptual elevations found in Section 2.5.2, the conceptual elevations shall govern.

2.4 PERMITTED USES

2.4.1 General. The following general conditions shall apply to Subdistrict 1.

a. Big Box uses are permitted by right within Subdistrict 1.

2.4.2 Permitted Use Matrix. The permitted uses within Subdistrict 1 shall be in accordance with the Permitted Use Matrix in Section 6.6 of this Ordinance.

2.5 CONCEPTUAL RENDERING

The following conceptual renderings shall be representative of the architectural style, color and material selections depicted therein.




la Manna
The Gates of PROSPER


SPORT STORE


CASE
PROMO
BOUTIQUE

2.5.1 The following conceptual renderings shall be representative of the architectural style, color and material selections in the location identified in Exhibit A-





SOUTH ELEVATION - FRONT "A"



SOUTH ELEVATION - FRONT "B"



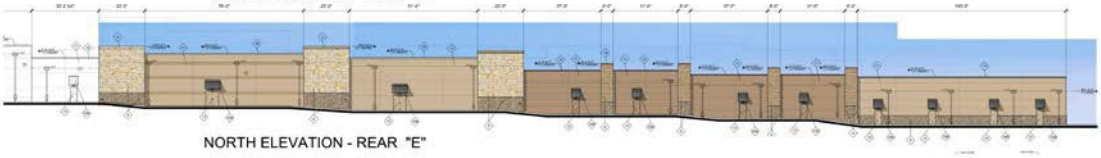
EAST ELEVATION - FRONT "C"



NORTH ELEVATION - REAR "D"

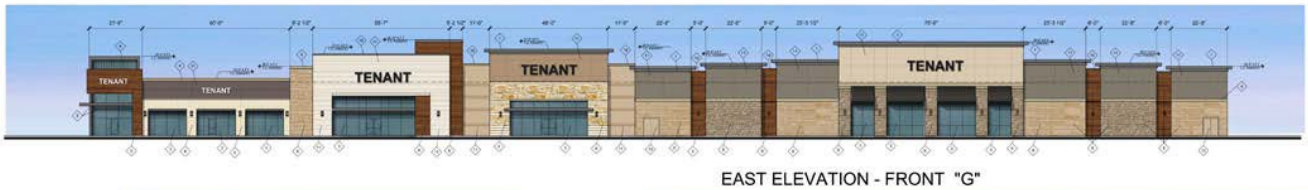


WEST ELEVATION - SIDE "F"



NORTH ELEVATION - REAR "E"

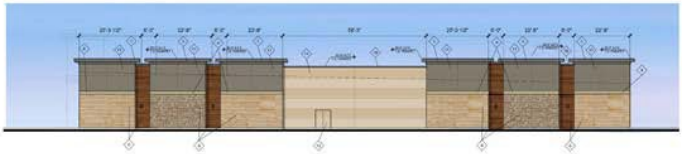
1.



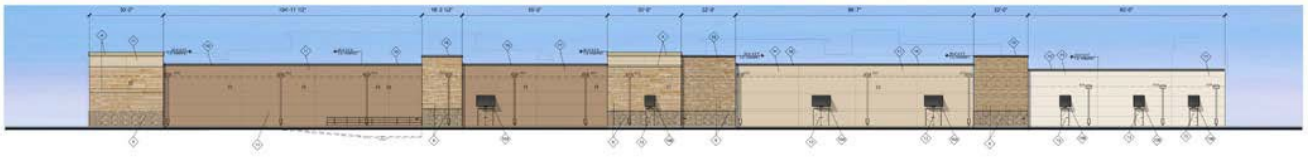
EAST ELEVATION - FRONT "G"



SOUTH ELEVATION - FRONT "J"

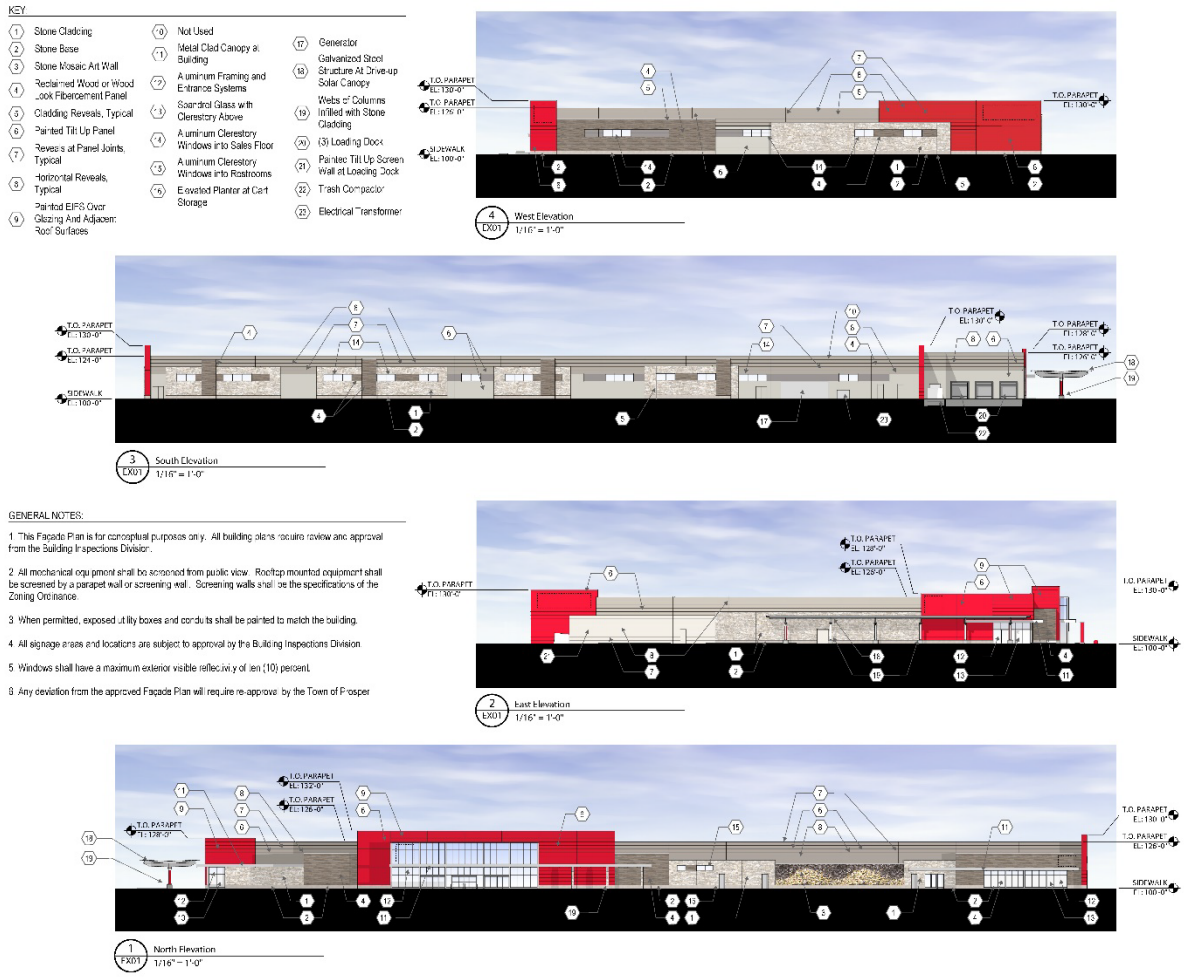


NORTH ELEVATION - SIDE "H"



WEST ELEVATION - REAR "I"

2.5.2 The following conceptual elevations and renderings shall be representative of the architectural style, colors and material selections and placement for the building located within Area A-2, as depicted on Exhibit A-1.





View from the Northwest



View from the North



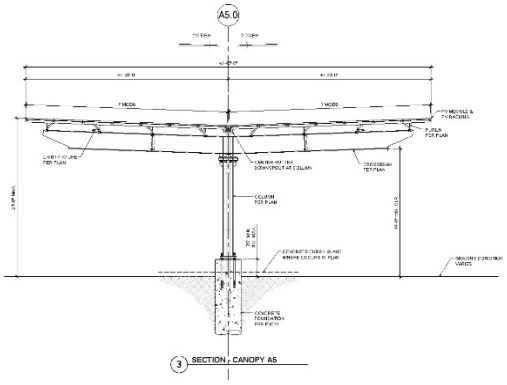
Birds Eye View from the Northwest

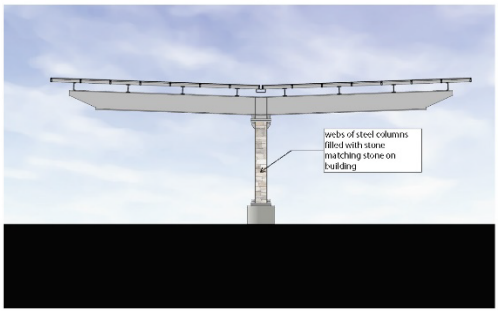


View from the North East



View from the West


A5.0
3 SECTION - CANOPY A5


webs of steel columns
filled with stone
matching stone on
building

3.0 SUBDISTRICT 2—LIFESTYLE CENTER

3.1 GENERAL PURPOSE AND DESCRIPTION

The *Life Style* Subdistrict will serve the purpose of providing a compact, neighborhood and pedestrian-scale mixture of office, retail, personal service, residential and community activities on single or contiguous building sites. The development standards for non-residential and mixed-use development included in this Subdistrict are generally consistent with the Retail and Office zoning districts in the existing Town of Prosper Zoning Ordinance, while the development standards for residential development are generally consistent with the Townhome and Multifamily zoning districts in the existing Town of Prosper Zoning Ordinance. The Design Guidelines and architectural standards are intended to define the "Town Center" design theme for this Subdistrict by providing opportunities for mixed-use development that includes both vertical and/or horizontal integration. Urban design elements will be incorporated into the construction of the multifamily developments within this project. Buildings will be designed to provide active street-fronts that encourage pedestrian activity. The buildings will be arranged such that the viewing of any surface, and/or structured parking is minimal from the surrounding public streets. These developments will be amenitized with carefully arranged, high-quality open spaces to provide a maximum number of premium units while also providing a high level of connectivity to the overall development. The provision of centrally located open space elements coupled with the proposed development standards will allow for a pedestrian-friendly community. This lifestyle center is intended to be unique in nature to create an image which will encourage a regional draw from throughout the Metroplex. It may also include entertainment type uses as well as Big Box users which would attract patrons from other Cities in and around the Metroplex.

3.2 SITE CRITERIA

3.2.1 Property Development Regulations. The proposed land uses and housing types shall conform to the property development regulations in this Section. The proposed land uses within Subdistrict 2 may utilize the Urban Standards in Tables 3-3, 3-4 and 3-5. In addition, where Urban Standards are utilized, these standards shall apply to an entire block length so as not to disrupt the continuity of the streetscape.

Table 3-1. Size of Yards

Land Use/Housing Type[1]	Minimum Front[5]	Minimum Side	Minimum Corner[5]	Minimum Rear
Retail	5 ft.	(2)	5 ft.	(2)
Commercial	5 ft.	(2)	5 ft.	(2)
Office	5 ft.	(2)	5 ft.	(2)
Mixed Use	5 ft.	(2)	5 ft.	(2)
Townhome[3]	5 ft.	5 ft.[4]	5 ft.	20 ft.
Multifamily, Urban Living	5 ft.	(2,4)	5 ft.	(2)

Notes

1. Refer to Section 8.0 for definitions pertaining to Retail, Commercial, Office and Mixed Use Land Uses.
2. Minimum setback of 10 feet adjacent to a nonresidential district. Minimum setback of 25 feet adjacent to a residential district. Setback may be eliminated for attached buildings.
3. Vehicular access for Townhomes shall be provided at the rear of the unit via alleys

4. A minimum building separation of 15 feet is required between buildings. Zero feet between individual attached units.
5. Additional area needed for sidewalks, outdoor dining, landscaping, etc. may be provided within public ROW and/or easements of the adjacent roadways upon approval by Town staff.

Table 3-2. Size of Lots and Lot Coverage—Non-Residential & Mixed Use

Land Use[1]	Minimum Lot Area	Minimum Lot Width	Minimum Lot Depth	Maximum Lot Coverage	Maximum FAR
Retail	10,000 sq. ft.	100 ft.	100 ft.	90%[2]	0.6:1.0
Commercial	10,000 sq. ft.	100 ft.	100 ft.	90%[2]	3.0:1.0
Office	7,000 sq. ft.	70 ft.	100 ft.	90%[2]	5.0:1.0
Mixed Use (Vertical)	10,000 sq. ft.	100 ft.	100 ft.	100%[2]	5.0:1.0

Notes

1. Refer to Section 8.0 for definitions pertaining to Retail, Commercial, Office and Mixed Use Land Uses.
2. Includes main buildings. Parking structures and surface parking facilities shall be excluded from the coverage computations. Open space requirements can be accounted for as per section 6.2.2.

Table 3-3. Size of Lots and Lot Coverage—Residential

Housing Type	Minimum Lot Area	Minimum Lot Width	Minimum Lot Depth	Maximum Lot Coverage	Maximum Density
Townhome	1800 sq. ft.	20 ft.	90 ft.	90%	10 du/ac
Multifamily, Urban Living[2]	10,000 sq. ft.	80 ft.	100 ft.	90%[1]	N/A

Notes

1. Includes main building, accessory buildings and structured parking facilities.

3.2.2 Minimum Dwelling Area.

a. Townhome. The minimum dwelling area shall be 1,500 square feet and minimum 2 story.

b. Multifamily. The minimum dwelling area for a one bedroom unit shall be 700 square feet; a two bedroom unit shall be 850 square feet. Additional bedrooms shall provide an additional 150 square feet per bedroom.

3.2.3 Maximum Residential Dwelling Units. The maximum number of multi-family residential dwelling units allowed within Sudistrict 2 shall be 1200 units. Within the multi-family development located south of Richland Boulevard, no more than 37 percent of the units shall be two bedroom, with all remaining units to be one bedroom. The maximum number of townhome dwelling units allowed within Sudistrict 2 shall be 150 units. However, the maximum allowed number of townhome units in this subdistrict shall be reduced by the number of townhome units constructed in any other subdistrict, such that the maximum allowable number of townhome units for this Planned Development District does not exceed 150 units.

3.2.4 Location Requirements for Multifamily and Townhome Construction. Apartments shall be constructed in (i) that portion of Subdistrict 2 immediately east of the BNSF railroad line, south of Lovers Lane, north of the Lifestyle Center and west of the proposed north-south greenbelt, (ii) the area bordered on the north by Lovers Lane, on the east by Coleman Street, on the south by the Lifestyle Center, and on the west by the proposed north-south greenbelt, and, and (iii) that portion of land identified as the Lifestyle Center which is located west of Coleman Road, south of Richland Boulevard, east of the BNSF railroad line and north of Gates Parkway. Townhomes may be constructed in (i) the same locations as the apartments referenced herein, and (ii) in subdistrict 3 in accordance with the requirements therein.

3.2.5 Timing Requirements for Multifamily and Townhome Construction. Upon the issuance by the Town of tenant Certificates of Occupancy for at least 300,000 square feet of retail development the developer may construct up to 300 multifamily units and up to 150 Townhome units. Upon the issuance by the Town of tenant Certificates of Occupancy for at least 600,000 square feet of retail the developer may construct up to a total of 600 multifamily units. Upon the issuance by the Town of tenant Certificates of Occupancy of 900,000 square feet of retail the developer may construct up to a total of 1200 multifamily units.

3.2.6 Parking. The surface parking for multi-family development shall be screened along major roadways. Refer to Section 6.3 of this Ordinance for the additional general requirements pertaining to parking standards.

3.3 BUILDING CRITERIA

3.3.1 Maximum Building Height. All structures in Subdistrict 2 shall conform to the building height requirements set forth in Table 3-7 below. Building height shall be measured to the highest point of a roof surface.

Table 3-6. Maximum Building Height

Building Type	Height [(1)]	# Stories
Non-Residential [(2)]	80 ft.	5
Hotel	145 ft.	12
Office	145 ft.	12
Mixed Use (Vertical)	80 ft.	5
Townhome	40 ft.	3[(6)]
Multifamily, Urban Living[(3)]	80 ft.	5[(4)]
Parking Structures[(5)]	80 ft.	4

Notes

1. Non-habitable elements integral to the design of buildings shall be allowed to exceed the height limit in accordance with the Town's Zoning Ordinance Chapter 4, Section 9.5.
2. Includes all non-residential buildings except hotel, office buildings and mixed use. Hospitals will have an allowed height of 12 stories.
3. Refer to Section 8.0 for definition of building type.
4. No structure shall exceed two stories or 40' when located 150 feet or less from a single family zoning district.
5. Main parking structure should not exceed the height of adjacent building it is serving. The maximum allowed height is reduced to 40' if predominately visible to public ROW unless

otherwise approved by the Town.

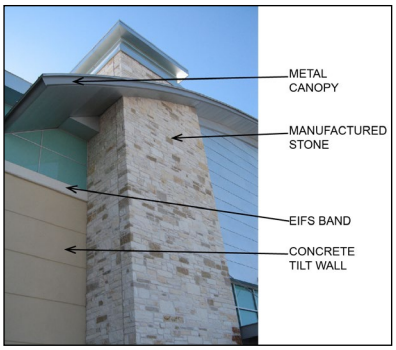
6. The minimum height of a townhome is 2 stories.

3.3.2 Maximum Building Length. There shall be no maximum length for buildings located within Subdistrict 2. However, all buildings shall be required to conform to the Building Articulation standards set forth in Section 3.3.7.

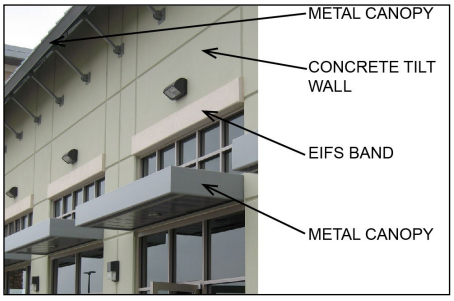
3.3.3 Building Materials. Exterior materials used in the construction of buildings shall comply with the following standards.

a. Non-Residential and Multifamily building types shall comply with the following standards:

1. All building façade's shall be architecturally finished with 100% masonry with an allowance for up to 10% secondary materials. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, granite, marble, architectural concrete block, and textured and painted concrete tilt-wall (non-residential building types only). Stucco may be used on areas of facades that are at least nine (9) feet above grade on non-residential buildings and on the third floor and above for multifamily buildings. Textured and painted concrete tiltwall shall be limited to 50% on the front façade and 75% on the side façades. Windows, doors, porches, gables, balconies and accent materials shall be excluded from the façade area for the purposes of calculating primary building materials.











2. The front and side facades of all multifamily buildings shall be finished with a minimum twenty (20) percent natural or manufactured stone or integral color split-faced block.

3. The front and side facades of all non-residential buildings shall be finished with a minimum of twenty-five (25) percent natural or manufactured stone.
4. A minimum of twenty (20) percent of the rear façade of any building along U.S. Highway 380 shall be natural or manufactured stone. All other rear facades facing a public right-of-way shall be a minimum of ten (10) percent natural or manufactured stone unless a landscape screen consisting of a double row of evergreen canopy trees is provided along said right-of-way.
5. Windows, doors, porches, gables, balconies and accent materials shall be excluded from the façade area for the purposes of calculating primary building materials.





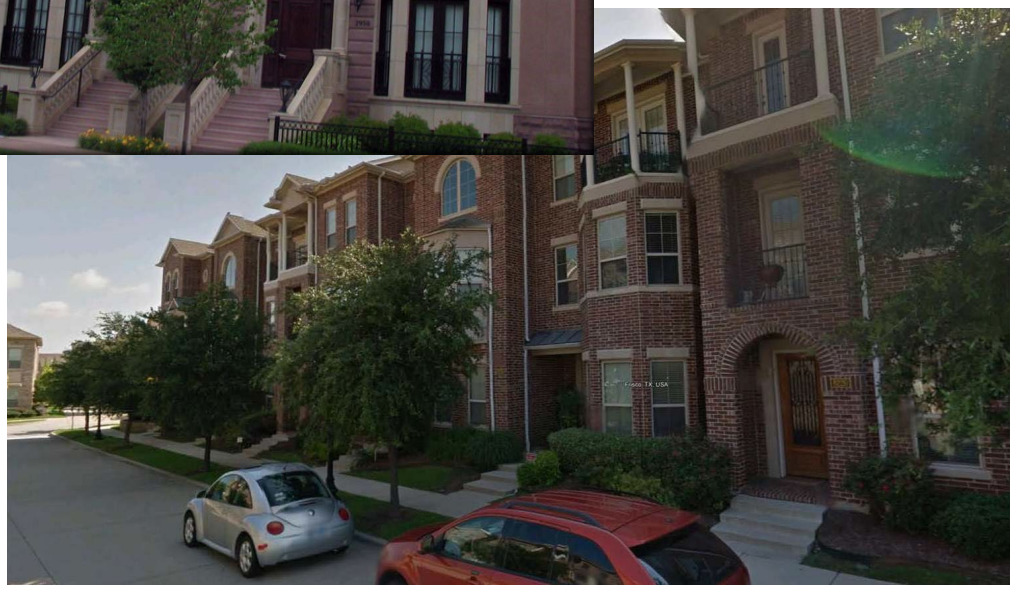


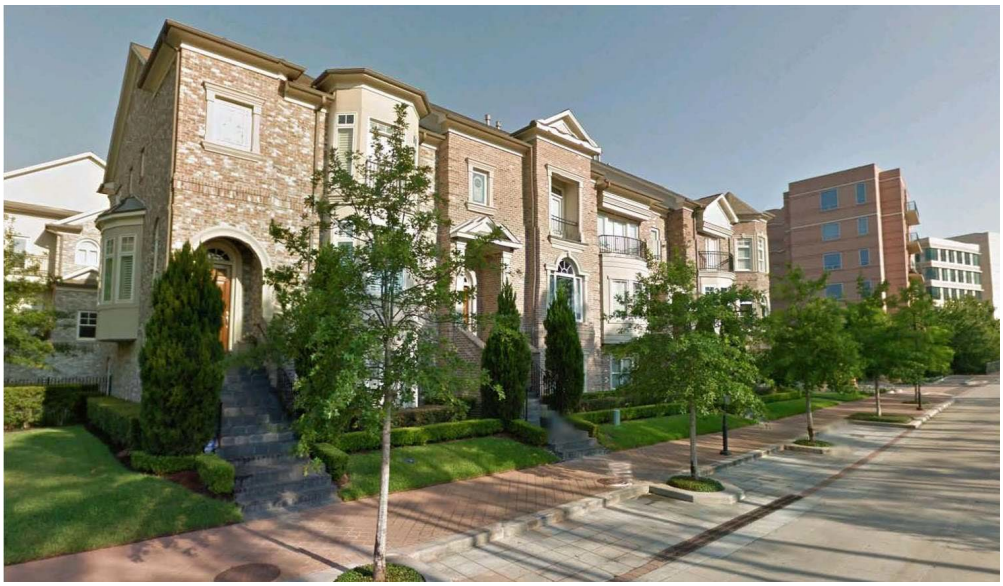
b. Townhome building types shall comply with the following standards.
   1. The exterior facades shall be constructed at 100% masonry. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, stucco (second floor or above), and cementicious fiber board (not to exceed 50% of 2nd story, in a different vertical plane and above of any façade area). Windows, doors and dormers shall be excluded from the façade area for the purpose of calculating primary building materials.
   2. Townhomes shall be a minimum of two stories.
   3. Each townhome unit shall have an attached garage. Garages shall open to the rear of the townhome and shall not face the public right-of-way.

Conceptual Photos – The following photographs shall be generally representative of the architectural style, and material selections depicted therein.









3.3.4 Window Areas. Shall not exceed 80% of any façade area for buildings located in Subdistrict 2. Windows shall have a maximum exterior visible reflectivity of 10%.

3.3.5 Building Entries. Building entries shall be clearly defined by incorporating distinguishing architectural features, awnings, canopies, lighting, signage or building articulation.







3.3.6 Awnings, Canopies, Arcades and Overhangs. These elements shall be designed and materials shall be used to complement the building design. They should be located to be as functional as possible, and with consideration to landscape areas that may be impacted by their placement.





3.3.7 Building Articulation.

a. Town Center. The Town Center is envisioned as a vibrant mixed use area at the heart of Subdistrict 2, combining retail, restaurant, entertainment, living and working into a pedestrian oriented destination not only for the "Gates" neighborhood but also for the surrounding communities. To create an intimate pedestrian environment, buildings should be designed to incorporate articulation both horizontally and vertically at intervals of not more than 30 feet. Acceptable forms of articulation shall include the following:



1. Canopies, awnings, or porticos
2. Wall recesses / projections
3. Arcades
4. Arches
5. Display windows
6. Architectural details, such as tile work and moldings, integrated into the building façade
7. Articulated ground floor levels or base
8. Articulated cornice line
9. Integrated planters or wing walls that incorporate landscape and sitting areas
10. Offsets, reveals or projecting rib used to express architectural or structural bays
11. Varied roof heights





b. Large Peripheral Buildings. All nonresidential buildings greater than 50,000 sf with facades that face a street, have an entrance, or are highly visible from roads or parking fields shall incorporate changes in wall plane with a depth of at least 6 feet, both horizontally and vertically, at intervals of not more than 100 feet.

Building façades that do not face a street or are not visible from roads or parking fields shall incorporate one of the following:

1. Repeating pattern of wall recesses and projections, pilasters, offsets or reveals.
2. Changes of color, texture or material either horizontally or vertically at intervals of not more than 60 feet.

3.3.8 Above-Grade Structured Parking. When structured garages are provided, sufficient access from the right-of-way or fire lane and access easement shall be provided. Entrances and exits shall be clearly marked for vehicles as well as pedestrians. The exterior façade of the parking structure, if visible from the street, shall incorporate similar design elements and finishes as the surrounding buildings in order to minimize the visual impact and shall be designed to minimize visibility from the street.

Parking structures should be oriented in a manner to avoid a general site line from the intersection of Preston/US 380 unless otherwise approved by the Town.

3.3.9 Projections into Setbacks and/or Rights-of-Way.

a. The following projections shall be permitted into a building setback or right-of-way for non-residential or mixed-use buildings only.

1. Ordinary building projections, including, but not limited to water tables, sills, belt courses, pilasters, and cornices may project up to 12 inches beyond a building face or architectural projection into the setback, but not the right-of-way.
2. Business signs and roof eaves may project up to 36 inches beyond the building face or architectural projection into the setback, but not the right-of-way.
3. Architectural projections, including balconies, bays, towers, and oriels; show windows (1st floor only); below grade vaults and area-ways; and elements of a nature similar to those listed; may project up to 48 inches beyond the building face into the setback, but not the right-of-way.
4. Canopies and/or awnings may project from the building face over the entire setback. Additionally, they may be extended into the right-of-way to be within eight inches of the back of curb if used to provide a covered walkway to a building entrance and as long as any canopy/awning support is no closer than 24 inches from the back of curb.
5. Below-grade footings approved in conjunction with building permits.

Projections as described above shall only be permitted into a building setback or right-of-way provided the following:

1. No projection shall be permitted into a building setback or right-of-way of Preston Road, Lovers Lane, Coleman Street or US Highway 380, or any other major or minor thoroughfare.
2. Such projections do not extend over the traveled portion of a roadway.
3. The property owner has assumed liability related to such projections
4. The property owner shall maintain such projection in a safe and non-injurious manner.

b. Where balconies, awnings, stoops and front porches are provided for Townhome and multifamily uses, they shall be permitted to encroach a maximum of five feet into the front setback line.

3.4 MULTIFAMILY CRITERIA

Multifamily construction within this development shall conform to the following urban-style criteria:

1. For the multi-family construction located outside of the Lifestyle Center, a minimum of forty (40) percent of the units will have private garages. Structured garages shall qualify as private garages.
2. On-street parallel parking along public and private streets other than major or minor thoroughfares is required and is allowed to count towards the required parking for the adjacent development.
3. All on-site surface parking will be located towards the interior of the site to minimize viewing from surrounding public streets. All interior surface parking shall be screened along major roadways.

4. Tandem parking (ie. One parking space behind either a garage or carport parking space) shall be allowed and considered in the calculation of the required parking.
5. Front porches and/or stoops are required on facades which front public streets.
6. All multi-family buildings located within the Lifestyle Center area south of Richland Boulevard shall have air conditioned and heated corridors and hallways.
7. All multi-family buildings located within the Lifestyle Center area south of Richland Boulevard shall incorporate special architectural consideration for the corner elements of the buildings.
8. All multi-family buildings located within the Lifestyle Center south of Richland Boulevard shall incorporate enhanced masonry elements to their exterior façade.
9. Sidewalks with a minimum clear width of 6' shall be constructed along all public streets adjacent to multifamily developments. Clear width shall be increased to 7' adjacent to vertical mixed use developments.
10. A buffer region shall be established along all streets having on-street parking. The buffer regions shall have a minimum width of six (6) feet and shall be continuous and located adjacent to the curb. This region shall be planted with street trees located a minimum of four (4) feet from the curb at an average spacing of not more than thirty (30) feet on center. Street trees shall be a minimum of three (3) inch caliper when planted. Root barriers shall be used in conjunction with all street trees.
11. Street furniture consisting of a minimum of a bench and a waste receptacle shall be located within the buffer area in at least one location along each block.

Conceptual Photographs – The following photographs shall be generally representative of the architectural style, color and material selections depicted therein.









3.5 PERMITTED USES

3.5.1 General. The following general conditions shall apply to Subdistrict 2.

a. Big Box uses are permitted by right within Subdistrict 2.

3.5.2 Permitted Use Matrix. The permitted uses within Subdistrict 2 shall be in accordance with the Permitted Use Matrix in Section 6.6 of this Ordinance.

3.5.3 Upscale Uses Any hospitality and retail uses shall be upscale, as approved by the Director of Development Services.

4.0 SUBDISTRICT 3—DOWNTOWN CENTER

4.1 GENERAL PURPOSE AND DESCRIPTION

The *Downtown Center* Subdistrict will serve the purpose of providing an active living and working community benefiting from its proximity to the existing town core and the planned Lifestyle and/or Regional Retail Centers to the south. The development standards for non-residential and mixed-use development included in this Subdistrict are generally consistent with the Retail, Commercial and Office zoning districts in the existing Town of Prosper Zoning Ordinance, while the development standards for residential development are generally consistent with the Townhome and Single Family zoning districts in the existing Town of Prosper Zoning Ordinance and/or the Life Style Standards outline herein. The Design Guidelines and architectural standards are intended to define the "Downtown Center" design theme for this Subdistrict by providing opportunities to leverage from the entertainment, office and/or retail venues located within and/or adjacent to this Subdistrict. Open space elements will be located so as to provide convenient recreational space and a central focal element for this Subdistrict, along with a walkable connection to the retail and entertainment districts provided to the south.. The uses that will be permitted in this Subdistrict will allow for a flexibility of options including medical campus, office, civic activities, and complementary residential housing. This area could also be developed as a more traditional business park/governmental center if proven to better fit the market demands for such a use.

4.2 SITE CRITERIA

4.2.1 Property Development Regulations. The proposed land uses and housing types shall conform to the property development regulations in this Section. The proposed land uses within Subdistrict 3 may utilize the Traditional Standards in Tables 4-1, and 4-2 or the Urban Standards in Tables 4-3, 4-4 and 4-5. Where Urban Standards are utilized, these standards shall apply to an entire block length so as not to disrupt the continuity of the streetscape.

Table 4-1. Size of Yards – Non Residential and Townhome

Land Use/Housing Type[1]	Minimum Front[6]	Minimum Side[4]	Minimum Corner[6]	Minimum Rear
Retail	5 ft.	(2)	5 ft.	(2)
Commercial	5 ft.	(2)	5 ft.	(2)
Office	5 ft.	(2)	5 ft.	(2)
Townhome	20 ft.[3]	10 ft.	15 ft.	20 ft.

Notes

1. Refer to Section 8.0 for definitions pertaining to Retail, Commercial, Office and Mixed Use Land Uses.
2. Minimum setback of 10 feet adjacent to a nonresidential district; Minimum setback of 15 feet adjacent to a residential district; Setback may be eliminated for attached buildings.
3. The front setback may be reduced to 10 feet where vehicular access is provided via a rear alley.
4. Side setback shall be zero feet for interior units with a minimum building separation of 10 feet between buildings without openings (e.g., windows) and 15 feet between buildings with openings.

of the unit.

6. Additional area needed for sidewalks, outdoor dining, landscaping, etc. may be provided within public ROW and/or easements of the adjacent roadways upon approval of Town Staff.

Table 4-2. Size of Lots and Lot Coverage—Non-Residential

Land Use[1]	Minimum Lot Area	Minimum Lot Width	Minimum Lot Depth	Maximum Lot Coverage	Maximum FAR
Retail	10,000 sq. ft.	70 ft.	100 ft.	50%[2]	0.6:1.0
Commercial	10,000 sq. ft.	70 ft.	100 ft.	50%[2]	3.0:1.0
Office	7,000 sq. ft.	70 ft.	100 ft.	60%[2]	5.0:1.0

Notes

1. Refer to Section 8.0 for definitions pertaining to Retail, Commercial, Office and Mixed Use Land Uses.
2. Includes main buildings. Parking structures and surface parking facilities shall be excluded from the coverage computations.
3. Structural parking facilities and surface parking lots shall not be included in lot coverage calculations.

Table 4-3. Size of Yards – Residential (Urban Standards)

Land Use/Housing Type	Minimum Front[3]	Minimum Side	Minimum Corner	Minimum Rear
Townhome[1]	5 ft.	5 ft.[3]	15 ft.	20 ft.
Single Family (Center Loaded)	15 ft.	7 ft. [2]	15 ft.	20 ft.
Single Family (Side Loaded)	15 ft.	0 ft.[4]	15 ft.	20 ft.

Notes

1. Vehicular access for Townhomes shall be provided at the rear of the unit via alleys.
   - All garage doors are to be cedar/wood clad or shall be finished to give the appearance of a real wood door.. Plain metal garage doors are not permitted.

2A minimum building separation of 10 feet is required.

3. Due to the urban nature of this development, the front setback shall not be staggered.
4. If side loaded or zero lot line alternate is used the opposite side yard shall be a minimum of 10’. All buildings shall have a minimum separation of 10’.

Table 4-4. Size of Lots and Lot Coverage—Residential

Housing Type	Minimum Lot Area	Minimum Lot Width[2]	Minimum Lot Depth	Maximum Lot Coverage	Maximum No. of Lots
Townhome	1,800 sq. ft.	20 ft.	90 ft.	90%	150
Single Family	6875 sq. ft.	55 ft.	100 ft.	90%[1]	

Notes

1. Includes main building, accessory buildings and structured parking facilities.
2. Measured at the front setback line, except for lots located at the terminus of a cul-de-sac, curve or eyebrow which may have a minimum width of forty-five (45) at the front setback provided all other requirements of this section are met.

4.2.2 Minimum Dwelling Area.

a. Townhome. The minimum dwelling area shall be 1,500 square feet and a minimum 2 story.

b. Single Family . The minimum dwelling area for a single family home on a 55 foot wide lot shall be 1800 square feet.

4.2.3 Maximum Residential Dwelling Units. The maximum number of Townhome units in Subdistrict 3 shall be 150 units. There is no maximum on the allowable number of Single Family detached lots.

4.2.6 Parking. Refer to Section 6.3 of this Ordinance for the general requirements pertaining to parking standards.

4.3 BUILDING CRITERIA

4.3.1 Maximum Building Height. All structures in Subdistrict 3 shall conform to the building height requirements set forth in Table 4-5 below. Building height shall be measured to the highest point of a roof surface.

Table 4-5. Maximum Building Height[5]

Building Type	Height [1]	# Stories
Non-Residential [2]	60 ft.	4
Hotel	80 ft.	5
Office	100 ft.	8
Hospital	100 ft.	8
Townhome	40 ft.	3[4]

Single Family Detached	40 ft.	2
Parking Structures[3]	80 ft.	4

Notes

1. Non-habitable elements integral to the design of buildings shall be allowed to exceed the height limit by a maximum of 20 feet.
2. Does not include hospitals, hotels, office, or medical office buildings.
3. Main parking structure should not exceed the height of adjacent building it is serving. The maximum allowed height is reduced to 40' if generally visible to public ROW.
4. The minimum height of a townhome is two-story.
5. No structure within 750' of First Street can exceed 4-stories in height (60 feet max.).

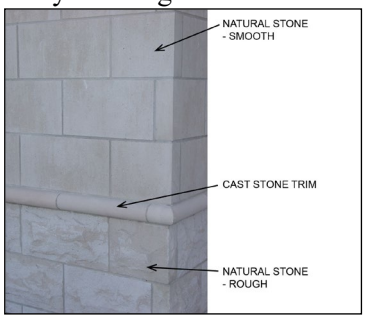
4.3.2 Maximum Building Length. There shall be no maximum length for buildings located within Subdistrict 3. However, all buildings shall be required to conform to the Building Articulation standards set forth in the Town's zoning ordinance.

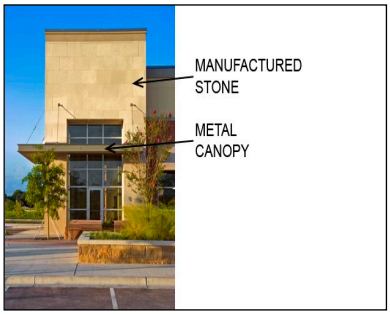
4.3.3 Building Materials. Exterior materials used in the construction of buildings shall comply with the following standards.

a. Non-Residential building types shall comply with the following standards:

1. All building façade's shall be architecturally finished with 100% masonry with an allowance for up to 10% secondary materials. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, granite, marble, architectural concrete block, and textured and painted concrete tilt-wall (non-residential building types only). Stucco may be used on areas of facades that are at least nine (9) feet above grade on non-residential buildings and on the third floor and above for multifamily buildings. Textured and painted concrete tiltwall shall be limited to 50% on the front façade and 75% on side façades. Windows, doors, porches, gables, balconies and accent materials shall be excluded from the façade area for the purposes of calculating primary building materials.



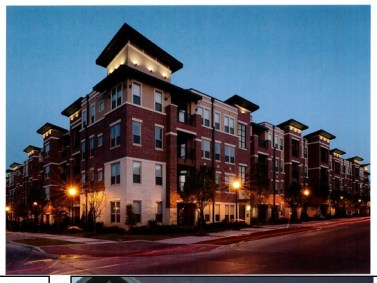




2. The front and side facades of all non-residential buildings shall be finished with a minimum of twenty-five (25) percent natural or manufactured stone. The rear façade of any non-residential building facing a public right-of-way shall be finished with a minimum of ten (10) percent natural or manufactured stone unless a landscape screen consisting of a double row of evergreen canopy trees is provided along said right-of-way.

3. Windows, doors, porches, gables, balconies and accent materials shall be excluded from the façade area for the purposes of calculating primary building materials.

4.











b. Townhome building types shall comply with the following standards.

1. The exterior facades shall be constructed of 100% masonry. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, stucco (second floor and above), and cementicious fiber board (not to exceed 50% of 2nd story and above of any façade area). Windows, doors, porches, columns and dormers shall be excluded from the façade area for the purpose of calculating primary building materials.
2. Townhomes shall be a minimum of two stories.
3. Each townhome unit shall have an attached garage. Garages shall open to the rear of the townhome and shall not face the public right-of-way.
4. Additional articulation shall be provided on the sides of townhome units that are adjacent to a public street or open space.

Conceptual Photos – The following photographs shall be generally representative of the architectural style, color and material selections depicted therein for the townhome buildings in Subdistrict 3.





c. Single Family Residential building types shall comply with the following standards.

1. The exterior facades shall be constructed of 100% masonry. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, stucco (second floor and above), and cementicious fiber board (not to exceed 50% of 2nd story and above of any façade area). Windows, doors, porches, columns and dormers shall be excluded from the façade area for the purpose of calculating primary building materials.
2. Architectural features and porches may encroach into required front and rear yards up to five (5) feet.
3. Each Single Family home shall have an attached garage. Garages shall be minimum 2-car.
4. Carports are not allowed.
5. All fencing shall be 6 feet tall and constructed of either decorative metal, masonry or board on board cedar based upon the developer provided guidelines.
6. Ornamental metal fencing shall be required for any fencing located adjacent to a public park or public hike and bike trail.
7. The northern tier of single family homes in Subdistrict 3 along Main and McKinley Street shall have open fencing.
8. For lots with a zero (0) side yard setback

a. A roof overhang equipped with a gutter may extend a maximum of twelve (12) inches into a neighboring property. No other roof overhangs or extensions from a wall may extend into a neighboring lot.

b. The closest exterior roofline to an adjacent property shall be storm guttered if the general slope of the roof falls toward the neighboring property. Gutters shall include returns to direct the water to the lot of origin.

c. The "zero" side shall be designated on the Final Plat. All access, maintenance, and use easements shall be provided on preliminary and Final Plats.

d. A five (5) foot wide access, maintenance, and use easement shall be dedicated on the Final Plat for all lots adjacent to lots with a "zero" side. The purpose of this easement is to the give the adjoining owner access for maintenance of his/her dwelling.

e. The majority of one side of the structure shall be located within three (3) feet of one side lot line. Building walls which are

located adjacent to the "zero" side of the lot shall not have any doors, windows, ducts, grills, vents, or other openings. This requirement precludes exterior walls forming enclosures for courts, patios, or similar indentations to the "zero" wall.

4.3.4 Window Areas. The window area for Non-residential buildings shall not exceed 80% of any façade for buildings located in Subdistrict 3. Windows shall have a maximum exterior visible reflectivity of 10%, unless otherwise approved by the Director of Development Services or his/her designee.

4.3.5 Building Entries. Building entries shall be clearly defined by incorporating distinguishing architectural features, awnings, canopies, lighting, signage or building articulation.





4.3.6 Awnings, Canopies, Arcades and Overhangs. These elements shall be designed and materials shall be used to complement the building design. They should be located to be as functional as possible, and with consideration to landscape areas that may be impacted by their placement.

4.3.7 Above-Grade Structured Parking. When structured garages are provided, sufficient access from the right-of-way shall be provided. Entrances and exits shall be clearly marked for vehicles as well as pedestrians. The exterior façade of the parking structure, if visible from the street, shall incorporate similar design elements and finishes as the surrounding buildings in order to minimize the visual impact and shall be designed to minimize visibility from the street.

Parking structures should be oriented in a manner to avoid a general site line from the intersection of Preston/US 380 unless otherwise approved by the Town.

4.3.8 Projections into Setbacks and/or Rights-of-Way.

a. The following projections shall be permitted into a building setback or right-of-way for non-residential buildings only.

1. Ordinary building projections, including, but not limited to water tables, sills, belt courses, pilasters, and cornices may project up to 12 inches beyond a building face or architectural projection into the setback, but not the right-of-way.
2. Business signs and roof eaves may project up to 36 inches beyond the building face or architectural projection into the setback, but not the right-of-way.
3. Architectural projections, including balconies, bays, towers, and oriels; show windows (1st floor only); below grade vaults and area-ways; and elements of a nature similar to those listed; may project up to 48 inches beyond the building face into the setback, but not the right-of-way.
4. Canopies and/or awnings may project from the building face over the entire setback. Additionally, they may be extended into the right-of-way to be within eight inches of the back of curb if used to provide a covered walkway to a building entrance and as long as any canopy/awning support is no closer than 24 inches from the back of curb.
5. Below-grade footings approved in conjunction with building permits.

Projections as described above shall only be permitted into a building setback or right-of-way provided the following:

1. No projection shall be permitted into a building setback or right-of-way of Lovers Lane, Coleman Street or Firstt Street, or any other major or minor thoroughfare.
2. Such projections do not extend over the traveled portion of a roadway.
3. The property owner has assumed liability related to such projections
4. The property owner shall maintain such projection in a safe and non-injurious manner.

b. Where front porches are provided for Townhome or Single Family uses, they shall be permitted to encroach a maximum of five feet into the front setback line.

4.4 PERMITTED USES

4.4.1 ***General.*** The following general conditions shall apply to Subdistrict 3.

Additional commerical uses are allowed for the parcel(s) located on the west side of the railroad as noted in Section 6.7 under Wholesale Uses and Manufacturing/Industrial Uses.

4.4.2 ***Permitted Use Matrix.*** The permitted uses within Subdistrict 3 shall be in accordance with the Permitted Use Matrix in Section 6.7 of this Ordinance.

5.0 SUBDISTRICT 4 – RESIDENTIAL NEIGHBORHOOD

5.1 GENERAL PURPOSE AND DESCRIPTION

The *Residential Neighborhood* Subdistrict will serve the primary purpose of providing a planned residential community to serve the needs of the Town by facilitating a range of detached single-family housing opportunities. In addition, a small commercial tract will provide additional limited retail and commercial uses along Preston Road. Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Standards, the regulations of the Town's Zoning Ordinance (as it currently exists or may be amended) and Subdivision Ordinance (as it currently exists or may be amended) shall apply.

5.2 SINGLE FAMILY RESIDENTIAL TRACT

5.2.1 **Property Development Regulations**: This property may develop, under the standards for SF-10 as contained in the Town's Zoning Ordinance as it exists or may be amended, as front entry lot product subject to the specific provisions contained herein below. There will be no alley-served lots within the property.

5.2.2 **Density**: The maximum number of single family detached dwelling units for this PD is 200. This equates to an overall gross density of 2.82 units per acre.

5.2.3 **Lot Types**: The single family detached lots developed within the Properties shall be in accordance with the following Lot Types, provided a minimum of 40% are Type B lots:

Type A Lots: Minimum 8,640 square foot lots
Type B Lots: Minimum 9,990 square foot lots

5.2.4 **Area and building regulations**:

1. **Type A Lots:** The area and building standards for Type A Lots are as follows and as set forth in Table 1:

   (a) **Minimum Lot Size**. The minimum lot size for Type A Lots shall be eight thousand six hundred forty (8640) square feet. A typical lot will be 64' x 135' but may vary provided that the requirements in Table 1 are accommodated.

   (b) **Minimum Lot Width**. The minimum lot width for Type A Lots shall be sixty four (64) feet, as measured at the front setback, except for lots located at the terminus of a cul-de-sac, curve or eyebrow which may have a minimum width of fifty four (54) feet at the front setback provided all other requirements of this section are met.

   (c) **Minimum Yard Setbacks**.

   (1) Minimum Front Yard Setback: The minimum front yard setback for Type A Lots shall be twenty-five (25) feet.

(2) Minimum Side Yard Setback: The minimum side yard setback for Type A Lots shall be seven (7) feet. For corner lots adjoining a street, the minimum side yard setback shall be fifteen (15) feet on the side adjacent the street.

(3) Minimum Rear Yard Setback: The minimum rear yard setback shall be twenty-five (25) feet.

(4) Permitted Encroachment. Architectural features and porches may encroach into required front and rear yards up to five (5) feet. Swing-in garages may encroach into required front yards up to ten (10) feet provided that the wall of the garage facing the street contains a glass pane window with a minimum size of three (3) feet by five (5) feet and the height of the garage does not exceed one (1) story. Front facing garages are permitted to extend to the front façade of the main structure but may not encroach into the required front yard.

(d) **Minimum Floor Space**. Each one-story dwelling constructed on a Type A Lot shall contain a minimum of two thousand, three hundred (2300) square feet of floor space; two story dwellings shall be a minimum of two thousand six hundred fifty (2650) square feet. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling

(e) **Height**. The maximum height for structures on Type A Lots shall be forty (40) feet.

(f) **Driveways**. Driveways fronting on a street on Type A Lots shall be constructed of any of the following materials: colored concrete, brick pavers, stone, interlocking pavers, stamped concrete, salt finish concrete, concrete with stone or brick border OR any other treatment as approved by the Director of Development Services.

No broom finish concrete driveways will be allowed.

(g) **Exterior Surfaces**. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred (100) percent masonry. Cementitious fiber board is considered masonry but may only constitute thirty (30) percent of the area for stories other than the first story. However, cementitious fiber board 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. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Building Official.

No cementitious fiber board or any other siding material will be allowed on any front elevation nor on any side/rear elevation which is visible from an adjacent community street, common area, open space, park or perimeter.

(h) **Windows**. All window framing shall be bronzed, black, cream, sand or white anodized aluminum, vinyl or wood.

(i) **Roofing**. Structures constructed on the Type A Lots shall have a composition, slate, clay tile or cement/concrete tile roof.

The color of any composition roof must appear to be weathered wood shingles, black or slate.

Composition roof shingles must be laminated and have a minimum warranty of 30 years.

The main roof pitch of any structure shall have a minimum slope of 8" in 12" except for clay tile and cement/concrete tile roofs which shall have a minimum slope of 3" in 12". Pitch ends shall be 100% guttered.

(j) **Garages**.

(1) Homes shall have a minimum of two (2) car garages but no more than three (3). No carports shall be permitted.

(2) Homes with three (3) garages shall not have more than two (2) garage doors facing the street.

(3) No standard, traditional steel garage doors, painted or stained, will be allowed.

(4) Doors must be constructed of a material that gives the appearance of a real wood door when viewed from any community street. Materials may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.) or other material, including fiberglass or steel, that when stained or painted gives the appearance of a real wood door.

(5) Doors may be single or double wide doors.

(6) Additionally, two of the following upgrades must be incorporated:

(a) If single doors, doors must be separated by a masonry column.

(b) Garage doors may be "carriage style door" designs giving the appearance of a classic swing-open design with the flexibility of an overhead door operation.

(c) Doors may incorporate decorative hardware.

(d) Doors may incorporate windows.

(k) **Plate Height**. Each structure on a Type A Lot shall have a minimum principal plate height of 9' on the first floor.

(l) **Fencing**. Fences, walls and/or hedges on Type A Lots shall be constructed to meet the following guidelines.

(1) All Type A Lots backing or siding to land designated by plat as public park or public hike and bike trail shall have a decorative metal fence, minimum 6 foot in height, abutting said public area.

(2) All other Type A lot fencing shall be constructed of masonry, decorative metal or cedar. All cedar fencing will be board on board with a top rail and shall be supported with galvanized steel posts, 8-foot OC minimum. A common fence stain color as well as fence detail shall be established for the community by the developer.

(3) Solid masonry fencing shall only be allowed on lots adjacent to or abutting HOA-owned common area lots.

(4) Type A corner lots adjacent to a street shall be constructed of either decorative metal or cedar board-on-board along the side yard adjoining the street with masonry columns, per developer guidelines, placed at 21 feet OC.

(5) No fencing shall extend beyond a point fifteen feet (15') behind the front wall plane of the structure into the front yard.

(m) **Landscaping**.

(1)Corner lots adjacent to a street require two additional trees be planted in the side yard @ 30 feet OC.

(2)The front, side and rear yard must be fully sodded with grass and irrigated by an automated underground irrigation system.

(n) **Accessory Structures**. Accessory structures used as a garage, a garage apartment, or guest house, will not be allowed.

2. **Type B Lots**: The area and building standards for Type B Lots are as follows and as set forth in Table 1:

(a) **Minimum Lot Size**. The minimum lot size for Type B Lots shall be nine thousand nine hundred ninety (9990) square feet. A typical lot will be 74' x 135' but may vary provided that the requirements in Table 1 are accommodated.

(b) **Minimum Lot Width**. The minimum lot width for Type B Lots shall be seventy-four (74) feet as measured at the front setback, except for lots located at the terminus of a cul-de-sac, curve or eyebrow which may have a minimum width of sixty-four (64) feet at the front setback provided all other requirements of this section are met.

(c) **Minimum Yard Setbacks**.

(1) **Minimum Front Yard Setback**: The minimum front yard setback for Type B Lots shall be twenty-five (25) feet.

(2) **Minimum Side Yard Setback**: The minimum side yard setback for Type B Lots shall be seven (7) feet. For corner lots adjoining a street, the minimum side yard setback shall be fifteen (15) feet on the side adjacent the street.

(3) **Minimum Rear Yard Setback**: The minimum rear yard setback shall be twenty-five (25) feet.

(4) **Permitted Encroachment**. Architectural features and porches may encroach into required front and rear yards up to five (5) feet. Swing-in garages may encroach into required front yards up to ten (10) feet provided that the wall of the garage facing the street contains a glass pane window with a minimum size of three (3) feet by five (5) feet and the height of the garage does not exceed one (1) story. Front facing garages are permitted to extend to the front façade of the main structure but may not encroach into the required front yard.

(d) **Minimum Floor Space**. Each single-story dwelling constructed on a Type B Lot shall contain a minimum of two thousand five hundred (2500) square feet of floor space; two story dwellings shall contain a minimum of three thousand (3000) square feet of floor space. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling.

(e) **Height.** The maximum height for structures on Type B Lots shall be forty (40) feet.

(f) **Driveways**. Driveways fronting on a street on Type B Lots shall be constructed of any of the following materials: colored concrete, brick pavers, stone, interlocking pavers, stamped concrete, salt finish concrete, concrete with stone or brick border OR any other treatment as approved by the Director of Development Services

No broom finish concrete driveways will be allowed.

(g) **Exterior Surfaces**. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of

one hundred (100) percent masonry. Cementitious fiber board is considered masonry but may only constitute thirty (30) percent of the area for stories other than the first story. However, cementitious fiber board 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. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Building Official.

No cementitious fiber board or any other siding material will be allowed on any front elevation nor on any side/rear elevation which is visible from an adjacent community street, common area, open space, park or perimeter.

(h) **Windows**. All window framing shall be bronzed, black, cream, sand or white anodized aluminum, vinyl or wood.

(i) **Roofing**. Structures constructed on the Type B Lots shall have a composition, slate, clay tile or cement/concrete tile roof.

The color of any composition roof must appear to be weathered wood shingles, black or slate.

Composition roof shingles must be laminated and have a minimum warranty of 30 years.

The main roof pitch of any structure shall have a minimum slope of 8” in 12” except for clay tile and cement/concrete tile roofs which shall have a minimum slope of 3” in 12”. Pitch ends shall be 100% guttered.

(j) **Garages**.

(1) Homes shall have a minimum of two (2) car garages but no more than four (4). No carports shall be permitted.

(2) Homes with three (3) car garages shall not have more than two (2) garage doors facing the street.

(3) No standard, traditional steel garage doors, painted or stained, will be allowed.

(4) Doors must be constructed of a material that gives the appearance of a real wood door when viewed from any community street. Materials may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.) or other material, including fiberglass or steel, that when stained or painted gives the appearance of a real wood door.

(5) Doors may be single or double wide doors.

(6) Additionally, two of the following upgrades must be incorporated:

a. If single doors, doors must be separated by a masonry column.

b. Garage doors may be “carriage style door” designs giving the appearance of a classic swing-open design with the flexibility of an overhead door operation.

c. Doors may incorporate decorative hardware.

d. Doors may incorporate windows.

(k) **Plate Height**. Each structure on a Type B Lot shall have a minimum principal plate height of 9’ on the first floor.

(l) **Fencing**. Fences, walls and/or hedges on Type B lots shall be constructed to meet the following guidelines.

(1) All Type B Lots backing or siding to land designated by plat as a public park or public hike and bike trail shall have a decorative metal fence, minimum 6 foot in height, abutting said public area.

(2) All other fencing shall be constructed of masonry, decorative metal or cedar. All cedar fencing will be board on board with a top rail, and shall be supported with galvanized steel posts, 8-foot OC minimum. A common fence stain color as well as fence detail shall be established for the community by the developer.

(3) Solid masonry fencing shall only be allowed on lots adjacent to or abutting HOA-owned common area lots.

(4) Type B corner lots adjacent to a street shall be constructed of either decorative metal or cedar board-on-board along the side yard adjoining the street with masonry columns, per Developer guidelines, placed at 21 feet OC.

(5) No fencing shall extend beyond a point fifteen feet (15’) behind the front wall plane of the structure into the front yard.

(m) **Landscaping**.

(1) Corner lots adjacent to a street require two additional trees be planted in the side yard @ 30 feet OC.

(2) The front, side and rear yard must be fully sodded with grass and irrigated by an automated underground irrigation system.

(n) **Accessory Structures**. Accessory structures used as a garage, a garage apartment, a storage building or guest house, will not be allowed.

TABLE 1

	Lot Type A	Lot Type B
Min. permitted lot sizes	8640 sq. ft.	9990 sq. ft.
Min. Front Yard	25 ft.	25 ft.
Min. Side Yard Corner Lot	7 ft. 15 ft.	7 ft. 15 ft.
Min. Rear Yard	25 ft.	25 ft.
Max. building Height	40 ft.	40 ft.
Max. Lot Coverage	50%	50%
Min. Lot Width	64 ft.	74 ft.
Min. Lot Depth	125 ft.	125 ft.
Min. Dwelling Area	2300 sq. ft. single story 2650 sq. ft. two story	2500 sq. ft. single story 3000 sq. ft. two story

5.3 COMMERCIAL TRACT

5.3.1 PROPERTY DEVELOPMENT REGULATIONS: The approximately 5.5 acre Commercial Tract of this subdistrict shall develop in conformance to the property development regulations established within this planned development ordinance for Subdistrict 1 except as indicated below.

5.4 PERMITTED USES

5.4.1 General. The following conditions apply to Subdistrict 4.
a. Big Boxes are not permitted within Subdistrict 4.

5.4.2 Permitted Use Matrix. The permitted uses within Subdistrict 4 shall be in accordance with the Permitted Use Matrix in Section 6.7 of this Ordinance.

6.0 GENERAL REQUIREMENTS

6.1 PLAN APPROVAL PROCESSES

6.1.1 ***General.*** Development shall generally take place in accordance with the attached Conceptual Development Plan (Exhibit D), Design Guidelines (Exhibit F) and Conceptual Thoroughfare Plan (Exhibit H).

6.1.2 ***Conceptual Development Plan.*** Plats and/or site plans submitted for the development of the PD District shall conform to the data presented and approved on the Conceptual Development Plan (Exhibit D). Changes of detail on these final development plan(s) that differ from the Conceptual Development Plan (Exhibit D) may be authorized by the Planning & Zoning Commission, with their approval of the final development plan(s) and without public hearing, if the proposed changes do not:

1. Alter the basic relationship of the proposed development to adjacent property
2. Alter the uses permitted,
3. Increase the density,
4. Increase the building height,
5. Increase the coverage of the site,
6. Reduce the off-street parking ratio
7. Reduce the building lines provided at the boundary of the site, or
8. Significantly alter any open space plans

If the Planning & Zoning Commission determines that the proposed change(s) violates one (1) or more of the above eight (8) criteria, then a public hearing must be held to adequately amend the PD District's granting ordinance prior to the Planning & Zoning Commission's approval of the final development plan(s).

Any change to the boundaries of an individual Subdistrict that results in a change of less than 15% of the land area for that Subdistrict may be authorized by the Director of Development Services or his/her designee.

6.2 OPEN SPACE

6.2.1 ***General.*** The open space and parkland dedication requirements shall be in accordance with the Town's zoning ordinance unless specified herein and/or other requirements / regulations are established via a developer's agreement with the Town at which time the authorized Developer's Agreement will hold precedence over this Planned Development and/or the Town's zoning Ordinance requirements.



6.2.2 ***Design Criteria.*** Land utilized to satisfy Open Space requirements shall meet the following criteria, as relevant:

a. A maximum of 1/2 of the required on-site Open Space for either Townhome or Multifamily development may be located off the platted lot however, within 1000' of any unit of a development towards which it will be counted with respect to the Townhome or Multifamily development but within the boundary of the overall Planned Development provided the off-site and on-site Open Space is interconnected by a minimum eight-foot trail system.

b. Required Open Space for non-residential areas do not have to be located on the individual platted lots but allocated as part of the overall master plan and/or site plan.

6.3 PARKING REQUIREMENTS

6.3.1 General. The following general standards shall apply.

a. The number of parking spaces provided for uses shall be in accordance with the requirements established in Section 6.3.2 of these standards.

b. Where on-street parking is provided, angled as well as parallel parking shall be permitted. On-street parking shall not be permitted within 30 feet of the curb line of a cross street, drive or common access easement.

c. On-street parking spaces shall be permitted within Subdistricts 2 and 3 within this Planned Development. Parking spaces may be provided in the right-of-way and shall conform to Town standards for vehicle parking areas. No on street parking spaces will be allowed on major or minor thoroughfares.

d. Interior surface parking for the multi-family development located in the Lifestyle Center area south of Richland Boulevard in Subdistrict 2 shall be screened along major roadways.

e. Vehicle maneuvering shall be allowed within the public right-of-way where on-street parking is provided.

f. When structured parking garages are provided, adequate access from public rights-of-way via private drives and/or access easements shall be made readily available.

g. Parking aisles, where practicable, shall be designed to be perpendicular to the front of the primary building in the development.

h. Parking spaces that face and are adjacent to a building shall utilize curbs, wheel stops, and/or bollards.

i. Speed bumps/humps are not permitted within a fire lane. However, speed tables may be permitted within a fire lane provided they are approved by the Town of Prosper Fire Department at the time of plat and/or site plan submittal.

j. Dead-end parking aisles are discouraged and shall only be permitted in unique circumstances upon approval by the Director of Development Services or his/her designee.

k. In the case of mixed uses, uses may share parking spaces where the practicability of shared parking can be demonstrated. The applicant shall submit a parking analysis to the Director of Development Services demonstrating the feasibility of shared parking. The parking analysis shall address, at a minimum, the size and type of the proposed development, location of required parking, the composition of tenants, the anticipated rate of parking turnover, and the anticipated peak parking and traffic loads for all

uses that will be sharing off-street parking spaces. The applicant shall also demonstrate that any parking reduction requested as part of the shared parking study will not result in the spillover of parking onto other properties.

l. Outdoor patio and sidewalk dining, as well as other public seating areas, are permitted; these areas shall be included in parking calculations at a rate of 50% of standard requirements.
m. Surface parking is allowed in urban living multifamily development as long as the parking areas other than on-street parking are located internal to the multifamily development and are screened from public right of way through the use of landscaping and/or walls and structures.
n. For vertical mixed use developments, no more than one drive with parking on both sides is allowed between the mixed use structure and the public ROW(s) unless otherwise approved by the Town.

6.3.2 ***Parking Requirements Based on Use.*** In all Subdistricts, at the time any building or structure is erected or structurally altered, parking spaces shall be provided in accordance with the following requirements:

- **Assisted Living Facility or Congregate Care Facility:** 1.1 parking spaces per dwelling unit.
- **Automobile Oil Change and Similar Establishments:** One parking space per service bay plus one parking space per maximum number of employees on a shift. The stacking requirements shall be 3 stacking spaces per bay.
- **Dwellings, Townhomes:** Two spaces for each unit. Townhome units with one-car garages shall be permitted to satisfy this requirement through tandem parking spaces by providing one covered space and one space located directly adjacent to the garage, provided the tandem parking spaces have minimum dimensions of nine feet by twenty feet. Townhome units with two-car garages shall provide two covered spaces, located behind the building line, and two maneuvering spaces for each unit.
- **Dwellings, Multifamily:** One and one-half spaces for one bedroom units, plus one-half additional space for each additional bedroom. The required number of spaces shall be no less than 1.8 spaces per dwelling unit overall. Covered or enclosed parking shall not be required for Multifamily Dwellings except as specified in other sections of this ordinance. Where provided, covered or enclosed parking shall be counted to satisfy the minimum off-street parking requirements. Covered or enclosed parking may be a part of the dwelling structures or an accessory building. Tandem parking spaces shall be permitted to satisfy parking requirement provided they are located in front of a garage and have minimum dimensions of nine feet by twenty feet.
- **Gasoline Station:** Minimum of three spaces for employees. Adequate space shall be provided for waiting, stacking, and maneuvering automobiles for refueling. A convenient store portion of a gas station shall be parked at a ratio of one parking space per 250 square feet of gross floor area.
- **Mail Kiosks.** Mail Kiosks shall have a minimum of five of the required parking spaces for the development within 50 feet, unless a drive-through facility is provided.

- **Medical or Dental Office:** One space per 250 square feet of floor area. Facilities over 20,000 square feet shall use the parking standards set forth for hospitals.
- **Retail Store or Personal Service Establishment, Except as Otherwise Specified Herein:** One space per 250 square feet of gross floor area.
- **Restaurant, Cafe or Similar Dining Establishment:** One parking space for each 100 square feet of gross floor area.

6.4 DETENTION PONDS

Detention Ponds located adjacent to Preston Road or at other high visibility locations as generally depicted on Exhibit D, shall be treated as open space amenities and landscaped as such. If there are no prohibitive regulatory permitting issues or design constraints, these ponds will be constructed to maintain a constant normal pool elevation. The Town's engineering department shall review and confirm any design constraints that would preclude the pond from maintain a constant pool elevation. Detention ponds located in less visible locations shall be fully vegetated with turfgrass and designed to drain completely and allow ease of maintenance. All visible outfall structures shall be faced with stone.

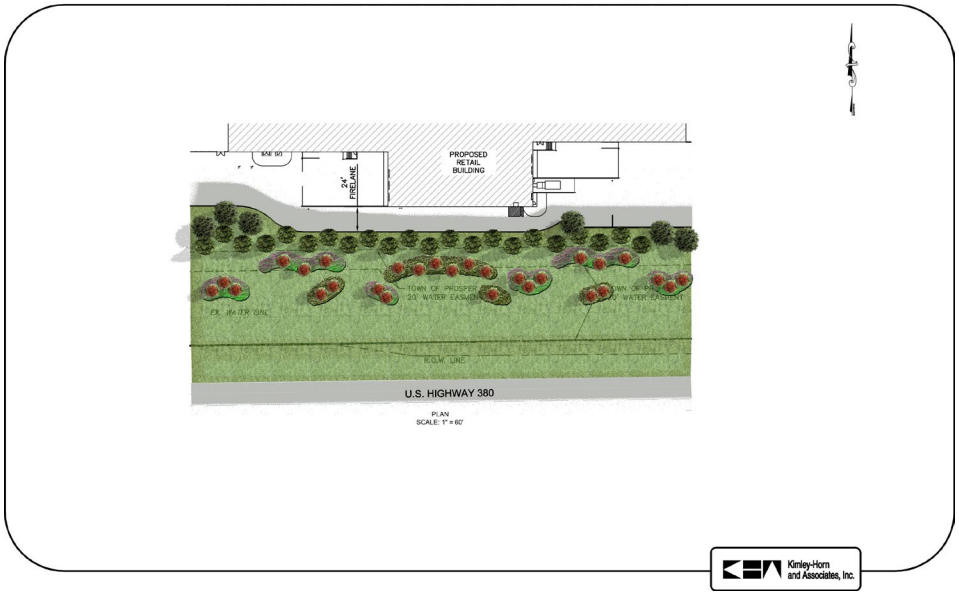
6.5 LANDSCAPING

6.5.1 General. All required landscape areas shall comply with the specific standards contained in the Town of Prosper Zoning Ordinance except as noted herein.

6.5.2 Landscape Area Requirements. The below standards shall be applied consistent with the land uses specified below.

a. Non-Residential and Mixed Use. These standards apply to Non-Residential and Mixed-Use land uses.

1. All retail buildings which back to US 380 shall be screened with the planting of a double row of evergreen trees such as eastern red cedars or other similar tree that will provide a continuous screen. The evergreen trees used for the screen shall be a minimum of 8 foot tall at the time of planting. There will also be additional berming and planting of smaller shrubs and trees within the water line easements along Highway 380 to the extent allowed by the Town.



2. Where on-street parking is provided, a minimum six-foot wide buffer yard shall be established in the right-of-way. The area shall be located adjacent to the curb and be planted with street trees located a minimum distance of four feet from the back of curb, with an average spacing no greater than 50 feet on center. All trees shall be a minimum of four caliper inches when planted. Due to the location of the street trees, root barriers shall be provided. The area shall also provide space for street furniture such as seating, street lighting, waste receptacles, fire hydrants, traffic signs, newspaper vending boxes, bus stops, bicycle racks, and public utilities. The placement of any items in the public right-of-way is subject to the approval of the Town's staff. If approved by the Town, a sidewalk with tree wells may abut the curb in lieu of said criteria.

b. Multifamily. These standards apply to multifamily land uses.

1. Perimeter Requirements.

(a) Thoroughfares. A landscape area consisting of living trees, turf or other living ground cover and being at least an average of 25 feet in width measured from the property line interior to the property shall be provided adjacent to and outside of the right-of-way on Lovers Lane, Coleman Street, and Richland Boulevard. A maximum deviation of five feet of the minimum width of the landscape area is permitted, provided the minimum average width of 25 feet or 30 feet; respectively, is maintained. One Large Tree, four-inch caliper minimum per 30 lineal feet of roadway frontage shall be planted within the required landscape area. The trees may be planted in groups with appropriate spacing based on species. A minimum of 15 shrubs with a minimum size of five gallons each will be planted in the landscape area for each 30 lineal feet of frontage. Parking abutting the landscape area will be screened from the adjacent roadway. The required screening may be with shrubs or earthen berms.

(b) Collectors or Other Roadway. A landscape area consisting of living trees, turf or other living ground cover and being at least an average of 15 feet in width measured from the property line interior to the property shall be provided adjacent to all other collector streets, where on-street parking is not provided. A maximum deviation of three feet of the minimum width of the landscape area is permitted, provided the minimum average width of ten feet is maintained.

Where on-street parking is provided, a minimum six-foot wide buffer yard shall be established in the right-of-way. The area shall be located adjacent to the curb and be planted with street trees located a minimum distance of four feet from the back of curb, with an average spacing no greater than 50 feet on center. All trees shall be a minimum of three caliper inches when planted. Due to the location of the street trees, root barriers shall be provided. The area shall also provide space for street furniture such as seating, street lighting, waste receptacles, fire hydrants, traffic signs, newspaper vending boxes, bus stops, bicycle racks, and public utilities. If approved by the Town, a sidewalk with tree wells may abut the curb in lieu of said criteria.

2. Interior Parking. Any multifamily surface parking area shall provide interior landscaping as follows:

(a) Twenty square feet of landscaping for each parking space shall be provided within the paved boundaries of the parking lot area.

(b) All landscaped areas shall be protected by a raised 6-inch concrete curb. Pavement shall not be placed closer than four feet from the trunk of a tree unless a Town approved root barrier is utilized.

(c) Landscape islands shall be located at the terminus of all parking rows, and shall contain at least one Large Tree, four-inch caliper minimum, with no more than 12 parking spaces permitted in a continuous row without being interrupted by a landscaped island. The maximum number of continuous parking spaces may be expanded with approval by the Director of Development Services or his/her designee, in the event that required islands are grouped to form larger islands.

(d) Landscape islands shall be a minimum of 160 square feet, not less than nine feet wide and a length equal to the abutting space.

(e) There shall be at least one Large Tree, three-inch caliper minimum, within 150 feet of every parking space. This minimum distance may be expanded with approval by the Director of Development Services or his/her designee, in the event that required islands are grouped to form larger islands.

(f) Subject to approval by the Director of Development Services or his/her designee, landscape islands may be grouped to form one large island. Grouping for large islands is prohibited adjacent to public street frontage.

(g) These standards shall not apply to structured parking facilities.

3. Building Landscaping. Foundation plantings of a single row of shrubs are required along the front façade of all buildings adjacent to a public street.

4. Irrigation Requirements. Permanent irrigation shall be provided for all required landscaping as follows:

   (a) Irrigation lines shall be placed a minimum of two and one-half feet from a Town sidewalk or alley. Reduction of this requirement is subject to review and approval by the Town Engineer.

   (b) Trees and shrubs shall be irrigated by bubbler irrigation lines only. Other landscaping may be irrigated by spray irrigation. Separate valves shall be provided to turn off the spray irrigation line during periods of drought or water conservation.

   (c) Rain, freeze, and wind detectors shall be installed on all irrigation lines.

6.6 SIGNAGE

The developer will follow the Town's standard signage ordinance with the understanding it can create a special purpose sign district per Section 1.12 of the Town's sign ordinance for each development phase to meet the unique needs of the overall development.

6.7 PERMITTED USE MATRIX

RESIDENTIAL USES	SUBDISTRICT 1	2	3	4
Mobile and /or Manufactured Homes				
Model Home		●	●	●
Multifamily Dwelling (including loft, work/live units and studio apartments)		●		
Private Street Development (excluding MF)		S	S	S
Retirement Community Residential Development (RCRD Housing)		S	S	S
Single Family Dwelling, Attached (Townhome)		●	●	
Retirement Housing				12
Single Family Dwelling, Detached			●	●
Two Family Dwelling (Duplex)				

ACCESSORY & INCIDENTAL USES	SUBDISTRICT 1	2	3	4
Accessory Building	●	●	●	●
Caretaker's/Guard's Residence				
Construction Yard and Field Office, Temporary	*TEMPORARY BUILDING PERMIT ISSUED BY BUILDING OFFICIAL*			
Electronic security facilities including gatehouse and control counter		●	●	●
Garage Apartment (not to be rented)				●
Guest House (see conditions in Zoning Ordinance; over .5 acre lot)				●
Homebuilder Marketing Center	1	1	1	1
Home Occupation		2	2	2

ACCESSORY & INCIDENTAL USES (continued)	SUBDISTRICT 1	2	3	4
Mail Kiosk		●	●	●
Mobile Food Vendor				
Retail/Service Incidental Use	●	●	●	●
Storage Facilities and uses (incidental to primary use)	●	●		
Temporary Building – see conditions in Town Zoning Ord. (Section 2.0)	S	S	S	S

EDUCATIONAL, INSTITUTIONAL, PUBLIC AND SPECIAL USES	SUBDISTRICT 1	2	3	4
Airport/Heliport				
Assisted Care or Living Facility, including Memory Care		S	S	
Athletic Stadium or Field, Private		3	3	3
Athletic Stadium or Field, Public		●	●	●
Cemetery or Mausoleum				
Civic/Convention Center	●	●	●	
College, University, Trade, or Private Boarding School	●	●	●	
Community Center	●	●	●	●
Farm, Ranch, Stable, Garden, or Orchard				●
Fraternal Organization, Lodge, Civic Club, Fraternity, or Sorority		●	●	
Helistop		S	S	
Rehabilitation Care Institution		14	14	
Hospital		●	●	
Household Care Facility		S	S	●
House of Worship	●	●	●	●
Municipal Uses Operated by the Town of Prosper	●	●	●	●
Museum/Art Gallery	●	●	●	
Open Storage – see conditions in Town Zoning Ord.	●	●		
Park or Playground	●	●	●	●
Private Recreation Center	●	●	●	●
Public Recreation Facilities	●	●	●	●
Rehabilitation Care Facility				
Rehabilitation Care Institution				
School, Public	●	●	●	●
School, Private or Parochial	●	●	●	S

TRANSPORTATION, UTILITY AND COMMUNICATIONS USES	SUBDISTRICT 1	2	3	4
Antenna and/or Antenna Support Structure, Non-Commercial		4	4	4
Antenna and/or Antenna Support Structure, Commercial				
Stealth Antenna, Commercial	5	5	5	
Bus Terminal		S	S	
Carting or Express Hauling				
Electric Power Generating Plant				

TRANSPORTATION, UTILITY AND COMMUNICATIONS USES (continued)	SUBDISTRICT 1	2	3	4
Landfill				
Office and Storage Area for Public/Private Utility				
Private Utility, Other Than Listed	●	●	●	●
Radio and Television Studios and Broadcasting Facilities				
School District Bus Yard	6	6	6	
Sewage Treatment Plant/Pumping Station	S	S	S	S
Telephone Exchange	●	●	●	S
Transit Center		S	S	
Utility Distribution/Transmission Facility	S	S	S	S
Water Treatment Plant	S	S	S	S

OFFICE AND PROFESSIONAL USES	SUBDISTRICT 1	2	3	4
Administrative, Medical, or Professional Office	●	●	●	18
Corporate Campus		●	●	
Governmental Office	●	●	●	18
Insurance Office	●	●	●	18
Multi-Tenant Office Building	●	●	●	18
Research and Development Center –see conditions in Town Zoning Ord.	S	S	S	18, S

RETAIL USES	SUBDISTRICT 1	2	3	4
Antique Shop and Used Furniture	●	●	●	18, S
Alcohol Sales (Must comply with all the conditional standards in the zoning ordinance as it exists, or may be amended.)	●	●	●	18
Building Material and Hardware Sales, Major	●	S		
Building Material and Hardware Sales, Minor	●	●	●	18, S
Convenience Store with Gas Pumps	10	10	10	
Convenience Store without Gas Pumps	●	●	●	
Equipment and Machinery Sales and Rental, Major				
Equipment and Machinery Sales and Rental, Minor	●	●	●	18, S
Farmer's Market	S	S	S	18, S
Feed Store				
Flea Market, Inside				
Flea Market, Outside				
Furniture, Home Furnishings and Appliance Store	●	●	●	18
Gas Pump as Accessory Use	13	13		
Nursery, Major	S	S		
Nursery, Minor	●	●	●	18
Pawn Shop				
Retail Stores and Shops	●	●	●	18

SERVICE USES	SUBDISTRICT 1	2	3	4
Artisan's Workshop		●	●	18
Bank, Savings and Loan, or Credit Union	●	●	●	18
Beauty Salon/Barber Shop	●	●	●	18
Bed and Breakfast Inn				S
Body Art Studio				
Business Service	●	●	●	
Cabinet/Upholstery Shop	●	●	●	18
Campground or Recreational Vehicle Park				
Catering Establishments	●	●	●	
Commercial Amusement, Indoor	●	●	●	
Commercial Amusement, Outdoor	S	S	S	
Computer Sales and Repairs	●	●	●	18
Contractor's Shop and/or Storage Yard				
Dance Hall	S	S		
Day Care Center, Adult		S	S	S
Day Care Center, Child	7	7	7	7
Day Care Center, In-Home		8	8	8
Day Care Center, Incidental	S	S	S	S
Dinner Theater	●	●	●	
Dry Cleaning, Minor	●	●	●	18
Fairgrounds/Exhibition Area		S	S	
Fortune Teller/Psychic				
Furniture Restoration			S	
Golf Course and/or Country Club	S	S	S	
Gunsmith				
Gymnastics/Dance Studio	●	●	●	18
Health/Fitness Center	●	●	●	18
Hotel – see conditions in Town Zoning Ord.,	17	●	●	
Household Appliance Service and Repair	●	●	●	
Indoor Gun Range	9	9	9	
Landscaping Service				
Laundromat	●	●	●	
Locksmith/Security System Company	●	●	●	
Massage Therapy, Licensed	●	●	●	
Massage Therapy, Unlicensed				
Medical and Health Care Facilities/Clinics	●	●	●	
Messenger/Courier and Telegraph Services	●	●	●	
Mortuary/Funeral Parlor	S	S	S	
Motel				
Pest Control/Exterminating Shops	●	●		
Pet Day Care – see conditions in Town Zoning Ord.	●	●	●	
Print Shop, Minor	●	●	●	18

SERVICE USES (continued)	SUBDISTRICT 1	2	3	4
Private Club	S	S	S	
Residence Hotel – See conditions in Town Zoning Ord.	●	●		
Restaurant or Cafeteria	●	●	●	18
Restaurant, Drive Through	16	16	16	
Sexually Oriented Uses				
Small Engine Repair Shop				
Stable, Commercial				
Taxidermist				
Theater, Drive In				
Theater, Neighborhood	●	●	●	18
Theater, Regional	●	●		
Trailer Rental				
Veterinarian Clinic and/or Kennel, Indoor	●	●	●	18
Veterinarian Clinic and/or Kennel, Outdoor				

AUTOMOBILE AND RELATED USES	SUBDISTRICT 1	2	3	4
Auto Parts Sales, Inside	●	●	●	
Auto Parts Sales, Outside				
Automobile Parking Lot/Garage	●	●	●	
Automobile Paid Parking Lot/Garage	●	●	●	
Automobile Repair, Minor	●		●	
Automobile Sales / Leasing, New	11	11	11	
Automobile Sales, Used				
Automobile Storage				
Car Wash	●	S	S	
Car Wash, Self-Serve				
Motorcycle Sales/Service	S	S	S	
Recreational Vehicle/Truck Parking Lot or Garage				
Recreational Vehicle Sales and Service, New/Used	9	9	9	
Salvage Yard				
Truck/Bus Repair				
Truck Sales, Heavy Trucks				
Truck Terminal				

WHOLESALE USES	SUBDISTRICT 1	2	3	4
Apparel Distribution Center			15	
Bottling Works			15	
Clothing, Footwear and Textile Center			15	
Food Product Distribution Center			15	
Mini-Warehouse/Public Storage			S	
Office/Showroom			15	

WHOLESALE USES (continued)	SUBDISTRICT 1	2	3	4
Office/Warehouse/Distribution Center			15	
Storage or Wholesale Warehouse			15	
Winery			S	

MANUFACTURING AND INDUSTRIAL USES	SUBDISTRICT 1	2	3	4
Bakery (Commercial)				
Concrete/Asphalt Batching Plant, Permanent				
Concrete/Asphalt Batching Plant, Temporary	*TEMPORARY BUILDING PERMIT ISSUED BY BUILDING OFFICIAL*			
General Manufacturing/Industrial Use Complying with Performance Standards			15	
Limited Assembly and Manufacturing Use Complying with Performance Standards			15	
Machine Shop				
Mineral Extraction				
Miscellaneous Hazardous Industrial Uses				
Portable Building Sales			S	
Recycling Collection Point			15	
Recycling Center			S	
Recycling Plant				
Trailer/Mobile Home Display and Sales				

LEGEND	
●	Use permitted in district indicated
	Use prohibited in district indicated
S	Use is permitted in district upon approval of a specific use permit
1	Use is permitted in the Subdistrict indicated in accordance with the conditional development standards or limitations in the corresponding numeric end note in Section 6.7.1 of this Ordinance.

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6.7.1 Conditional Development Standards.

1. Homebuilder Marketing Center. Shall be used only to market homes/lots in the development where it is located when located in a residential zoning district. The use must be removed when all homes/lots in the development have been sold.

2. Home Occupation. A home occupation is a business that is customarily carried on in a home by the resident and shall adhere to all of the following conditions and requirements:

   (a) No signage associated with the home occupation and visible from outside of the dwelling shall be allowed on the premises.

   (b) Only two employees other than the occupants of the residence may be employed on-site at any one time. This shall not include the coordination or supervision of employees who do not regularly visit the house for purposes related to the business.

   (c) Hours of operation shall be limited to 8:00 a.m. to 8:00 p.m. for outdoor activities.

   (d) Outdoor activities are not allowed, unless the activities are screened from neighboring property and public rights-of-way.

   (e) No exterior storage of material, equipment, vehicles, and/or supplies used in conjunction with the home occupation.

   (f) The home occupation shall not produce offensive noises, vibrations, smoke, dust, odors, heat or glare beyond the property lines.

   (g) A home occupation shall not serve as an office or storage facility for a vehicle fleet operation in which fleet vehicles visit the site.

   (h) No major alterations to the property or exterior of the dwelling unit shall be allowed that changes the residential character of the home.

   (i) No repair or servicing of vehicles, internal combustion engines, large equipment or large appliances shall be allowed.

   (j) No storage of hazardous materials for business purposes shall be allowed on the premises.

   (k) Merchandise shall not be offered or displayed for sale on the premises. Sales incidental to a service shall be allowed; and orders previously made by telephone or at a sales party may be filled on the premises.

   (l) No traffic shall be generated by a home occupation in greater volumes than normally expected in a residential neighborhood, and any need for parking must be accommodated within the off-street parking provided for the residence (i.e. the driveway or garage) and along the street frontage of the lot.

   Homeowners/occupants who establish an occupation in their residence must adhere to all of the above conditions.

3. Athletic Stadium or Field, Private. Only permitted by Specific Use Permit when developed in conjunction with a School, Private or Parochial.

4. Antenna, Non-Commercial.

   (a) Satellite Dishes and Wireless Broadband Antennas

      (1) In Subdistrict 4 (Single Family Detached), satellite dishes and wireless broadband antennas are permitted only on the back half of a residential structure or in the back yard of a residential lot unless a signal cannot be received in these areas. Should a satellite dish or wireless broadband antenna be placed somewhere other than on the back half of a residential structure or in the back yard of a residential lot, it shall be limited to not more than two feet in diameter. Only three satellite dishes and/or wireless broadband antennas shall be permitted per lot or primary structure. One of the three satellite dishes and/or wireless broadband antennas on a residential structure and/or lot may be up to 12 feet in diameter. The other two satellite dishes and/or wireless broadband antennas shall not exceed two feet in diameter.

      (2) In Subdistricts 2 and 3 (Townhome and Multifamily), satellite dishes and wireless broadband antennas are permitted only on the back half of a residential structure or in the back yard of a residential lot unless a signal cannot be received in these areas. Should a satellite dish or wireless broadband antenna be placed somewhere other than on the back half of a residential structure or in the back yard of a residential lot, it shall be limited to not more than two feet in diameter. Only three satellite dishes and/or wireless broadband antennas shall be permitted per residential unit. One of the three satellite dishes and/or wireless broadband antennas on a residential unit may be up to 12 feet in diameter. The other two satellite dishes and/or wireless broadband antennas shall not exceed two feet in diameter.

   (b) Non-commercial antennas shall not interfere with radio or television reception of adjoining property owners, and shall comply with all regulations of the Federal Communications Commission (FCC). In no case shall the height of such antennas exceed 45 feet and proper guy wire securement shall be followed. In no manner shall the use of such equipment infringe upon adjoining property owners. Roof mounted satellite dishes in excess of 50 pounds shall be approved by a registered architect or professional engineer by written letter to the building official, prior to installation, stating the antenna's stability and support and shall not extend more than six feet above the first story.

5. Antenna, Stealth. Stealth antennas are permitted by right in the residential land uses within a Subdistrict only as a secondary use when the primary use on the lot is a church, school, athletic stadium or field, or public utility structure. Stealth antennas are permitted by right in the non-residential districts. The Director of Development Services, or his/her designee, may approve a request to install a stealth antenna when the proposed stealth antenna is of a type that is specifically listed in the definition of Antenna, Stealth in Chapter 2, Section 1.2 of the Prosper Zoning Ordinance (Ordinance 05-20). For stealth antenna requests of a type that are not specifically listed in this definition, the Town Council may determine if a proposed commercial

antenna is a stealth antenna or not when considering site plan approval for the proposal.

6. School District Bus Yard. A School District Bus Yard shall be owned and/or operated by a public Independent School District. Unless otherwise approved by the Planning & Zoning Commission, School District Bus Yards shall be screened using one of the following methods:

   (a) Option 1

      (1) A six (6) foot ornamental metal fence,

      (2) Three (3) inch caliper evergreen trees on twenty (20) foot centers, and

      (3) Five (5) gallon evergreen shrubs on three (3) foot centers.

   (b) Option 2

      (1) A six (6) foot clay-fired brick wall, and

      (2) Three (3) inch caliper evergreen trees on twenty (20) foot centers.

7. Day Care Center, Child. Notwithstanding anything to the contrary herein, a public independent school district is not required to obtain a SUP for the operation of a Day Care Center, Child in a public school. A Day Care Center, Child not operated by a public independent school district is permitted by SUP in all Subdistricts.

8. Day Care Center, In-Home. Permitted by right as a home occupation in the designated Subdistricts and is subject to the regulations of Home Occupation.

9. Shall be permitted by right when serving as a complementary use to a primary use. Shall not be subject to the limitations of a maximum of 15% of a main use. Other similar uses not specifically defined may also be permitted. Primary use sales/services may only be allowed by S.U.P.

10. Limited to one at each of the following intersections: Lover's Lane at Preston, First Street at Preston, and Lover's Lane at Coleman Street.

11. Shall be limited to high-end or specialty automobile sales and shall have limited out door model displays. A maximum of two rows of display parking (one drive) is allowed along any street frontage. The use shall only be allowed if permitted by SUP.

12. Only allowed in Subdistrict 4 as detached units.

13. Gas Pumps as Accessory Use – Accessory gas pumps are only allowed as an accessory use to a big box tenant and are subject to the following development standards.

    a. Accessory gas pumps must be located on the same lot as a big box tenant.
    b. A sales kiosk servicing the accessory gas pumps shall be less than five hundred (500) square-feet in floor area.
    c. Accessory gas pumps shall be located at least two hundred and fifty (250) feet from a property line of a residential lot.

1. For the purposes of this section, a residential lot means a lot on which a residential use is located, a lot zoned residential, or a lot designated as residential on the Future Land Use Plan.
2. Accessory gas pumps do not have to meet the spacing requirement if:
    i. A major thoroughfare separates the accessory gas pumps from the residential lot; or
    ii. The Future Land Use Plan designates a lot as residential, but Town Council subsequently rezones the property to a nonresidential zoning district and no residential use is located on the lot.

d. Canopies shall have pitched roofs.

e. Canopy support columns shall be fully encased with masonry materials that are complementary to that used on the main building.

f. The canopy band face shall be of a color consistent with the main structure or an accent color and may not be backlit or used as signage.

14. Requires a S.U.P. if located within 250 feet of single family detached zoning.
15. Uses only allowed west of railroad.
16. Limited to 3 locations on the east side of Preston and 3 locations on the west side of Preston and no more than 2 adjacent to each other. Additional drive-through restaurants are permitted subject to approval of a Specific Use Permit (SUP).
17. Subject to conditions in Town Zoning Ord., except as follows:
    a. Hotels in Subdistrict 1, as shown on Exhibit D, shall have a maximum height of eighty feet (80').
18. Use is permitted only within Commercial tract of this subdivision in addition to any other conditions listed.

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7.0 INFRASTRUCTURE DESIGN STANDARDS

7.1 GENERAL

Due to the unique and dynamic nature of Town Center Developments, there are a number of design elements that deviate from standard suburban design criteria. Therefore, it is understood that that alternate design criteria may be utilized in the layout and design of this Planned Development. The design criteria may include such elements as design speeds for streets, street and parking layouts, alternative street sections, storm drain inlets (e.g., grate inlets, slotted drains, etc.), alternative stormpipe materials (e.g., PVC, HDPE), utility locations, etc. Design criteria may be based on similar criteria utilized in similar development throughout the Dallas-Fort Worth Metroplex as previously referenced herein or as determined to be comparable developments. Such standards must be approved by the Town's Engineering Department.

8.0 DEFINITIONS

Adjacent. The condition of sharing a common dividing line (e.g., property line). For the purposes of this Ordinance, properties that are separated by a thoroughfare shall not be considered adjacent.

Apartment, loft. A dwelling unit consisting of a single room or a series or rooms, which is attached to but secondary to a main non-residential structure and is generally located above the first floor of the structure.

Apartment, studio. A dwelling unit which has, as an integral part of the unit, a work area generally associated with the creative arts and which may consist of a single room or series or rooms.

Big Box. Retail buildings over 80,000 square feet where the primary tenant occupies at least 80 percent of the building.

Catering Establishment. An establishment where food and drink are prepared, for immediate off premises consumption.

Commercial Land Use. Commercial Land Use shall include "Service Uses" and "Automobile and Related Uses" as listed in Section 6.5 of this Ordinance and similar uses.

Dinner Theater. A building or portion of a building used primarily for showing motion pictures or for dramatic, musical or live performance where food and drink are prepared and consumed on the premises during the event.

Dwelling Area. Dwelling Area shall mean the area between the floor and roof above it, as measured from the outside edge of the exterior walls of the main structure. The dwelling area calculation excludes basements, patios, decks, balconies, uncovered porches, and covered porches unenclosed on one or more sides.

EIFS. An acronym for Exterior Insulation and Finish System; a type of exterior cladding for building walls.

Flag Lot. A lot having access to a street by means of a parcel of land having a depth greater than its frontage, and having a width less than the minimum required lot width, but not less than twenty-five (25) feet. There shall be no maximum distance for the required width from the front property line.

Landscape Service. Professional service focused on the design and/or installation of landscaping in either a commercial or residential application. The service may include open storage of the materials and equipment used in the process of landscape installation.

Messenger / Courier Service. Premium service specializing in the personal delivery of messages, packages and mail.

Mixed Use Land Use. An integrated (either horizontal or vertical) mix of land uses within a tract of land or a building. For the purposes of this Planned Development, a Mixed Use Land Use shall include a minimum of two individual land uses (residential/non-residential; retail/multi-family; office/multi-family; etc.).

Multifamily, Urban Living. Attached dwelling units designed to be occupied by three or more families living independently of one another, exclusive of Hotels, Motels, or Residence Hotels. Urban Living Multifamily dwelling units are consistent with an urban-style dwelling unit and

intended to accommodate multifamily residential uses, including both for-sale and rental units. Parking can be either surface parking and/or structural parking.

Office Land Use. Office Land Use shall include "Office and Professional Uses" as listed in Section 6.6 of this Ordinance and similar uses.

Open Storage. The outside storage or exhibition of goods, materials, merchandise or equipment that is either for sale on the premises or is used in the normal course of doing business or conducting a business service.

Pest Control / Extermination Service. Service specializing in the regulation or management of pests perceived to be detrimental to a person's health, the ecology or the economy. The service may include open storage of the materials and equipment used in the process of performing the service.

Rehabilitation Care Institution. Subject to being licensed to operate by the Texas Department of Again and Disability Services (DADS), a facility which provides residence and care to ten (10) or more persons, regardless of legal relationship, who have demonstrated a tendency toward alcoholism, drug abuse, mental illness, or antisocial or criminal conduct together with supervisory personnel.

Retirement Housing. Any age restricted development which may be in any housing form, including detached and attached dwelling units, apartments, and residences, offering private and semiprivate rooms and designed to provide meals and nursing care.

Retail Land Use. Retail Land Use shall include "Retail Uses" as listed in Section 6.6 of this Ordinance and similar uses.

Security Facilities (including gatehouse and control counter). A freestanding structure which is part of a larger development that's primary function is to aid in monitoring and controlling incoming and outgoing vehicular traffic. The facility may be occupied by security personnel or it may only house electronic surveillance equipment.

Single Family Detached Residence. An independent structure occupying a single platted lot designed for occupancy by one family with no physical attachment to any adjacent structure.

Storage Facility. A freestanding or attached structure which is part of a larger commercial or residential development that's primary function is to store material or equipment necessary for the ongoing maintenance or upkeep of the development which it is associated with.

Townhome. A structure containing three to eight dwelling units with each unit designed for occupancy by one family and each unit attached to another by a common wall.

Work/Live Space. a space within a building that is used jointly for residential and/or commercial purposes, where the residential space is accessory to the primary use as a place of work.

EXHIBIT "E"
DEVELOPMENT SCHEDULE

DEVELOPMENT SCHEDULE

It is currently anticipated that the development of Gates of Prosper will begin within two to four years after approval and signing of the zoning ordinance. During this time period, prior to the initial stages of development, it is foreseen that plans and studies will be prepared for development and marketing of the property. The development schedule for the approximate 621 acres will be phased over the next 10 to 15 years and is primarily dependent on the marketability of the highest and best use of the land for the respective land tracts. Progress of development improvements will primarily depend on the time frames established for construction of thoroughfares, utilities, and market trends/demands for the area.

The development of non-residential uses within Subdistrict 1 and Subdistrict 2 will constitute the initial phases of development. The development of Urban Living Multifamily and townhome residential units in Subdistrict 2, and/or Subdistrict 3 shall not begin until a minimum combined total of 300,000 square feet of commercial/retail development has been issued tenant certificates of occupancy by the Town. The required commercial/retail development may include regional retail anchors, a town center mixed-use component, a major multi-purpose medical center with emergency care facilities, a mall, a hotel, or another major development anchor as determined by Town Council.

Incorporation of residential units into a mixed-use town center are not subject to the aforementioned preconditions as long as they are vertically integrated into the retail/commercial structures.

The development schedule is subject to change due to various factors beyond the control of the developer, such as housing market conditions, construction materials and labor availability, acts of nature, and other similar conditions.

EXHIBIT "F"
SUPPLEMENTAL DESIGN GUIDELINES

SUPPLEMENTAL DESIGN PRINCIPLES

The Town of Prosper is on the cusp of transforming itself from a prosperous farming community into a prosperous economic engine and enviable residential neighborhood. The vision for the "Gates of Prosper" is to be the gateway into Prosper's new future.

The architectural design principles for this development are intended to reinforce a uniform spirit and character throughout the development while promoting fresh and visionary diversity.

- Subdistricts have been carefully planned to maximize vehicular access to transportation arteries and pedestrian access to future transit systems.
- Subdistricts are designed and planned to create a special community that offers the opportunity to live, work, shop and recreate in an urban environment located in a suburban area.
- Each Subdistrict can have its own identity yet still create a sense of belonging through use of consistent iconic markers, streetscape designs, landscape forms, signage, lighting and architectural building standards. These elements should allow Subdistricts to transition seamlessly from one to the next.
- Public amenities including parks, trails, plazas, interactive areas and gateways are planned to serve as venues for recreation, entertainment and social interaction.
- Pedestrian ways should be memorable through their use of landscaping and lighting, and by incorporating shade, street furnishings and other sidewalk amenities.

SITE DESIGN

The entire site has been effectively designed for efficient land use, as a strong gateway into Prosper and as a quality environment that resonates a "sense of place". This design contributes to the overall identity which adds value to the project as well as the entire community. To promote these benefits the design has incorporated following features:

- Street design and streetscapes including boulevards connecting and traversing through the different subdistricts.
- Gateway icons that announce entry into and welcome residents and guests to the development. Wayfinding markers that give direction within the development and reinforce the quality of the development.
- Public areas that are accessible and provide for a variety of entertainment and recreational experiences.
- Subdistricts that allow for a crossover of uses while concentrating like uses for the convenience of residents and guests.

SUBDISTRICT DESIGN

- ***Subdistrict 1—Regional Retail.*** Subdistrict 1, as depicted on the Conceptual Development Plan (Exhibit D) shall serve the purpose of providing for the needs of the community by facilitating the development of regional-serving retail, personal service, and office uses.
- ***Subdistrict 2—Lifestyle Center.*** Subdistrict 2, as depicted on the Conceptual Development Plan (Exhibit D) shall serve the purpose of providing a compact, neighborhood and pedestrian scale mixture of office, retail, personal service, residential and community activities on single or contiguous building sites.
- ***Subdistrict 3—Downtown Center.*** Subdistrict 3, as depicted on the Conceptual Development Plan (Exhibit D) shall serve the purpose of providing an active living and working community benefiting from its proximity to the existing Town core and the adjacent Subdistricts.
- ***Subdistrict 4—Residential Neighborhood.*** Subdistrict 4, as depicted on the Conceptual Development Plan (Exhibit D) shall serve the purpose of providing a planned residential community to serve the needs of the Town and add a complimentary use to the overall development.

BUILDING DESIGN

Building design is only one element that contributes to the fabric of a community. Although building design can be the most effective means of translating the character, it has to work in concert with all other designed elements. It is not the intent of this section inhibit but give the freedom to achieve excellence in building design within the limits of a few design criteria.

BUILDING MASSING AND SCALE. A building's mass or scale is determined by its component parts, including the size of its footprint, its height, its proportions and its relationship to surrounding buildings. Individual characteristics of mass and scale include:

- ***Form:*** A buildings form should have a relationship to the proposed streetscape that contributes to a comfortable environment and pleasing pedestrian experience. Its form should also be in context with surrounding buildings.
- ***Shape:*** A buildings shape should incorporate variations in height, rooflines and wall planes and be expressive without seeming unnatural.
- ***Scale:*** The use may be a determining factor in the size of a building. Incorporating special design techniques can reduce the apparent scale of a structure, such as:
    a. Subdividing the façade of the building into top, bottom and middle components.
    b. Using overhangs and shadow lines to create a sense of depth.
    c. Changing building finishes or colors at logical breakpoints.
    d. Repeating patterns of windows, awnings, colonnades, porches, offsets or recesses.

BUILDING RHYTHM/ARTICULATION. All buildings, shall be designed to incorporate a form of architectural articulation as described in other sections of this document. Architectural articulation can be achieved in a variety of traditional and imaginative ways. The intent is to allow creative architectural notions but not be gregarious or draw unusual attention to their expression. This will allow for variety of design and identity within subdistricts while maintaining high standards for the overall development.

ARCHITECTURAL ELEMENTS. They are the unique details and component parts that together, form the architectural style of buildings. Architectural elements typically include compositions of forms and shapes, patterns of windows, doors, roofs and awnings but can also include compositions of materials, expressions of structure, notions of shade and respite, patterns of light and dark, placement of follies and fixtures, all of which must be combined in ways that reinforce the character and quality of the overall development.

FAÇADE TREATMENTS. Building façades, with their shapes, materials, colors, openings, textures, and details, shall be used to contribute to the architectural character of the development.

- All Retail except Major Anchor Retail shall have ground level storefront extending across a minimum of 50% of front façade length. Other uses shall have window treatments appropriate for their use.
- On secondary sides of retail buildings, windows do not need to be provided at ground level; however, buildings should avoid monotonous, uninterrupted walls by incorporating articulation standards as outlined in other sections of this document. A variety of offsets, recesses, etc. shall be used to add variety and interest to the building and eliminate long blank walls.
- Same or similar materials will be used on major as well as minor sides of the building to ensure a continuity of the building on all sides.

LIGHTING. Lighting is an important aspect of the development. Strategic placement of lighting will greatly enhance the overall ambiance of the development. Security lighting shall be installed per the codes and ordinances of the Town. Architectural lighting should be designed to enhance the buildings appearance. Exterior lighting such as street lamps, façade lighting, twinkle lights, up-lighting at key building elements and landscape features, etc., is allowed. All lighting shall meet the standards outlined in the Town's Zoning Ordinance as it currently exists or as amended there to.

PAD SITE BUILDINGS. Buildings on pad sites shall use similar materials and elements in order to visually identify with the rest of the project.

PUBLIC REALM DESIGN

The public realm exists at the intersections of the various aspects of community living. It consists of areas with unlimited and direct access and is centered upon the pedestrian experience. Streets, sidewalks, plazas and parks are all components of the public realm, and help create a pedestrian network. This network should be given priority over the street network (vehicle access) and provide visible connections to parking facilities, crossings and adjacent development while being of a size to accommodate pedestrian traffic patterns. Crossings shall be designed to minimize pedestrian traffic exposure to vehicle traffic.

The street network should provide connectivity as well as flexibility for future development and be able to accommodate a pedestrian network with appropriate shading from trees and built structures. Other streetscape elements such as benches, wayfinding devices, planting strips, receptacles for trash and recycling, water features and various art and performance media shall contribute to the pedestrian experience. This shall be in accordance with unified landscaping and streetscape plans.

Public parks and open spaces contribute not only to the pedestrian experience but also to the ecological value and appearance of the development. By providing space for recreation, they promote community and gathering and can enhance value for retail, restaurant and residential uses.

URBAN RESIDENTIAL DEVELOPMENT GUIDELINES

Residential units shall be located in a manner that will provide privacy for residents by one or several of the following:

- Provide a small landscaped front setback
- Raise or lower the finished ground level relative to the sidewalk level
- Allow for encroachment by stoops, stairs and porches within the area between the front façade and the property line

ARCHITECTURAL ELEMENTS

- Residential buildings shall have relatively little horizontal articulation and simple roofs, with most building wing articulations set at the rear of the structure. Window projections, stoops, porches, balconies and similar extensions are exempt from this standard.
- Gable roofs, if provided, shall have a minimum pitch of 9:12. The minimum pitch for hip roofs is 6:12. Other roof types shall be appropriate to the architectural style of the building.
- Architectural embellishments that add visual interest to the roof, such as dormers and masonry chimneys, may be provided.

PARKING. Where practicable, off-street parking shall be accessed via alleys along the side or rear property lines, thus eliminating driveways from the residential streetscape. However, off-street parking may also be accessed via other public/private streets along the front property line.

APPENDIX A—ZONING EXHIBIT & LEGAL DESCRIPTION

EXHIBIT "A"

PD-SUBDISTRICT 3
(DOWNTOWN CENTER)
111.81 GROSS ACRES
94.92 NET ACRES

PD-SUBDISTRICT 4
(RESIDENTIAL NEIGHBORHOOD)
71.43 GROSS ACRES
62.09 NET ACRES

PD-SUBDISTRICT 1
(REGIONAL RETAIL)
46.82 GROSS ACRES
37.58 NET ACRES

PD-SUBDISTRICT 2
(LIFESTYLE CENTER)
146.49 GROSS ACRES
129.43 NET ACRES

PD-SUBDISTRICT 1
(REGIONAL RETAIL).
244.38 GROSS ACRES
197.21 NET ACRES

THE MAHARD 2003 PARTNERSHIP, L.P. VOL. 5652 PG. 4191 L.R.C.C.T. F.L.U.P. TOLLWAY DISTRICT CURRENT USE AGRICULTURAL ZONED SF-15

F.L.U.P. TOLLWAY DISTRICT CURRENT USE AGRICULTURAL ZONED SF-15 JERRY HANSEL C.C.C.F.# 92-0032392 L.R.C.C.T.

F.L.U.P. TOLLWAY DISTRICT TOLLWAY PD-3 MIXED USE CURRENT USE - AGRICULTURAL

183 LAND CORPORATION C.C.F.# 97-0005168 L.R.C.C.T.

182.724 ACRES GODWIN INVESTMENTS, LTD. VOL. 5951, PG. 1651 L.R.C.C.T.

EXISTING ZONING - COMMERCIAL COMMERCIAL CORRIDOR F.L.U.P. - TOLLWAY DISTRICT EXISTING USE - VACANT

182.724 ACRES GODWIN INVESTMENTS, LTD. VOL. 5951, PG. 1651 L.R.C.C.T.

EXISTING ZONING - COMMERCIAL COMMERCIAL CORRIDOR F.L.U.P. - TOLLWAY DISTRICT EXISTING USE - VACANT

PROSPER STATE BANK VOL. 684 PG. 178 DOC. 20080620000752430 L.R.C.C.T. EXISTING ZONING RETAIL F.L.U.P. - OLD TOWN CORE DIST. EXISTING USE - BANK/VACANT

DRAINAGE ESMT. DOC. 20101026001165120 O.P.R.C.C.T.

BROADWAY 78 INVESTORS, LTD. DOC. 2003-0164153 L.R.C.C.T. EXISTING ZONING COMMERCIAL F.L.U.P. - COMMERICAL/RETAIL EXISTING USE - VACANT

FIRST BAPTIST CHURCH OF PROSPER VOL. 1725 PG. 830 VOL. 1909 PG. 675 L.R.C.C.T. EXISTING ZONING SINGLE FAMILY F.L.U.P. - CIVIC / SCHOOL EXISTING USE - SCHOOL

SANITARY SEWER & ACCESS ESMT. VOL. 5022 PG. 765 L.R.C.C.T.

PROSPER I.S.D. VOL. 1723 PG. 868 L.R.C.C.T. EXISTING ZONING SINGLE FAMILY F.L.U.P. - CIVIC / SCHOOL EXISTING USE - SCHOOL

TXDOT DRAINAGE ESMT. TRACT 1 VOL. 630 PG. 1 D.R.C.C.T.

JOBE PROPERTIES, LTD. DOC. 20091009001250200 DOC. 20080908001082340 O.R.C.C.T. EXISTING ZONING RETAIL/COMMERCIAL F.L.U.P. - PRESTON CORRIDOR DIST. EXISTING USE - VACANT

JOBE PROPERTIES, LTD. VOL. 4705 PG. 3351 L.R.C.C.T. EXISTING ZONING - PD-2 RETAIL / COMMERCIAL / OFFICE SF-10 F.L.U.P. - LOW DENSITY RESIDENTIAL AND PRESTON CORRIDOR EXISTING USE - VACANT

TXDOT ESMT. TRACT 2 VOL. 630 PG. 1 D.R.C.C.T.

TXDOT ESMT. TRACT 3 PART 1 VOL. 630 PG. 1 D.R.C.C.T.

TXDOT ESMT. TRACT 3 PART 2 VOL. 626 PG. 567 O.R.C.C.T.

CITY OF IRVING WATERLINE ESMT. VOL. 4932 PG. 3627 L.R.C.C.T.

CITY OF IRVING WATERLINE ESMT. VOL. 4932 PG. 3627 L.R.C.C.T.

41.16 AC. CAROL TSAI, LP VOL. 4976 PG. 3953 L.R.C.C.T. EXISTING ZONING - RETAIL COMMERCIAL CORRIDOR F.L.U.P. - HWY 380 DISTRICT EXISTING USE - VACANT

WILLOW RIDGE PHASE ONE CAB. M PG. 624 M.R.C.C.T.

WILLOW RIDGE PHASE TWO CAB. P PG. 598 M.R.C.C.T.

WILLOW RIDGE PHASE FOUR A CAB. 2009 PG. 124 M.R.C.C.T.

COMMON AREA LOT 1X-R

1A-R

1B-R

FUTURE 4 LANE DIVIDED THOROUGHFARE

FUTURE 90' ROW

FUTURE 60' ROW

80' ROW

90' ROW

60'ROW

30'

FIRST STREET

SECOND STREET

MAHANNEY

CROCKETT

CHURCH

BUSINESS 289

COLEMAN STREET

CRAIG ROAD

JACKSON

PRESTON ROAD
STATE HIGHWAY 289

RICHAND DRIVE

PROPOSED LOVERS LANE

FUTURE LOVERS LANE

COLLIN COUNTY SCHOOL LAND SURVEY ABST. NO. 147

J. YARNALL SURVEY ABST. NO. 1038

B. RENISON SURVEY ABST. 755

BURLINGTON NORTHERN SANTA FE RAILROAD

SURVEY LINE

APPROX. LOCATION FEMA 100-YR FLOODPLAIN

POINT OF BEGINNING

SOUTHWEST CORNER OF JOHN YARNELL SURVEY, ABSTRACT NO. 1038, BEARS S 83°50' E, 161.7'

U.S. HIGHWAY 380

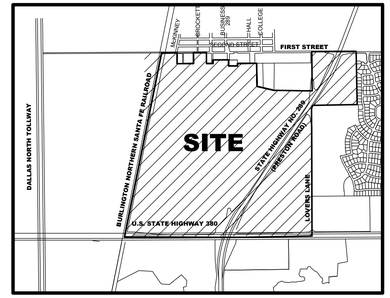
183 LAND CORPORATION C.C.F.# 97-0005168 L.R.C.C.T.

BLUE STAR AUSTIN INVESTMENTS PHASE 1 DOC. 20060919001346200 O.P.R.C.C.T.

PCCP ALBERTA FRISCO TEXAS, LLC DOC. 20070325004461840 O.P.R.C.C.T.

N89°37'06"E 509.94' S86°07'09"E 202.29' N89°38'54"E 454.44' S00°45'07"W 313.06' N89°38'54"E 377.25' N00°21'57"W 311.63' N89°29'33"E 481.12' S00°09'52"E 314.47' N89°41'07"E 455.63' N89°49'10"E 189.92' N00°09'58"W 104.29' S00°05'32"E 177.82' S89°56'58"E 257.38' N89°18'22"E 555.18' N02°09'39"E 71.99' S00°39'50"E 615.52' S89°06'24"E 1107.34' S76°42'56"E 185.47' S76°51'24"E 321.53' N89°31'34"E 1084.95' N89°30'30"E 205.11' N.55°50.00'W 289.97' N00°04'30"W 682.40' S01°02'13"E 1546.12' S89°20'50"W 899.18' S22°59'09"W 336.04' N54°01'34"W 401.88' S15°47'23"W 477.44' S54°19'15"E 408.23' S89°46'43"W 2671.91' S89°12'47"W 2794.95' 123.47' S89°15'40"E N11°27'15"E 2718.98' N00°10'50"W 2705.53'

LOCATION MAP
NOT TO SCALE



Note: The throroughfare alignment(s) shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of final plat.

Legend

R.P.R.D.C.T. = Real Property Records of Denton County, Texas
P.R.D.C.T. = Plat Records of Denton County, Texas
ROW = Right-of-Way
O.P.R.C.C.T. = Official Public Records of Collin County, Texas
L.R.C.C.T. = Land Records of Collin County, Texas
D.R.C.C.T. = Deed Records of Collin County, Texas
F.L.U.P. = Future Land Use Plan

N
W E
S

GRAPHIC SCALE IN FEET
300' 0 150' 300' 600'
1"=300' @ 24"X36"

EXHIBIT "A"
FOR ZONING CASE NO. Z21-0004
GATES OF PROSPER
BEING 621.07 ACRES OUT OF THE COLLIN COUNTY SCHOOL SURVEY, ABSTRACT NO. 147 B. RENISON SURVEY, ABSTRACT NO. 755 J. YARNALL SURVEY ABSTRACT NO. 1038 TOWN OF PROSPER, COLLIN COUNTY, TEXAS

Applicant:
Kimley-Horn and Associates, Inc.
106 West Louisiana Street
McKinney, TX 75069
Ph. 469-301-2590
Contact : Joe Riccardi

Owner:
380 & 289 LP
1 Cowboys Way
Frisco, TX 75034
Ph. 972-497-4367

Owner:
183 Land Corporation, Inc.
1 Cowboys Way
Frisco, TX 75034
Ph. 972-497-4367

Kimley»Horn
260 East Davis Street, Suite 100
McKinney, Texas 75069 FIRM # 10115500 Tel. No. (469)-201-2590

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 300'	RAB	RAK	Feb 2021	068109030	1 OF 2

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FILE NAME: K:\MKX_CIVIL\068109030\GATES OF PROSPER\CAD\EXHIBITS\20210212 - GATES ZONING EXHIBIT.DWG PLOTTED BY KORUS, RACHEL 7/31/2023 3:55 PM LAST SAVED 3/3/2021 8:53 AM

Property ID	Owner	Volume	Page	Doc. No.	Existing Zoning	Existing Land Use	Future Land Use
1	COSERV PROPERTY HOLDINGS LLC			20140812000856950	DTC	INDUSTRIAL	OLD TOWN CORE DISTRICT
2	PROSPER EDC			20181030001348020	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
3	PROSPER EDC				SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
4	PROSPER EDC				SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
5	RUTILIO & YOLANDA AGUILAR	5236	4438		SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
6	PROSPER EDC			20180504000548560	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
7	TOWN OF PROSPER			20170616000784290	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
8	TOWN OF PROSPER			20190119010003140	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
9	TOWN OF PROSPER			20170421000509890	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
10	RODOLFO SOTO			20151218001578610	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
11	ABE & TOMOKO MANSOORI			20121211001574800	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
12	DARIL R NIX REVOCABLE LVG TRUST	94-	0014368		SF-15	RESIDENTIAL	TOWN CENTER
13	FRANCISCO IBARRA	5848	4553		SF-15	RESIDENTIAL	TOWN CENTER
14	SAYDA HERNANDEZ	5982	2009		SF-15	RESIDENTIAL	TOWN CENTER
15	JOSE & ISIDRA GRANADOS	97-	0003293		SF-15	RESIDENTIAL	TOWN CENTER
16	JOSE & ISIDRA GRANADOS	97-	0003293		SF-15	RESIDENTIAL	TOWN CENTER
17	JOSE & MARIA E. GONZALEZ JOSE	1395	0333		SF-15	RESIDENTIAL	TOWN CENTER
18	FLAVIO IBARRA LOZANO	99-0132985	4531-2501		SF-15	RESIDENTIAL	TOWN CENTER
19	SAYDA HERNANDEZ			20070509000626600	SF-15	RESIDENTIAL	TOWN CENTER
20	BLUE STAR LAND LP			20140411000350200	SF-15	RESIDENTIAL	TOWN CENTER
21	SHRADER SANDRA OMOHUNDRO			20170925001280500	SF-15	RESIDENTIAL	TOWN CENTER
22	183 LAND CORPORATION INC	97-	0005168		SF-15	RESIDENTIAL	TOWN CENTER
23	FIRST PRESBYTERIAN CHURCH	14700102			SF-15	Church	TOWN CENTER
24	PRESBYTERIAN CHURCH				SF-15	Church	TOWN CENTER
25	VISION AND STRUCTURE LLC			20200903001480220	DTO	RESIDENTIAL	TOWN CENTER
26	BLISS PET RESORT LLC			20151230001621710	C	COMMERCIAL	TOWN CENTER
27	HOLLMAN HOLDING LLC			20190830001065010	SF-15	RESIDENTIAL	TOWN CENTER
28	MONTE & BARBARA KAUFFMAN	2904	892		SF-15	RESIDENTIAL	TOWN CENTER
29	FIRST BAPTIST CHURCH PROSPER	01-0130186	5023-3304		DTO	CHURCH	TOWN CENTER
30	ERNEST MAHARD, JR.				DTO	COMMERCIAL	TOWN CENTER
31	MAHARD EGG FARM INC				DTO	COMMERCIAL	TOWN CENTER
32	TOWN OF PROSPER			20070709000937360	RETAIL	COMMERCIAL	TOWN CENTER
33	GRIFFIN 4 HOLDINGS LLC			20170803001030760	DTO	RESIDENTIAL	TOWN CENTER
34	BLUE MONKEY PROPERTIES LLC			20171213001647850	SF15	RESIDENTIAL	TOWN CENTER

EXHIBIT A
LEGAL DESCRIPTION
621.07 ACRES

BEING of a tract of land out of the ED BRADLEY SURVEY, Abstract No. 86, the COLLIN COUNTY SCHOOL LAND SURVEY, Abstract No. 147, the B. RENISON SURVEY, Abstract No. 755 and the JOHN YARNELL SURVEY, Abstract No. 1038, in the Town of Prosper, Collin County, Texas, being all of the 16.496 acre Tract Five, all of the 125.92 acre Tract Six, being all of the 123.85 acre Tract Seven, all of the 10.068 acre Tract Eight, all of the 27.672 acre Tract Nine, all of the 99.96 acre Tract Ten recorded in Collin County Clerk's File No. 97-0005168 of the Land Records of Collin County, Texas and being part of the 157.13 acre tract of land described in deed to Blue Star Allen Land, L.P., recorded in Volume 6074, Page 2102 of the Deed Records of Collin County, Texas, being all of the 0.38 acre tract of land described in deed to Blue Star Land, Ltd. recorded in Document No. 20100809000819450 of the Official Public Records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a point for the intersection of the centerline of U.S. Highway 380 (variable width ROW) and the centerline of the Burlington Northern Railroad (100' ROW at this point);

THENCE with said centerline of the Burlington Northern Railroad, North 11°23'13" East, a distance of 2716.96 feet to a point for corner;

THENCE leaving the centerline of the Burlington Northern Railroad, the following courses and distances two wit:
South 89°15'40" West, a distance of 123.47 feet to a point for corner;
North 00°57'41" West, a distance of 2704.85 feet to a point in the centerline of First Street;

THENCE with the centerline of First Street, the following courses and distances to wit:
North 89°37'06" East, a distance of 509.94 feet to a point for corner;
South 86°07'09" East, a distance of 202.29 feet to a point for corner;
North 89°38'54" East, a distance of 454.43 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
South 00°45'07" West, a distance of 313.06 feet to a point for corner;
North 89°29'33" East, a distance of 481.12 feet to a point for corner;
North 00°21'57" West, a distance of 311.69 feet to a point for corner in the centerline of said First Street;

THENCE with the centerline of First Street, North 89°38'54" East, a distance of 377.25 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
South 00°06'52" East, a distance of 314.43 feet to a point for corner;
North 89°49'10" East, a distance of 189.92 feet to a point for corner;
North 00°09'58" West, a distance of 104.29 feet to a point for corner;
North 89°41'07" East, a distance of 455.63 feet to a point for corner in the centerline of Coleman Street;

THENCE with the centerline of said Coleman Street, South 00°05'32" East, a distance of 177.82 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
South 89°56'58" East, a distance of 257.38 feet to a point for corner;
North 02°09'39" East, a distance of 71.99 feet to a point for corner;
North 89°18'22" East, a distance of 555.18 feet to a point for corner;
South 00°58'50" East, a distance of 673.52 feet to a point for corner;
South 76°42'56" East, a distance of 185.47 feet to a point for corner;
South 76°51'24" East, a distance of 321.53 feet to a point for corner;
South 89°06'24" East, a distance of 1107.37 feet to a point for corner in the centerline of Craig Road;

THENCE with the centerline of said Craig Road, North 00°04'32" East, a distance of 842.40 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
North 89°30'30" East, a distance of 205.11 feet to a point for corner;
North 00°05'59" West, a distance of 299.98 feet to a point for corner in the centerline of said First Street;

THENCE with the centerline of First Street, North 89°31'34" East, a distance of 1084.95 feet to a point for corner;

THENCE leaving the centerline of said First Street, the following courses and distances to wit:
South 01°02'13" East, a distance of 1546.12 feet to a point for corner;
South 89°20'50" West, a distance of 899.18 feet to a point for corner;
South 32°50'09" West, a distance of 339.04 feet to a point for corner;
North 54°21'33" West, a distance of 401.98 feet to a point for corner in the east right-of-way line of Preston Road (State Highway 289 - variable width ROW);
THENCE with said east right-of-way line, South 33°37'47" West, a distance of 423.21 feet to a point for corner;

THENCE leaving said east right-of-way line, he following courses and distances to wit:
South 54°19'15" East, a distance of 408.23 feet to a point for corner;
South 00°03'08" East, a distance of 3183.53 feet to a point for corner in the centerline of said U.S. Highway 380;

THENCE with said centerline, the following courses and distances to wit:
South 89°12'47" West, a distance of 2794.95 feet to a point for corner;
South 89°46'43" West, a distance of 2671.91 feet to the **POINT OF BEGINNING** and containing 621.07 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

EXHIBIT "A"
FOR ZONING CASE NO. Z21-0004
GATES OF PROSPER
BEING 621.07 ACRES OUT OF THE COLLIN COUNTY SCHOOL SURVEY, ABSTRACT NO. 147 B. RENISON SURVEY, ABSTRACT NO. 755 J. YARNALL SURVEY ABSTRACT NO. 1038 TOWN OF PROSPER, COLLIN COUNTY, TEXAS

Applicant:
Kimley-Horn and Associates, Inc.
106 West Louisiana Street
McKinney, TX 75069
Ph. 469-301-2590
Contact : Joe Riccardi

Owner:
380 & 289 LP
1 Cowboys Way
Frisco, TX 75034
Ph. 972-497-4367

Owner:
183 Land Corporation, Inc.
1 Cowboys Way
Frisco, TX 75034
Ph. 972-497-4367

Kimley»Horn
260 East Davis Street, Suite 100
McKinney, Texas 75069
FIRM # 10115500
Tel. No. (469)-201-2590

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	RAB	RAK	Feb 2021	068109030	2 OF 2

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FILE NAME: K:\MKN_CIVIL\068109030\4-GATES OF PROSPER\CAD\EXHIBITS\20210212 - GATES ZONING EXHIBIT.DWG PLOTTED BY KORUS, RACHEL 7/31/2021 3:55 PM LAST SAVED 3/3/2021 8:55 AM

APPENDIX A-1—ZONING EXHIBIT & LEGAL DESCRIPTION

EXHIBIT "A-1"

BEING a tract of land situated in the Collin County School Land No. 12 Survey, Abstract No.147, the Ben Renison Survey, Abstract No. 755, and the John Yarnell Survey, Abstract No. 1038, the Town of Prosper, Collin County, Texas and being a portion of Block B, Lot 1 and Lot 2 of the Gates of Prosper, Phase 2, an addition to the Town of Prosper, according to the Conveyance Plat recorded in Volume 2020, Page 807 of the Plat Records of said county, same being a part of Tract 2, a called 4.448 acres tract described in a Warranty Deed to GOP #2 LLC, as recorded in Instrument No. 20190605000841620 of the Official Public Records of said county, a part of a called 157.1346 acres tract described in a Deed to 289 (Preston) & 380, LP, as recorded in 20121221001629970 and 20121221001629970 of said Official Public Records, a part of Tract Seven, a called 123.850 acres tract described in Deed to 289 (Preston) & 380 L.P., as recorded in Instrument No. 2019011800061180 of said Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set for the southerly, southeast corner of said Block b, Lot 2, same being at the intersection of the northwesterly right-of-way line of State Highway 289 (Preston Road) (variable width Right-of-way) with the northerly right-of-way line of University Drive (U. S. Highway 380) (variable width Right-of-way);

THENCE along the northerly right-of-way line of said University Drive (U. S. Highway 380) and the southerly line of said Lot 2, the following courses and distances:

South 89°12'09" West, a distance of 792.64 feet to a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set;

South 84°43'41" West, a distance of 92.74 feet to a 1/2 inch iron rod found for corner;

North 89°50'14" West, a distance of 430.49 feet to a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set for corner;

North 87°55'41" West, a distance of 42.02 feet to a point for corner;

THENCE North 00°00'00" East, departing the northerly right-of-way line of said University Drive (U. S. Highway 380), the southerly line of said Lot 2, crossing said Lot 2, a distance of 923.23 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 4°02'38", a radius of 850.00 feet, a chord bearing and distance of South 87°58'41" East, 59.98 feet;

THENCE in an easterly direction, continuing across said Lot 2, with said curve to the left, an arc distance of 59.99 feet to a point for corner;

THENCE North 90°00'00" East, continuing across said Lot 2, a distance of 747.44 feet to a point at the beginning of a tangent curve to the left having a central angle of 90°00'00", a radius of 650.00 feet, a chord bearing and distance of North 45°00'00" East, 919.24 feet;

THENCE in a northeasterly direction, continuing across said Lot 2, with said curve to the left, an arc distance of 1021.02 feet to a point for corner;

THENCE South 00°00'00" East, continuing across said Lot 2, a distance of 301.08 feet to a point for corner;

THENCE North 90°00'00" East, continuing across said Lot 2, passing the common line of said Lot 2 and aforesaid Block b, Lot 1, continuing across said Lot 1, a distance of 927.55 feet to a point for corner;

THENCE South 52°50'32" East, continuing across said Lot 1, a distance of 25.77 feet to a point for corner on the southeasterly line of said Lot 1 and the northwesterly right-of-way line of aforesaid State Highway 289 (Preston Road);

THENCE along the northwesterly right-of-way line of said U. S. Highway 289 (Preston Road), the southeasterly line of said Lot 1 and the southeasterly line of aforesaid Lot 2, the following courses and distances:

South 37°09'28" West, a distance of 358.47 feet to a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set;

South 44°07'24" West, a distance of 418.54 feet to a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set for corner;

North 60°08'40" West, a distance of 32.61 feet to a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set for corner;

North 16°37'20" West, a distance of 93.29 feet to a 5/8 inch iron rod found for corner;

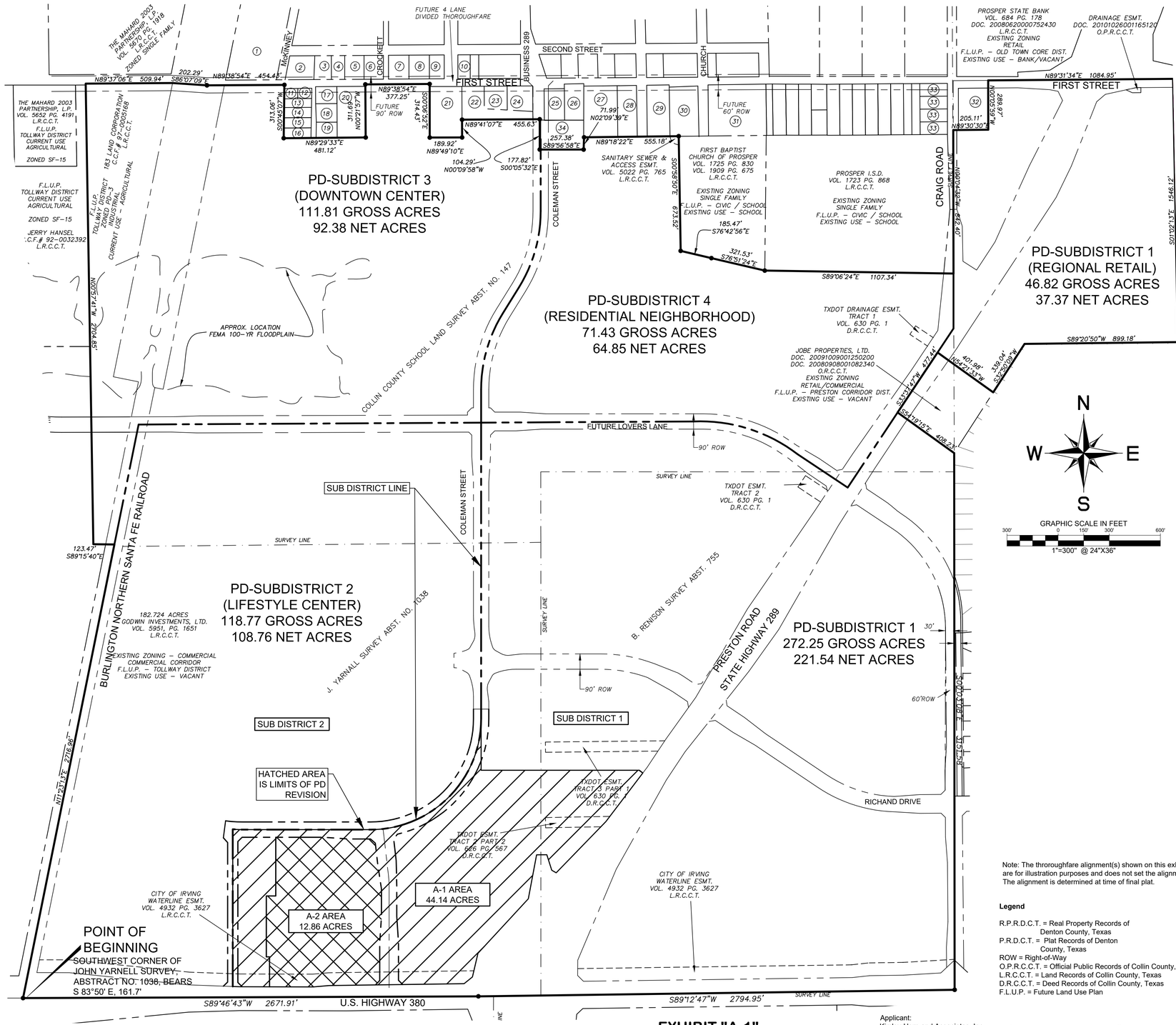
South 89°43'04" West, passing at a distance of 30.16 feet, a 1/2 inch iron rod found for the most westerly southwest corner of the aforementioned Tract Seven, continuing a total distance of 59.48 feet to a 5/8 inch iron rod found;

South 10°42'09" West, a distance of 261.71 feet to a TxDot aluminum disk found for corner;

South 42°38'30" West, a distance of 436.76 feet to a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set;

South 13°02'09" West, a distance of 142.64 feet to a TxDot aluminum disk found for corner;

South 51°12'09" West, a distance of 62.97 feet to the **POINT OF BEGINNING** and containing 44.137 acres (1,922,620 square feet) of land, more or less.



Note: The throroughfare alignment(s) shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of final plat.

Legend

R.P.R.D.C.T. = Real Property Records of Denton County, Texas
P.R.D.C.T. = Plat Records of Denton County, Texas
ROW = Right-of-Way
O.P.R.C.C.T. = Official Public Records of Collin County, Texas
L.R.C.C.T. = Land Records of Collin County, Texas
D.R.C.C.T. = Deed Records of Collin County, Texas
F.L.U.P. = Future Land Use Plan

EXHIBIT "A-1"
FOR ZONING CASE NO. Z21-0004
GATES OF PROSPER
BEING 44.14 ACRES OUT OF THE COLLIN COUNTY SCHOOL SURVEY, ABSTRACT NO. 147 B. RENISON SURVEY, ABSTRACT NO. 755 J. YARNALL SURVEY ABSTRACT NO. 1038 TOWN OF PROSPER, COLLIN COUNTY, TEXAS

Applicant:
Kimley-Horn and Associates, Inc.
260 East Davis St, Suite 100
McKinney, TX 75069
Ph. 469-301-2580
Contact : Joe Riccardi

Owner:
380 & 289 LP
1 Cowboys Way
Frisco, TX 75034
Ph. 972-497-4367

Owner:
183 Land Corporation, Inc.
1 Cowboys Way
Frisco, TX 75034
Ph. 972-497-4367

Kimley»Horn
260 EAST DAVIS ST, SUITE 100
McKinney, Texas 75069
FIRM # 10115500
Tel. No. (469)-301-2580

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 300'	RAB	RAK	Feb 2021	068109030	1 OF 2

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I:\NAME.K.MKN_CIVIL\068109030\GATES OF PROSPER\CAD\EXHIBITS\20210211 - GATES ZONING EXHIBIT A-1.DWG PLOTTED BY BECKLER, RACHEL 3/3/2021 8:55 AM LAST SAVED 3/3/2021 8:28 AM

Property ID	Owner	Volume	Page	Doc. No.	Existing Zoning	Existing Land Use	Future Land Use
1	COSERV PROPERTY HOLDINGS LLC			20140812000856950	DTC	INDUSTRIAL	OLD TOWN CORE DISTRICT
2	PROSPER EDC			20181030001348020	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
3	PROSPER EDC				SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
4	PROSPER EDC				SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
5	RUTILIO & YOLANDA AGUILAR	5236	4438		SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
6	PROSPER EDC			20180504000548560	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
7	TOWN OF PROSPER			20170616000784290	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
8	TOWN OF PROSPER			20190119010003140	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
9	TOWN OF PROSPER			20170421000509890	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
10	RODOLFO SOTO			20151218001578610	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
11	ABE & TOMOKO MANSOORI			20121211001574800	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
12	DARIL R NIX REVOCABLE LVG TRUST	94-	0014368		SF-15	RESIDENTIAL	TOWN CENTER
13	FRANCISCO IBARRA	5848	4553		SF-15	RESIDENTIAL	TOWN CENTER
14	SAYDA HERNANDEZ	5982	2009		SF-15	RESIDENTIAL	TOWN CENTER
15	JOSE & ISIDRA GRANADOS	97-	0003293		SF-15	RESIDENTIAL	TOWN CENTER
16	JOSE & ISIDRA GRANADOS	97-	0003293		SF-15	RESIDENTIAL	TOWN CENTER
17	JOSE & MARIA E. GONZALEZ JOSE	1395	0333		SF-15	RESIDENTIAL	TOWN CENTER
18	FLAVIO IBARRA LOZANO	99-0132985	4531-2501		SF-15	RESIDENTIAL	TOWN CENTER
19	SAYDA HERNANDEZ			20070509000626600	SF-15	RESIDENTIAL	TOWN CENTER
20	BLUE STAR LAND LP			20140411000350200	SF-15	RESIDENTIAL	TOWN CENTER
21	SHRADER SANDRA OMOHUNDRO			20170925001280500	SF-15	RESIDENTIAL	TOWN CENTER
22	183 LAND CORPORATION INC	97-	0005168		SF-15	RESIDENTIAL	TOWN CENTER
23	FIRST PRESBYTERIAN CHURCH	14700102			SF-15	Church	TOWN CENTER
24	PRESBYTERIAN CHURCH				SF-15	Church	TOWN CENTER
25	VISION AND STRUCTURE LLC			20200903001480220	DTO	RESIDENTIAL	TOWN CENTER
26	BLISS PET RESORT LLC			20151230001621710	C	COMMERCIAL	TOWN CENTER
27	HOLLMAN HOLDING LLC			20190830001065010	SF-15	RESIDENTIAL	TOWN CENTER
28	MONTE & BARBARA KAUFFMAN	2904	892		SF-15	RESIDENTIAL	TOWN CENTER
29	FIRST BAPTIST CHURCH PROSPER	01-0130186	5023-3304		DTO	CHURCH	TOWN CENTER
30	ERNEST MAHARD, JR.				DTO	COMMERCIAL	TOWN CENTER
31	MAHARD EGG FARM INC				DTO	COMMERCIAL	TOWN CENTER
32	TOWN OF PROSPER			20070709000937360	RETAIL	COMMERCIAL	TOWN CENTER
33	GRIFFIN 4 HOLDINGS LLC			20170803001030760	DTO	RESIDENTIAL	TOWN CENTER
34	BLUE MONKEY PROPERTIES LLC			20171213001647850	SF15	RESIDENTIAL	TOWN CENTER

BEING a tract of land situated in the Collin County School Land No. 12 Survey, Abstract No.147, the Ben Renison Survey, Abstract No. 755, and the John Yarnell Survey, Abstract No. 1038, the Town of Prosper, Collin County, Texas and being a portion of Block B, Lot 1 and Lot 2 of the Gates of Prosper, Phase 2, an addition to the Town of Prosper, according to the Conveyance Plat recorded in Volume 2020, Page 807 of the Plat Records of said county, same being a part of Tract 2, a called 4.448 acres tract described in a Warranty Deed to GOP #2 LLC, as recorded in Instrument No. 20190605000641620 of the Official Public Records of said county, a part of a called 157.1346 acres tract described in a Deed to 289 (Preston) & 380, LP, as recorded in 20121221001629970 and 20121221001629970 of said Official Public Records, a part of Tract Seven, a called 123.850 acres tract described in Deed to 289 (Preston) & 380 L.P., as recorded in Instrument No. 20190118000611180 of said Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set for the southerly, southeast corner of said Block b, Lot 2, same being at the intersection of the northwesterly right-of-way line of State Highway 289 (Preston Road) (variable width Right-of-way) with the northerly right-of-way line of University Drive (U. S. Highway 380) (variable width Right-of-way);

THENCE along the northerly right-of-way line of said University Drive (U. S. Highway 380) and the southerly line of said Lot 2, the following courses and distances:

South 89°12'09" West, a distance of 792.64 feet to a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set;

South 84°43'41" West, a distance of 92.74 feet to a 1/2 inch iron rod found for corner;

North 89°50'14" West, a distance of 430.49 feet to a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set for corner;

North 87°55'41" West, a distance of 42.02 feet to a point for corner;

THENCE North 00°00'00" East, departing the northerly right-of-way line of said University Drive (U. S. Highway 380), the southerly line of said Lot 2, crossing said Lot 2, a distance of 923.23 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 4°02'38", a radius of 850.00 feet, a chord bearing and distance of South 87°58'41" East, 59.98 feet;

THENCE in an easterly direction, continuing across said Lot 2, with said curve to the left, an arc distance of 59.99 feet to a point for corner;

THENCE North 90°00'00" East, continuing across said Lot 2, a distance of 747.44 feet to a point at the beginning of a tangent curve to the left having a central angle of 90°00'00", a radius of 650.00 feet, a chord bearing and distance of North 45°00'00" East, 919.24 feet;

THENCE in a northeasterly direction, continuing across said Lot 2, with said curve to the left, an arc distance of 1021.02 feet to a point for corner;

THENCE South 00°00'00" East, continuing across said Lot 2, a distance of 301.08 feet to a point for corner;

THENCE North 90°00'00" East, continuing across said Lot 2, passing the common line of said Lot 2 and aforesaid Block b, Lot 1, continuing across said Lot 1, a distance of 927.55 feet to a point for corner;

THENCE South 52°50'32" East, continuing across said Lot 1, a distance of 25.77 feet to a point for corner on the southeasterly line of said Lot 1 and the northwesterly right-of-way line of aforesaid State Highway 289 (Preston Road);

THENCE along the northwesterly right-of-way line of said U. S. Highway 289 (Preston Road), the southeasterly line of said Lot 1 and the southeasterly line of aforesaid Lot 2, the following courses and distances:

South 37°09'28" West, a distance of 358.47 feet to a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set;

South 44°07'24" West, a distance of 418.54 feet to a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set for corner;

North 60°08'40" West, a distance of 32.61 feet to a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set for corner;

North 16°37'20" West, a distance of 93.29 feet to a 5/8 inch iron rod found for corner;

South 89°43'04" West, passing at a distance of 30.16 feet, a 1/2 inch iron rod found for the most westerly southwest corner of the aforementioned Tract Seven, continuing a total distance of 59.48 feet to a 5/8 inch iron rod found;

South 10°42'09" West, a distance of 261.71 feet to a TxDot aluminum disk found for corner;

South 42°38'30" West, a distance of 436.76 feet to a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set;

South 13°02'09" West, a distance of 142.64 feet to a TxDot aluminum disk found for corner;

South 51°12'09" West, a distance of 62.97 feet to the **POINT OF BEGINNING** and containing 44.137 acres (1,922,620 square feet) of land, more or less.

EXHIBIT "A-1"
FOR ZONING CASE NO. Z21-0004
GATES OF PROSPER
BEING 44.14 ACRES OUT OF THE
COLLIN COUNTY SCHOOL SURVEY, ABSTRACT NO. 147
B. RENISON SURVEY, ABSTRACT NO. 755
J. YARNALL SURVEY ABSTRACT NO. 1038
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

Applicant:
Kimley-Horn and Associates, Inc.
260 East Davis St, Suite 100
McKinney, TX 75069
Ph. 469-301-2580
Contact : Joe Riccardi

Owner:
380 & 289 LP
1 Cowboys Way
Frisco, TX 75034
Ph. 972-497-4367

Owner:
183 Land Corporation, Inc.
1 Cowboys Way
Frisco, TX 75034
Ph. 972-497-4367

Kimley»Horn
260 EAST DAVIS ST, SUITE 100
McKinney, Texas 75069
FIRM # 10115500
Tel. No. (469)-301-2580

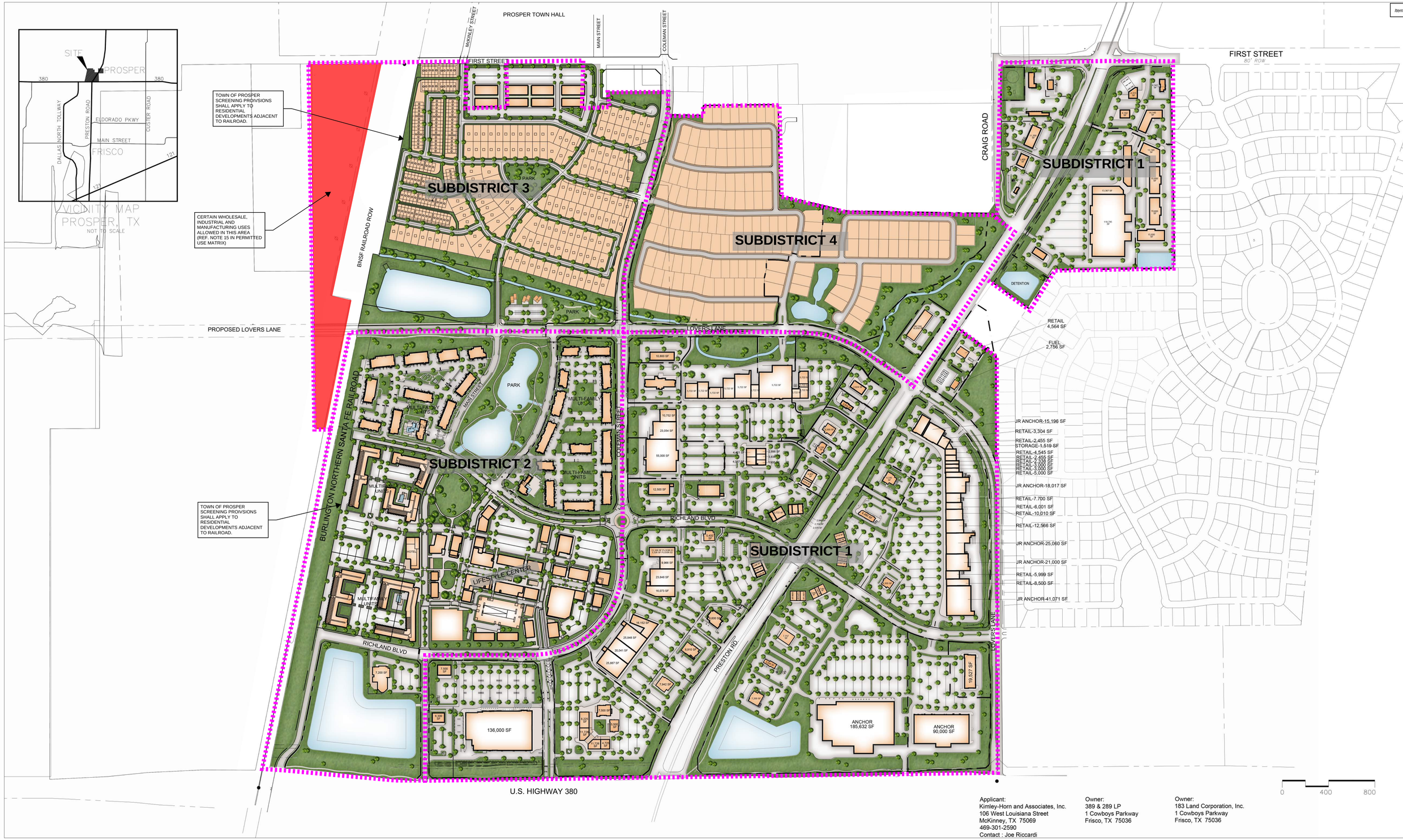
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	RAB	RAK	Feb 2021	068109030	2 OF 2

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I:\NAME-K\MISC_CIVIL\068109030\GATES OF PROSPER\CAD\EXHIBITS\2021\21 - GATES ZONING EXHIBIT A-1.DWG PLOTTED BY BECKLER, RACHEL 3/3/2021 8:16 AM LAST SAVED 3/1/2021 9:05 PM

APPENDIX B—CONCEPTUAL DEVELOPMENT PLAN

EXHIBIT "D"



Applicant:
Kimley-Horn and Associates, Inc.
106 West Louisiana Street
McKinney, TX 75069
469-301-2590
Contact : Joe Riccardi

Owner:
389 & 289 LP
1 Cowboys Parkway
Frisco, TX 75036

Owner:
183 Land Corporation, Inc.
1 Cowboys Parkway
Frisco, TX 75036

Gates of Prosper

Blue Star Land

Exhibit D

Date:07.02.25 Scale 1" = 300'

O'BRIEN

TOWN OF PROSPER
A Place Where Everyone Matters

PLANNING

To: **Mayor and Town Council**

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

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager

Re: **Development Agreement for the Gates of Prosper – Subdistricts 2 and 3**

Town Council Meeting – October 14, 2025

Strategic Visioning Priority: 2. Development of Downtown as Destination
3. Commercial Corridors are ready for Development

Agenda Item:
Consider and act upon authorizing the Town Manager to execute a Development Agreement between 289 (Preston) & 380, LP, 183 Land Corporation, GOP #3 LLC, and GOP Multifamily LLC and the Town of Prosper relative to Subdistricts 2 and 3 of the Gates of Prosper.

Description of Agenda Item:
On August 26, 2025, the Town Council approved the proposed amendment to Planned Development-67, the Gates of Prosper. A Development Agreement has been prepared accordingly.

The ordinance for this Planned Development (ZONE-24-0012) is also on the October 14, 2025, Town Council agenda for consideration.

Budget Impact:
There is no budgetary impact affiliated with this item.

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:
1. Development Agreement

Town Staff Recommendation:

Town Staff recommends that the Town Council authorize the Town Manager to execute a Development Agreement between 289 (Preston) & 380, LP, 183 Land Corporation, GOP #3 LLC, and GOP Multifamily LLC and the Town of Prosper relative to Subdistricts 2 and 3 of the Gates of Prosper.

Proposed Motion:

I move to authorize/not authorize the Town Manager to execute a Development Agreement between 289 (Preston) & 380, LP, 183 Land Corporation, GOP #3 LLC, and GOP Multifamily LLC and the Town of Prosper relative to Subdistricts 2 and 3 of the Gates of Prosper.

THE GATES OF PROSPER – SUBDISTRICTS 2 AND 3 DEVELOPMENT AGREEMENT

THIS GATES OF PROSPER - SUBDISTRICTS 2 AND 3 DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and 289 (Preston) & 380, LP, 183 Land Corporation, GOP #3 LLC, and GOP Multifamily LLC ("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 the Gates of Prosper – Subdistricts 2 and 3 ("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 August 26, 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. Police Storefront. Developer shall consider providing a reasonable storefront area within the Gates of Prosper development that shall be allocated for Prosper Police Department use only.

3. Maintenance of Landscape Areas. Developer agrees to maintain all Landscape Areas (including all vegetation) on the Property, as referenced and/or depicted in the applicable zoning ordinance, as amended, free of weeds, tall grass,

rubbish, brush and other objectionable, unsightly or unsanitary matter, as defined in Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended.

4. **Certain Business Establishments Prohibited**. Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property any of the following business establishments: (1) credit access businesses, as defined in Texas Finance Code § 393.601, as amended, including but not limited to payday lending businesses, "cash for title" lenders, and credit services businesses, as defined in Texas Finance Code § 393.001, as amended); (2) body art facilities; (3) smoke or vape shops; (4) any business entity that sells drug paraphernalia; (5) any business establishment offering gaming or slot machines; (6) sex shops, including but not limited to business entities whose primary purpose is the sale of lewd merchandise; (7) pawn shops; and (8) business entities which primarily utilize outdoor storage or displays.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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: 289 (Preston) & 380 L.P., 183 Land Corporation, GOP #3 LLC, and GOP Multifamily LLC
1 Cowboys Way
Frisco, TX 75063
Attention: Tom Walker, Assistant Treasurer

11. **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).

12. **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.

13. **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.

14. **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.

15. **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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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:

289 (PRESTON) & 380 L.P.,
183 LAND CORPORATION, GOP #3 LLC,
AND GOP MULTIFAMILY LLC

By: _____
Name: Tom Walker

Title: _____

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of _____, 2025, by Tom Walker on behalf of 289 (Preston) & 380 L.P., 183 Land Corporation, GOP #3, LLC, and GOP Multifamily, LLC., known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Developer.

_____
Notary Public, State of Texas
My Commission Expires:

_____

EXHIBIT A
(Property Description & Depiction)

Being Subdistricts 2 and 3 out of
LEGAL DESCRIPTION (Subdistricts 1, 2, 3 & 4)
621.07 ACRES

BEING of a tract of land out of the ED BRADLEY SURVEY, Abstract No. 86, the COLLIN COUNTY SCHOOL LAND SURVEY, Abstract No. 147, the B. RENISON SURVEY, Abstract No. 755 and the JOHN YARNELL SURVEY, Abstract No. 1038, in the Town of Prosper, Collin County, Texas, being all of the 16.496 acre Tract Five, all of the 125.92 acre Tract Six, being all of the 123.85 acre Tract Seven, all of the 10.068 acre Tract Eight, all of the 27.672 acre Tract Nine, all of the 99.96 acre Tract Ten recorded in Collin County Clerk's File No. 97-0005168 of the Land Records of Collin County, Texas and being part of the 157.13 acre tract of land described in deed to Blue Star Allen Land, L.P., recorded in Volume 6074, Page 2102 of the Deed Records of Collin County, Texas, Being all of the 0.38 acre tract of land described in deed to Blue Star Land, Ltd. Recorded in Document No. 20100809000819450 of the Official Public Records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a point for the intersection of the centerline of U.S. Highway 380 (variable width ROW)
and the centerline of the Burlington Northern Railroad (100' ROW at this point);

THENCE with said centerline of the Burlington Northern Railroad, North 11º23'13" East, a distance of 2716.96 feet to a point for corner;

THENCE leaving the centerline of the Burlington Northern Railroad, the following courses and distances
two wit:
South 89º15'40" West, a distance of 123.47 feet to a point for corner;
North 00º57'41" West, a distance of 2704.85 feet to a point in the centerline of First Street;

THENCE with the centerline of First Street, the following courses and distances to wit:
North 89º37'06" East, a distance of 509.94 feet to a point for corner;
South 86º07'09" East, a distance of 202.29 feet to a point for corner;
North 89º38'54" East, a distance of 454.43 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
South 00º45'07" West, a distance of 313.06 feet to a point for corner;
North 89º29'33" East, a distance of 481.12 feet to a point for corner;
North 00º21'57" West, a distance of 311.69 feet to a point for corner in the centerline of said First
Street;

THENCE with the centerline of First Street, North 89º38'54" East, a distance of 377.25 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
South 00º06’52” East, a distance of 314.43 feet to a point for corner;
North 89º49’10” East, a distance of 189.92 feet to a point for corner;
North 00º09’58” West, a distance of 104.29 feet to a point for corner;
North 89º41’07” East, a distance of 455.63 feet to a point for corner in the centerline of Coleman Street;

THENCE with the centerline of said Coleman Street, South 00º05’32” East, a distance of 177.82 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
South 89º56’58” East, a distance of 257.38 feet to a point for corner;
North 02º09’39” East, a distance of 71.99 feet to a point for corner;
North 89º18’22” East, a distance of 555.18 feet to a point for corner;
South 00º58’50” East, a distance of 673.52 feet to a point for corner;
South 76º42’56” East, a distance of 185.47 feet to a point for corner;
South 76º51’24” East, a distance of 321.53 feet to a point for corner;
South 89º06’24” East, a distance of 1107.37 feet to a point for corner in the centerline of Craig Road;

THENCE with the centerline of said Craig Road, North 00º04’32” East, a distance of 842.40 feet to a point for corner;

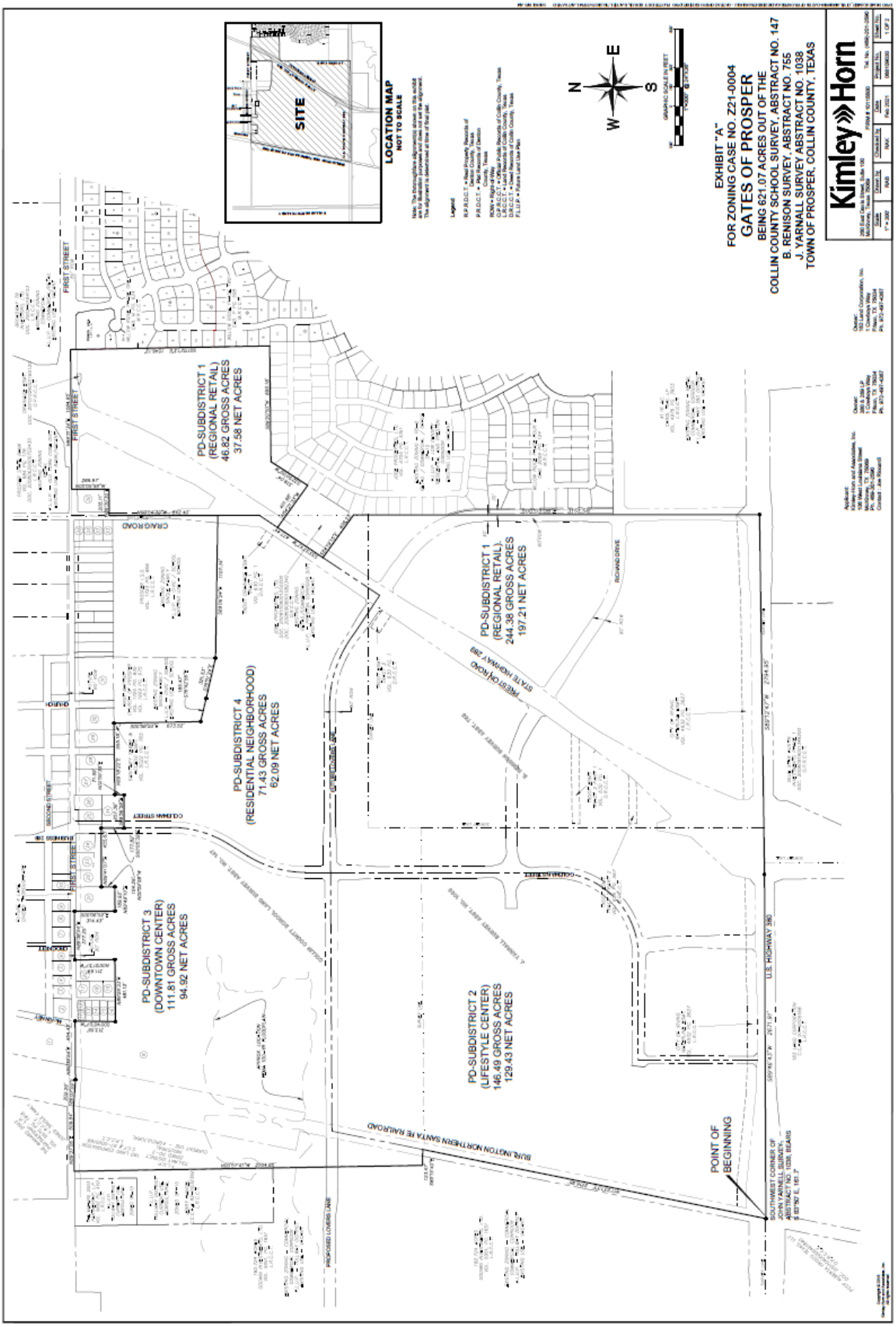
THENCE leaving said centerline, the following courses and distances to wit:
North 89º30’30” East, a distance of 205.11 feet to a point for corner;
North 00º05’59” West, a distance of 299.98 feet to a point for corner in the centerline of said First Street;

THENCE with the centerline of First Street, North 89º31’34” East, a distance of 1084.95 feet to a point for corner;

THENCE leaving the centerline of said First Street, the following courses and distances to wit:
South 01º02’13” East, a distance of 1546.12 feet to a point for corner;
South 89º20’50” West, a distance of 899.18 feet to a point for corner;
South 32º50’09” West, a distance of 339.04 feet to a point for corner;
North 54º21’333” West, a distance of 401.98 feet to a point for corner in the east right-of-way line of Preston Road (State Highway 289 – variable width ROW);
THENCE with said east right-of-way line, South 33º37’47” West, a distance of 423.21 feet to a point for corner;

THENCE leaving said east right-of-way line, the following courses and distances to wit:
South 54º19’15” East, a distance of 408.23 feet to a point for corner;
South 00º03’08” East, a distance of 3183.53 feet to a point for corner in the centerline of said U.S. Highway 380;

THENCE with said centerline, the following courses and distances to wit:
South 89º12’47” West, a distance of 2794.95 feet to a point for corner;
South 89º46’43” West. a distance of 2671.91 feet to the POINT OF BEGINNING and containing 621.07 acres of land.


EXHIBIT "A"
FOR ZONING CASE NO. Z21-0004
GATES OF PROSPER
BEING 621.07 ACRES OUT OF THE
COLLIN COUNTY SCHOOL SURVEY, ABSTRACT NO. 147
B. RENISON SURVEY, ABSTRACT NO. 755
J. YARNALL SURVEY ABSTRACT NO. 1038
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
Kimley»Horn
LOCATION MAP
NOT TO SCALE
SITE
PD-SUBDISTRICT 1
(REGIONAL RETAIL)
46.82 GROSS ACRES
37.58 NET ACRES
PD-SUBDISTRICT 1
(REGIONAL RETAIL)
244.38 GROSS ACRES
197.21 NET ACRES
PD-SUBDISTRICT 4
(RESIDENTIAL NEIGHBORHOOD)
71.43 GROSS ACRES
62.09 NET ACRES
PD-SUBDISTRICT 3
(DOWNTOWN CENTER)
111.81 GROSS ACRES
94.92 NET ACRES
PD-SUBDISTRICT 2
(LIFESTYLE CENTER)
146.49 GROSS ACRES
129.43 NET ACRES
FIRST STREET
CRAIG ROAD
COLEMAN STREET
SECOND STREET
RICHARD DRIVE
PRESTON ROAD
STATE HIGHWAY 289
U.S. HIGHWAY 380
BURLINGTON NORTHERN SANTA FE RAILROAD
PROPOSED LOVERS LANE
POINT OF BEGINNING
N
S
E
W

Property ID	Owner	Volume	Page	Doc. No.	Existing Zoning	Existing Land Use	Future Land Use
1	COSERV PROPERTY HOLDINGS LLC			20140812000856950	DTC	INDUSTRIAL	OLD TOWN CORE DISTRICT
2	PROSPER EDC			20181030001348020	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
3	PROSPER EDC				SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
4	PROSPER EDC				SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
5	RUTILIO & YOLANDA AGUILAR	5236	4438		SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
6	PROSPER EDC			20180504000548560	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
7	TOWN OF PROSPER			20170616000784290	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
8	TOWN OF PROSPER			20190119010003140	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
9	TOWN OF PROSPER			20170421000509890	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
10	RODOLFO SOTO			20151218001578610	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
11	ABE & TOMOKO MANSOORI			20121211001574800	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
12	DARIL R NIX REVOCABLE LVG TRUST	94-	0014368		SF-15	RESIDENTIAL	TOWN CENTER
13	FRANCISCO IBARRA	5848	4553		SF-15	RESIDENTIAL	TOWN CENTER
14	SAYDA HERNANDEZ	5982	2009		SF-15	RESIDENTIAL	TOWN CENTER
15	JOSE & ISIDRA GRANADOS	97-	0003293		SF-15	RESIDENTIAL	TOWN CENTER
16	JOSE & ISIDRA GRANADOS	97-	0003293		SF-15	RESIDENTIAL	TOWN CENTER
17	JOSE & MARIA E. GONZALEZ JOSE	1395	0333		SF-15	RESIDENTIAL	TOWN CENTER
18	FLAVIO IBARRA LOZANO	99-0132985	4531-2501		SF-15	RESIDENTIAL	TOWN CENTER
19	SAYDA HERNANDEZ			20070509000626600	SF-15	RESIDENTIAL	TOWN CENTER
20	BLUE STAR LAND LP			20140411000350200	SF-15	RESIDENTIAL	TOWN CENTER
21	SHRADER SANDRA OMOHUNDRO			20170925001280500	SF-15	RESIDENTIAL	TOWN CENTER
22	183 LAND CORPORATION INC	97-	0005168		SF-15	RESIDENTIAL	TOWN CENTER
23	FIRST PRESBYTERIAN CHURCH	14700102			SF-15	Church	TOWN CENTER
24	PRESBYTERIAN CHURCH				SF-15	Church	TOWN CENTER
25	VISION AND STRUCTURE LLC			20200903001480220	DTO	RESIDENTIAL	TOWN CENTER
26	BLISS PET RESORT LLC			20151230001621710	C	COMMERCIAL	TOWN CENTER
27	HOLLMAN HOLDING LLC			20190830001065010	SF-15	RESIDENTIAL	TOWN CENTER
28	MONTE & BARBARA KAUFFMAN	2904	892		SF-15	RESIDENTIAL	TOWN CENTER
29	FIRST BAPTIST CHURCH PROSPER	01-0130186	5023-3304		DTO	CHURCH	TOWN CENTER
30	ERNEST MAHARD, JR.				DTO	COMMERCIAL	TOWN CENTER
31	MAHARD EGG FARM INC				DTO	COMMERCIAL	TOWN CENTER
32	TOWN OF PROSPER			20070709000937360	RETAIL	COMMERCIAL	TOWN CENTER
33	GRIFFIN 4 HOLDINGS LLC			20170803001030760	DTO	RESIDENTIAL	TOWN CENTER
34	BLUE MONKEY PROPERTIES LLC			20171213001647850	SF15	RESIDENTIAL	TOWN CENTER

EXHIBIT A
LEGAL DESCRIPTION
621.07 ACRES

BEING of a tract of land out of the ED BRADLEY SURVEY, Abstract No. 86, the COLLIN COUNTY SCHOOL LAND SURVEY, Abstract No. 147, the B. RENISON SURVEY, Abstract No. 755 and the JOHN YARNELL SURVEY, Abstract No. 1038, in the Town of Prosper, Collin County, Texas, being all of the 16.496 acre Tract Five, all of the 125.92 acre Tract Six, being all of the 123.85 acre Tract Seven, all of the 10.066 acre Tract Eight, all of the 27.672 acre Tract Nine, all of the 99.96 acre Tract Ten recorded in Collin County Clerk's File No. 97-0005168 of the Land Records of Collin County, Texas and being part of the 157.13 acre tract of land described in deed to Blue Star Allen Land, L.P., recorded in Volume 6074, Page 2102 of the Deed Records of Collin County, Texas, being all of the 0.36 acre tract of land described in deed to Blue Star Land, Ltd. recorded in Document No. 20100609000316450 of the Official Public Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for the intersection of the centerline of U.S. Highway 380 (variable width ROW) and the centerline of the Burlington Northern Railroad (100' ROW at this point);

THENCE with said centerline of the Burlington Northern Railroad, North 11°23'13" East, a distance of 2716.96 feet to a point for corner;

THENCE leaving the centerline of the Burlington Northern Railroad, the following courses and distances to wit:
South 89°15'40" West, a distance of 123.47 feet to a point for corner;
North 00°57'41" West, a distance of 2704.85 feet to a point in the centerline of First Street;

THENCE with the centerline of First Street, the following courses and distances to wit:
North 89°37'06" East, a distance of 509.94 feet to a point for corner;
South 89°07'09" East, a distance of 202.29 feet to a point for corner;
North 89°36'54" East, a distance of 454.43 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
South 00°45'07" West, a distance of 313.06 feet to a point for corner;
North 89°29'33" East, a distance of 401.12 feet to a point for corner;
North 00°21'57" West, a distance of 311.69 feet to a point for corner in the centerline of said First Street;

THENCE with the centerline of First Street, North 89°36'54" East, a distance of 377.25 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
South 00°08'52" East, a distance of 314.43 feet to a point for corner;
North 89°49'10" East, a distance of 159.82 feet to a point for corner;
North 00°08'52" West, a distance of 104.29 feet to a point for corner;
North 89°41'07" East, a distance of 455.63 feet to a point for corner in the centerline of Coleman Street;

THENCE with the centerline of said Coleman Street, South 00°08'52" East, a distance of 177.82 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
South 89°56'50" East, a distance of 267.38 feet to a point for corner;
North 02°09'39" East, a distance of 71.96 feet to a point for corner;
North 89°15'22" East, a distance of 555.16 feet to a point for corner;
South 00°55'50" East, a distance of 673.52 feet to a point for corner;
South 76°42'56" East, a distance of 195.47 feet to a point for corner;
South 76°51'24" East, a distance of 321.53 feet to a point for corner;
South 89°36'24" East, a distance of 1107.37 feet to a point for corner in the centerline of Craig Road;

THENCE with the centerline of said Craig Road, North 00°04'32" East, a distance of 942.40 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
North 89°35'30" East, a distance of 205.11 feet to a point for corner;
North 00°05'59" West, a distance of 299.90 feet to a point for corner in the centerline of said First Street;

THENCE with the centerline of First Street, North 89°31'34" East, a distance of 1094.95 feet to a point for corner;

THENCE leaving the centerline of said First Street, the following courses and distances to wit:
South 01°52'13" East, a distance of 1546.12 feet to a point for corner;
South 89°31'56" West, a distance of 886.18 feet to a point for corner;
South 32°59'06" West, a distance of 339.04 feet to a point for corner;
North 54°21'33" West, a distance of 401.96 feet to a point for corner in the east right-of-way line of Preston Road (State Highway 289 - variable width ROW);
THENCE with said east right-of-way line, South 32°37'47" West, a distance of 423.21 feet to a point for corner;

THENCE leaving said east right-of-way line, he following courses and distances to wit:
South 54°19'15" East, a distance of 406.33 feet to a point for corner;
South 00°03'08" East, a distance of 3183.53 feet to a point for corner in the centerline of said U.S. Highway 380;

THENCE with said centerline, the following courses and distances to wit:
South 89°17'47" West, a distance of 2794.95 feet to a point for corner;
South 89°45'43" West, a distance of 2671.91 feet to the **POINT OF BEGINNING** and containing 621.07 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

EXHIBIT "A"
FOR ZONING CASE NO. Z21-0004
GATES OF PROSPER
BEING 621.07 ACRES OUT OF THE
COLLIN COUNTY SCHOOL SURVEY, ABSTRACT NO. 147
B. RENISON SURVEY, ABSTRACT NO. 755
J. YARNALL SURVEY ABSTRACT NO. 1038
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

Applicant:
Kimley-Horn and Associates, Inc.
100 West Louisiana Street
McKinney, TX 75069
Ph. 469-301-2590
Contact: Joe Riccardi

Owner:
380 & 289 LP
1 Cowboys Way
Frisco, TX 75034
Ph. 972-497-0067

Owner:
183 Land Corporation, Inc.
1 Cowboys Way
Frisco, TX 75034
Ph. 972-497-0067

Kimley»Horn
200 East Davis Street, Suite 100
McKinney, Texas 75069
FIRM # 10115500 Tel. No. (469)-301-2590

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	RAB	RAK	Feb 2021	068109030	2 OF 2

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EXHIBIT B
(Building Materials)

Subdistrict 2 – Lifestyle Center

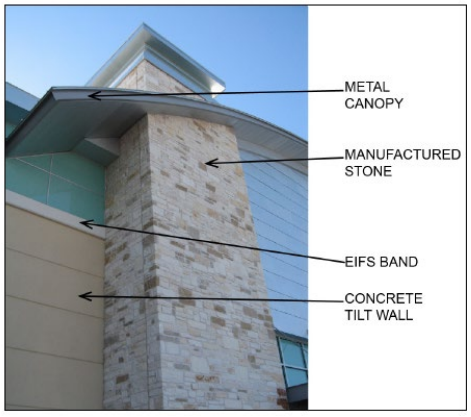
Building Materials

All multifamily structures shall contain enhanced exterior masonry requirements.

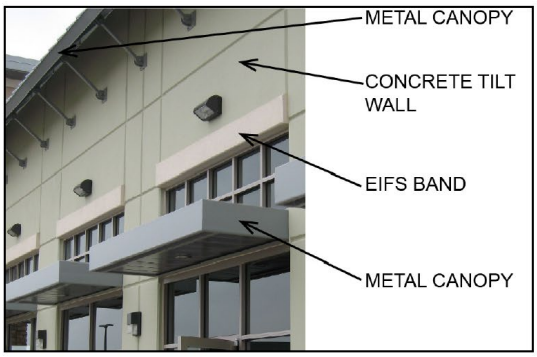
Exterior materials used in the construction of buildings shall comply with the following standards.

a. Non-Residential and Multifamily building types shall comply with the following standards:

1. All building façades shall be architecturally finished with 100% masonry with an allowance for up to 10% secondary materials. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, granite, marble, architectural concrete block, and textured and painted concrete tilt-wall (non-residential building types only). Stucco may be used on areas of facades that are at least nine (9) feet above grade on non-residential buildings and on the third floor and above for multifamily buildings. Textured and painted concrete tilt wall shall be limited to 50% on the front façade and 75% on the side façades. Windows, doors, porches, gables, balconies and accent materials shall be excluded from the façade area for the purposes of calculating primary building materials.











2. The front and side facades of all multifamily buildings shall be finished with a minimum twenty (20) percent natural or manufactured stone or integral color split-faced block.

3. The front and side facades of all non-residential buildings shall be finished with a minimum of twenty-five (25) percent natural or manufactured stone.

4. A minimum of twenty (20) percent of the rear façade of any building along U.S. Highway 380 shall be natural or manufactured stone. All other rear facades facing a public right-of-way shall be a minimum of ten (10) percent natural or manufactured stone unless a landscape screen consisting of a double row of evergreen canopy trees is provided along said right-of-way.

5. Windows, doors, porches, gables, balconies and accent materials shall be excluded from the façade area for the purposes of calculating primary building materials.







b. Townhome building types shall comply with the following standards.

1. The exterior facades shall be constructed at 100% masonry. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, stucco (second floor or above), and cementitious fiber board (not to exceed 50% of 2nd

story, in a different vertical plane and above of any façade area). Windows, doors and dormers shall be excluded from the façade area for the purpose of calculating primary building materials.

2. Townhomes shall be a minimum of two stories.

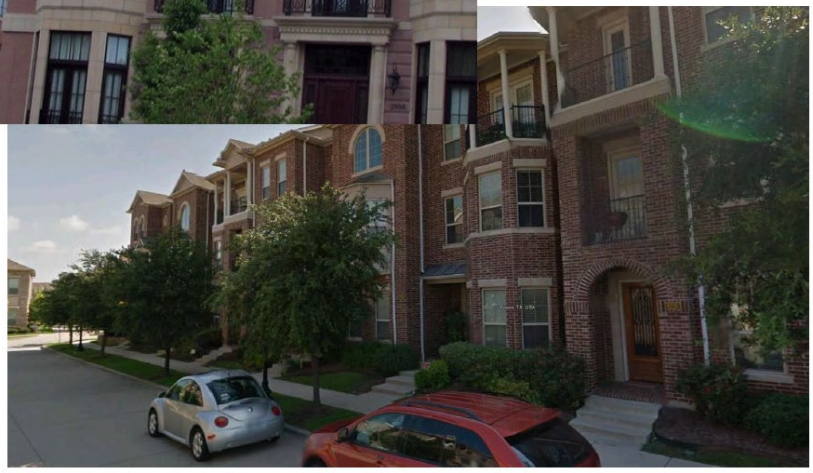
3. Each townhome unit shall have an attached garage. Garages shall open to the rear of the townhome and shall not face the public right-of-way.

Conceptual Photos – The following photographs shall be generally representative of the architectural style, and material selections depicted therein.









c. Multi-family buildings shall comply with the following:

1. The development shall contain enhanced exterior masonry requirements for all multi-family structures.

Conceptual Photos – The following photographs shall be generally representative of the architectural style, and material selections depicted therein.









Window Areas

Shall not exceed 80% of any façade area for buildings located in Subdistrict 2. Windows shall have a maximum exterior visible reflectivity of 10%.

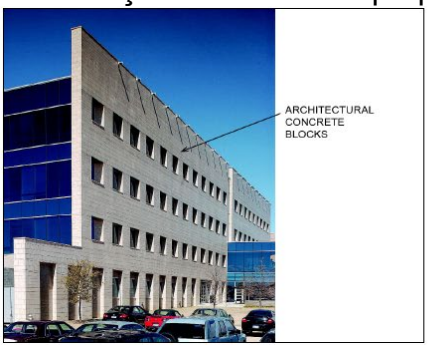
Subdistrict 3 – Downtown Center

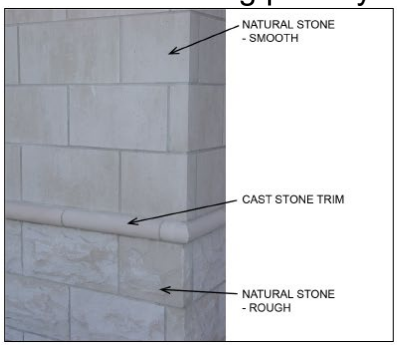
Building Materials

Exterior materials used in the construction of buildings shall comply with the following standards.

a. Non-Residential building types shall comply with the following standards:

1. All building façade's shall be architecturally finished with 100% masonry with an allowance for up to 10% secondary materials. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, granite, marble, architectural concrete block, and textured and painted concrete tilt-wall (non-residential building types only). Stucco may be used on areas of facades that are at least nine (9) feet above grade on non-residential buildings and on the third floor and above for multifamily buildings. Textured and painted concrete tilt-wall shall be limited to 50% on the front façade and 75% on side façades. Windows, doors, porches, gables, balconies and accent materials shall be excluded from the façade area for the purposes of calculating primary building materials.



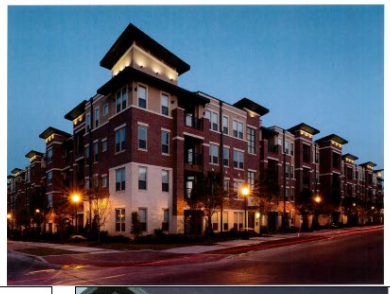




2. The front and side facades of all non-residential buildings shall be finished with a minimum of twenty-five (25) percent natural or manufactured stone. The rear façade of any non-residential building facing a public right-of-way shall be finished with a minimum of ten (10) percent natural or manufactured stone unless a landscape screen consisting of a double row of evergreen canopy trees is provided along said right-of-way.

3. Windows, doors, porches, gables, balconies and accent materials shall be excluded from the façade area for the purposes of calculating primary building materials.

4.











b. Townhome building types shall comply with the following standards.

1. The exterior facades shall be constructed of 100% masonry. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, stucco (second floor and above), and cementitious fiber board (not to exceed 50% of 2nd story and above of any façade area). Windows, doors, porches, columns and dormers shall be excluded from the façade area for the purpose of calculating primary building materials.

2. Townhomes shall be a minimum of two stories.

3. Each townhome unit shall have an attached garage. Garages shall open to the rear of the townhome and shall not face the public right-of-way.

4. Additional articulation shall be provided on the sides of townhome units that are adjacent to a public street or open space.



3 9



c. Single Family Residential building types shall comply with the following standards.

1. The exterior facades shall be constructed of 100% masonry. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, stucco (second floor and above), and cementitious fiber board (not to exceed 50% of 2nd story and above of any façade area). Windows, doors, porches, columns and dormers shall be excluded from the façade area for the purpose of calculating primary building materials.

2. Architectural features and porches may encroach into required front and rear yards up to five (5) feet.

3. Each Single Family home shall have an attached garage. Garages shall be minimum 2-car.

4. Carports are not allowed.

5. All fencing shall be 6 feet tall and constructed of either decorative metal, masonry or board on board cedar based upon the developer provided guidelines.

6. Ornamental metal fencing shall be required for any fencing located adjacent to a public park or public hike and bike trail.

7. For lots with a zero (0) side yard setback

a. A roof overhang equipped with a gutter may extend a maximum of twelve (12) inches into a neighboring property. No other roof overhangs or extensions from a wall may extend into a neighboring lot.

b. The closest exterior roofline to an adjacent property shall be storm guttered if the general slope of the roof falls toward the neighboring property. Gutters shall include returns to direct the water to the lot of origin.

c. The “zero” side shall be designated on the Final Plat. All access, maintenance, and use easements shall be provided on preliminary and Final Plats.

d. A five (5) foot wide access, maintenance, and use easement shall be dedicated on the Final Plat for all lots adjacent to lots with a “zero” side. The purpose of this easement is to the give the adjoining owner access for maintenance of his/her dwelling.

e. The majority of one side of the structure shall be located within three (3) feet of one side lot line. Building walls which are located adjacent to the “zero” side of the lot shall not have any doors, windows, ducts, grills, vents,

or other openings. This requirement precludes exterior walls forming enclosures for courts, patios, or similar indentations to the “zero” wall.

TOWN OF PROSPER
A Place Where Everyone Matters

PLANNING

To: **Mayor and Town Council**

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

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager

Re: **Removal of Historic Tree at 591 Harrison Lane**

Town Council Meeting – October 14, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

---

Agenda Item:
Consider and act upon a request for the removal of a historic tree at 591 Harrison Lane.

Description of Agenda Item:
The initial plan for the construction of a single-family home at 591 Harrison was based upon a 20-foot front building line. This setback would have allowed for the preservation of a 52.9 caliper inch historic pecan tree. However, the decision to construct a front facing garage on the home changed the front building line to 25 feet. The increased setback pushed the foundation of the house within six feet of the tree. This proximity to the tree has caused root damage and will continue to do so, resulting in the eventual death of the tree. This is confirmed by an arborist in the letter included with this report.

Per the Town's Zoning Ordinance, a tree exceeding a 40-caliper inch diameter is classified as a historic tree and its removal requires Town Council approval. Historic trees are required to be mitigated at a rate of 400 percent. Additionally, during the review of the platting for the subdivision, the developer submitted a tree survey to the Town identifying which trees would be preserved and which trees would be removed. In this survey, the historic tree was identified as being preserved. The Town allows for positive credits, in terms of tree mitigation, for trees being preserved within an area that would otherwise be considered a buildable area. Since this tree is now being removed, the developer will also have to pay back the credit received for initially preserving the tree. Per the breakdown below, this would require the developer to replace the tree with 76 trees or pay a $39,655 fee in lieu of replacement. The developer has opted to pay the fee and Town Staff supports this decision.

Mitigation Calculation (For Information Only):

Historic Tree Removal

52.9 (Historic Tree Caliper Inches) x 4 (400% Mitigation Rate) = 211.6 (Caliper Inches Required)
211.6 (Caliper Inches Required) / 3 (Average Caliper Inches for Tree) = 71 (Replacement Trees)
211.6 (Caliper Inches Required) x 175 (Rate) = $37,030 (Fee In Lieu of Tree Replacement)

Preserved Tree Credit

1 Positive Credit = 1 Tree (3 Caliper Inches)
52.9 Caliper Inches (Historic Tree) = 5 Positive Credits (Trees Greater Than 24 Caliper Inches)
5 (Positive Credits) x 3 (Average Caliper Inches for Tree) = 15 (Caliper Inches Credited)

Tree Credit Reclamation

15 (Caliper Inches Credited) / 3 (Average Caliper Inches for Tree) = 5 (Replacement Trees)
15 (Caliper Inches Credited) x 175 (Rate) = $2,625 (Fee In Lieu of Tree Replacement)

Total

71 (Historic Tree) + 5 (Reclaimed Credit) = 76 (Total Number of Replacement Trees)
$37,030 (Historic Tree) + $2,625 (Reclaimed Credit) = $39,655 (Total Fee for Removal of Tree)

The total amount owed to the Town for mitigation is $39,655.00. This amount is in an escrow account awaiting a final decision from Town Council.

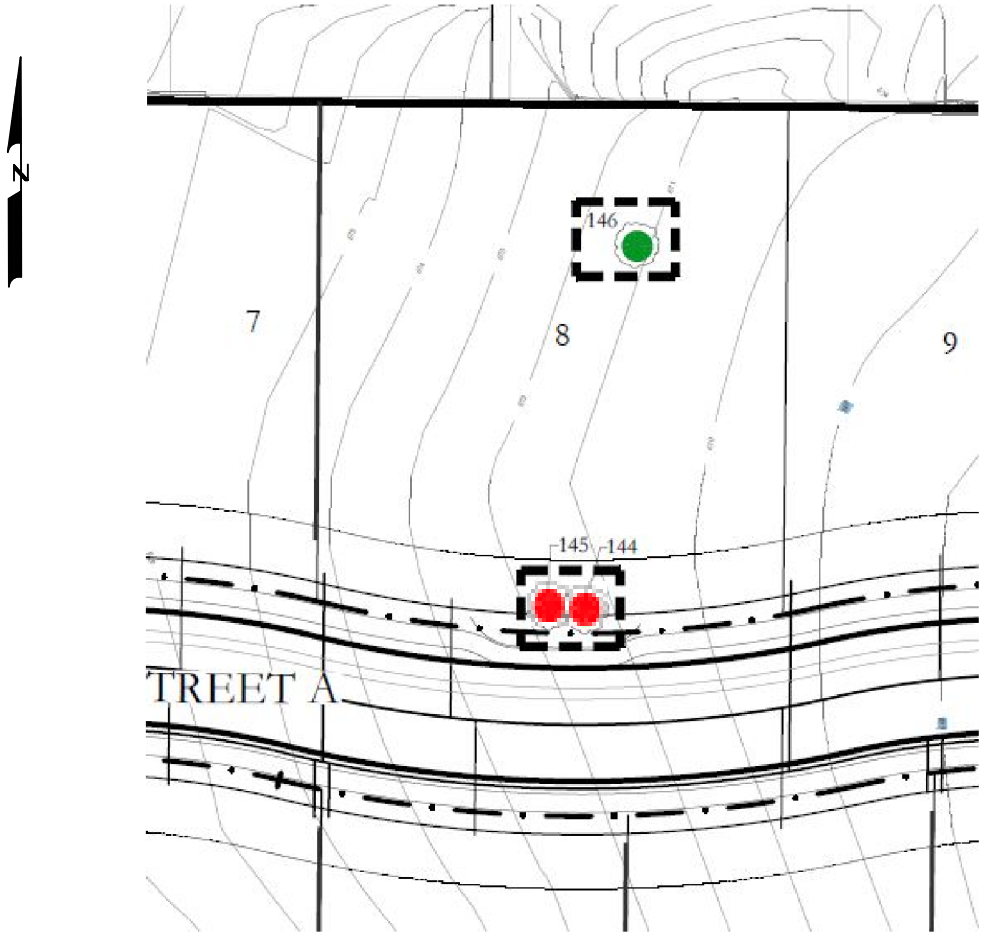
Budget Impact:
There is no budgetary impact affiliated with this item.

Attachments:
1. Tree Survey
2. Plot Plan
3. Tree Exhibit
4. Letter From Arborist
5. Approved Final Plat (DEVAPP-23-0156)

Town Staff Recommendation:
Town Staff recommend that the Town Council approve a request for the removal of a historic tree at 591 Harrison Lane.

Proposed Motion:
I move to approve/deny a request for the removal of a historic tree at 591 Harrison Lane.

Tree Number	Diameter at Breast Height (Inches)	Common Name	Scientific Name
146	52.9	Pecan	Carya illinoinensis



CORWIN ENGINEERING, INC.
200 W. Belmont, Suite E Allen, Texas 75013 (972) 396-1200
TBEPLS* F-5951

EXHIBIT 'A' – TREE SURVEY
WANDERING CREEK PHASE I
S. JEREMIAH HORN SUR., ABST.
TOWN OF PROSPER
COLLIN COUNTY, TEXAS

INCHES TO TENTHS					
1"	=	0.08'	7"	=	0.58'
2"	=	0.17'	8"	=	0.67'
3"	=	0.25'	9"	=	0.75'
4"	=	0.33'	10"	=	0.83'
5"	=	0.42'	11"	=	0.92'
6"	=	0.50'	12"	=	1.00'

SUMEER HOMES, INC.
MALABAR HILLS INST. NO.
20210323000571600 (UNDER CONSTRUCTION)

N 89°25'48" W 127.89'

TW 680.4(AB)
TW 679.3
BW 673.5
TW 678.6(AB)
BW 672.5(AB)
TW 677.2(AB)
BW 670.2(AB)
TW 675.6(AB)
BW 674.7(AB)
TW 674.3(AB)
BW 672.0
S 00°34'12" W 136.82'
44.82'
20' BL
672.3
672.7AB
672.4AB
672.5
48" PECAN
21.60'
672.6
672.6
TBI LOT 7
LOT 8
17,984 S.F.
SORRAIA
MODERN
FARMHOUSE-LH
LOT#0007
WGCK
OPT.N/A
7' BL
74.00'
69.00'
FF 673.4
FP 672.6
672.4AB
668.7
BLOCK F
N 00°34'12" E 139.28'
7' BL
LOT 7
LOT 9
TW 673.5(AB)
BW 671.1(AB)
672.6
51.89'
667.8
7.00'
672.6
672.6
672.2AB
672.3AB
TW 671.2(AB)
BW 670.5(AB)
R=275.00'
L=1.56'
25.00'
7.1%
7.6%
PR. DRIVE
25' GBL
20' BL
10'x10' UE
670.9
670.7
670.3
C.O.
4' WALK
R=300.00'
L=127.34'
5' UE
667.4
5' CONC. WALK
TC 670.6(AB)
TC 667.3(AB)
5'
18'
5'

HARRISON LANE
(50' WD. R.O.W.)

SLAB AREA	=	4,886 S.F.	LOT AREA	=	17,984 S.F.
WALK AREA	=	125 S.F.	SLAB AREA	=	4,886 S.F.
PARKWAY AREA	=	497 S.F.	SLAB COVERAGE	=	27.2%
APPROACH AREA	=	191 S.F.	FRONT YARD AREA	=	4,091 S.F.
CITY WALK AREA	=	652 S.F.	CONCRETE AREA	=	622 S.F.
SOD AREA	=	12,476 S.F.	CONCRETE COVERAGE	=	15.2%
PROPOSED FENCE	=	387 L.F.			

LEGEND:
F.G. FINISHED GRADE
FF FINISH FLOOR
FP FINISH PAD
N. NATURAL GRADE
D.G. DROP GARAGE
E.B. TOTAL EXPOSED BEAM
T.C. TOP OF CURB
D.P. DROPPED PATIO
(AB) AS-BUILT ELEV.
INV. INVERT GRADES
A.C. AIR-CONDITIONING PAD
E.S. EDGE OF ALLEY SLAB
E. EXISTING GRADE (IF SHOWN)
T.W. TOP OF WALL
B.W. BOTTOM OF WALL

811 Know what's **below.** **Call** before you dig.

FIRE HYDRANT
LIGHT POLE
WATER VALVE
WM WATER METER
G GAS METER
GAS VALVE
RISER
IRRIGATION CONTROL/VALVE
CONCRETE
IRON FENCE
WOOD FENCE
DRAIN
T TELEPHONE PEDESTAL
C.O. CLEANOUT
MB MAILBOX
E ELECTRIC BOX
SW STORM MANHOLE
SS SANITARY MANHOLE
V TRANSFORMER PAD
STONE RETAINING WALL

GRAPHIC SCALE
20 0 10 20
(IN FEET)
1 inch = 20 ft.

REV. 5-7-2025 -SRB- PER CITY COMMENTS

PROPOSED GRADING PER REVISED GRADING DRAWINGS PREPARED BY: CORWIN ENGINEERING, INC., DATED 12-19-24
TOPO POINTS ARE PAD, WALL & TOP/CURB ELEVATIONS AS INDICATED.

PLOT PLAN
591 HARRISON LANE

LOT 8, BLOCK F, WANDERING CREEK PHASE 1 SITUATED IN THE LARKIN McCARTY SURVEY, ABSTRACT NO. 600 AND THE JEREMIAH HORN SURVEY, ABSTRACT NO. 411 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK: 2025 PAGE: 283-285 PLAT RECORDS, TOWN OF PROSPER, COLLIN COUNTY, TEXAS

TBI LOT 007

ESE CONSULTANTS
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
2557 SW Grapevine Pkwy • Suite 100
Grapevine, TX 76051
T: (817) 329-8770
TBPELS Firm No. 10194237
PROFESSIONAL DESIGN FIRM NO. 184-004665

DESIGNED:	DRAWN: SRB	CHECKED: PEM
SCALE: 1" = 20'	DATE: 25 MAR 2025	DWG.: 8644-LOT 7-PP



TREE FIELD INSPECTION REPORT

313 Lakeside Oaks Cir, Lakeside, TX 76135
817-900-3359 southerncharmtree@gmail.com

CONSULTING REPORT

Prepared for: Scott Myers, Toll Brothers
Prepared by: John Tomlinson, Board-Certified Master Arborist
Company: Southern Charm Tree Care
Site Location: 591 Harrison Ln, Prosper, TX
Date: 9-26-2025

Subject: Evaluation of 49" DBH Pecan Tree for Removal



At the request of Toll Brothers and in accordance with the Town of Prosper's requirements, I evaluated a 49-inch diameter at breast height (DBH) pecan tree located at the rear of the lot. The evaluation was made to determine the suitability of retaining this tree in relation to the planned home construction.

Observations:

- The pecan tree is positioned less than 6 feet from the foundation of the new home currently under construction.
- Best management practices for tree protection establish a minimum Tree Protection Zone (TPZ) of 1 foot per inch

of trunk diameter. For this tree, the TPZ equates to a 22-foot radius from the trunk.
- With construction occurring well within this critical root zone, there has been and will continue to be significant impact to the roots and structural stability of the tree.
- Given the close proximity of the structure, the tree cannot be adequately protected during or after construction.





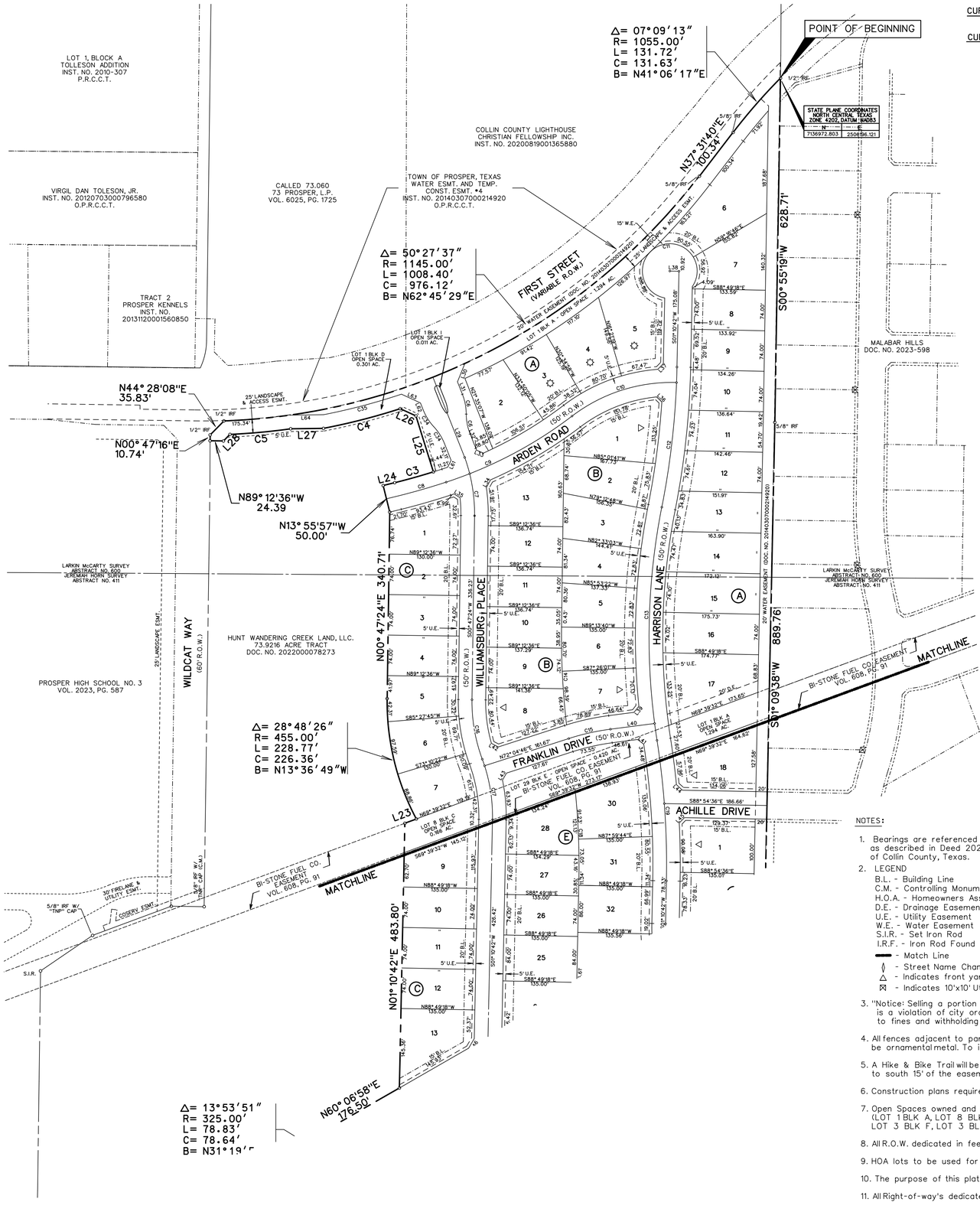
Assessment:
Due to the encroachment into the TPZ and the foundation being less than 6 feet from the trunk, the tree is highly likely to suffer root damage, instability, and decline. This level of impact poses a liability risk if the tree is retained.

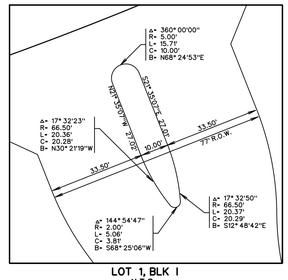
Recommendation:
Based on my professional assessment, I recommend the removal of the 49-inch DBH pecan tree prior to the completion of construction. Removal is in the best interest of site safety, structural protection, and long-term liability management**.**

This report is provided at the request of the Town of Prosper and should be used to support approval for tree removal.



John Tomlinson
Board-Certified Master Arborist
Southern Charm Tree Care TX-3280B
southerncharmtree@gmail.com





LOT 1, BLK I
N.T.S.

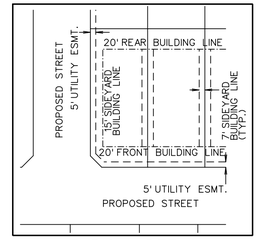
CURVE TABLE

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	BEARING
1.	75°19'33"	50.00'	65.73'	61.10'	S89°46'38"W
2.	126°52'12"	50.00'	110.72'	89.44'	S64°00'18"W
3.	03°21'51"	1250.00'	73.40'	73.39'	N74°23'08"E
4.	07°02'23"	1179.00'	144.86'	144.77'	S75°37'26"W
5.	05°27'13"	1170.00'	111.37'	111.32'	S84°45'39"W
6.	21°10'19"	100.00'	36.95'	36.74'	S10°59'58"E
7.	20°44'15"	300.00'	108.58'	107.99'	S09°34'43"E
8.	04°07'04"	1275.00'	91.63'	91.62'	N74°00'31"E
9.	19°17'15"	775.00'	260.89'	259.66'	N62°18'22"E
10.	39°02'57"	300.00'	204.46'	200.53'	N72°11'13"E
11.	66°08'22"	50.00'	256.44'	54.57'	N67°34'23"E
12.	10°00'53"	1475.00'	257.81'	257.48'	S06°11'09"W
13.	20°01'45"	1225.00'	428.23'	426.05'	S01°10'42"W
14.	07°25'36"	1385.00'	179.52'	179.40'	S02°55'23"E
15.	10°32'07"	425.00'	78.15'	78.04'	S77°20'49"W
16.	21°09'35"	300.00'	110.79'	110.16'	N09°47'23"W
17.	21°32'53"	300.00'	112.83'	112.16'	N09°35'44"E
18.	07°09'29"	1315.00'	164.29'	164.18'	S02°24'02"E
19.	10°00'53"	1475.00'	257.81'	257.48'	S03°49'44"E
20.	90°36'30"	300.00'	474.42'	426.51'	S44°07'33"E
21.	31°39'08"	450.00'	248.60'	245.45'	S54°21'27"E
22.	61°53'05"	50.00'	260.16'	51.42'	S65°12'15"W
23.	14°21'21"	300.00'	75.18'	74.98'	S31°06'06"E
24.	15°05'12"	300.00'	78.99'	78.77'	N44°10'34"E
25.	38°51'02"	375.00'	254.28'	249.43'	N71°08'41"E
26.	11°38'59"	300.00'	61.00'	60.89'	S32°27'21"E
27.	35°12'35"	225.00'	138.27'	136.10'	N69°19'27"E
28.	13°06'57"	250.00'	57.23'	57.10'	S82°52'19"E
29.	26°13'54"	325.00'	148.80'	147.50'	S89°25'48"E
30.	13°06'51"	250.00'	57.23'	57.10'	N84°00'44"E
31.	87°09'21"	50.00'	76.06'	68.93'	N08°32'10"E
32.	14°00'49"	425.00'	103.95'	103.69'	N07°34'37"E
33.	02°18'21"	800.00'	32.20'	32.19'	N13°25'51"E
34.	21°10'19"	100.00'	36.95'	36.74'	N32°10'17"W
35.	07°24'42"	1154.00'	149.28'	149.18'	S75°19'44"W

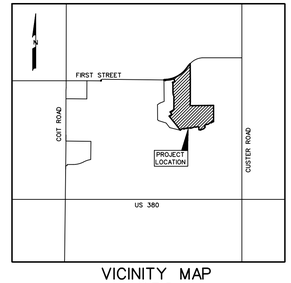
LINE TABLE

LINE NO.	BEARING	DISTANCE
1.	S 01°05'52" W	180.55'
2.	N 88°58'00" W	172.08'
3.	N 89°25'48" W	62.60'
4.	S 45°34'12" W	14.14'
5.	S 00°34'12" W	260.00'
6.	N 89°25'48" W	48.42'
7.	S 70°40'49" W	104.30'
8.	N 79°38'38" W	60.66'
9.	N 02°19'14" W	103.20'
10.	N 57°03'11" W	51.44'
11.	S 72°07'04" W	75.19'
12.	N 76°44'25" W	54.20'
13.	S 72°06'16" W	92.62'
14.	S 73°43'45" W	67.95'
15.	N 84°26'40" W	90.84'
16.	S 79°47'16" W	96.95'
17.	N 83°45'07" W	32.95'
18.	S 62°57'59" W	54.72'
19.	N 79°36'21" W	53.18'
20.	N 67°45'22" W	28.74'
21.	S 51°52'42" W	107.35'
22.	N 38°16'50" W	46.89'
23.	N 69°39'32" E	22.43'
24.	N 76°04'03" E	21.70'
25.	N 17°17'48" W	107.10'
26.	N 65°21'21" W	31.63'
27.	S 89°13'29" W	59.92'
28.	S 44°42'21" W	16.99'
29.	N 00°47'24" E	35.29'
30.	S 22°07'37" W	36.17'
31.	S 21°35'07" E	24.63'
32.	S 21°35'07" W	28.28'
33.	S 66°59'45" E	13.69'
34.	S 28°37'50" W	16.10'
35.	S 57°53'05" E	12.92'
36.	S 45°37'38" E	13.21'
37.	N 43°50'00" E	14.76'
38.	S 88°49'18" E	16.78'
39.	S 88°17'59" W	14.31'
40.	S 82°36'53" W	81.39'
41.	S 53°08'46" E	14.33'
42.	S 62°27'45" E	14.03'
43.	N 29°41'29" E	14.83'
44.	S 47°07'56" E	15.01'
45.	N 44°00'55" E	13.66'
46.	N 30°38'50" E	20.33'
47.	N 10°55'04" E	12.89'
48.	N 05°07'18" E	14.55'
49.	N 89°36'07" E	12.67'
50.	N 16°47'33" E	14.86'
51.	S 26°37'51" E	34.05'
52.	S 69°03'49" E	14.57'
53.	N 51°43'10" E	10.00'
54.	N 00°06'13" E	26.18'
55.	S 29°53'47" E	11.17'
56.	S 58°27'58" E	29.16'
57.	S 44°25'48" E	14.14'
58.	S 44°21'33" E	21.19'
59.	N 00°34'12" E	20.70'
60.	N 46°09'27" E	14.29'
61.	N 25°29'17" E	14.12'
62.	S 21°35'07" E	13.57'
63.	S 65°21'21" E	39.07'
64.	N 89°13'29" E	59.26'

0 50 100 200
SCALE: 1" = 100'



TYPICAL DETAIL
N.T.S.



VICINITY MAP
N.T.S.

NOTES:

1. Bearings are referenced to a 73.9216 acre tract, as described in Deed 202200078273, in the Deed Records of Collin County, Texas.
2. LEGEND
   - B.L. - Building Line
   - C.M. - Controlling Monuments
   - H.O.A. - Homeowners Association
   - D.E. - Drainage Easement
   - U.E. - Utility Easement
   - W.E. - Water Easement
   - S.I.R. - Set Iron Rod
   - I.R.F. - Iron Rod Found
   - ▬ - Match Line
   - ◊ - Street Name Change
   - △ - Indicates front yard
   - ⊠ - Indicates 10'x10' Utility Easement
3. "Notice: Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utility and building permits".
4. All fences adjacent to parks or open spaces shall be ornamental metal. To include offsite open space lots.
5. A Hike & Bike Trail will be allowed in the City of Irving Easement but limited to south 15' of the easement.
6. Construction plans require City of Irving approval.
7. Open Spaces owned and maintained by H.O.A. (LOT 1 BLK A, LOT 8 BLK C, LOTS 1 & 21 BLK D, LOTS 23, 29, & 37 BLK E, LOT 3 BLK F, LOT 3 BLK G, LOT 1 BLK H, & LOT 1 BLK I)
8. All R.O.W. dedicated in fee simple to the Town of Prosper. (10.280 ac./447,839 sq.ft.)
9. HOA lots to be used for landscaping and hike & bike trails.
10. The purpose of this plat is for single family development.
11. All Right-of-way's dedicated in fee simple to the Town of Prosper.

TOWN OF PROSPER
PLANNING DEPARTMENT
P&Z Conditional Approval
October 3, 2023

72 TYPE C LOTS (9,000 SF MIN.)
38 TYPE B-2 LOTS (10,000 SF MIN.) - ☼

CASE# DEVAPP-23-0156

FINAL PLAT
OF

WANDERING CREEK PHASE I

LOTS 1-18, BLOCK A
LOTS 1-13, BLOCK B
LOTS 1-13, BLOCK C
LOTS 1, & 22-27, BLOCK D
LOTS 1-44, BLOCK E
LOTS 1-11, BLOCK F
LOTS 1-12, BLOCK G
LOT 1, BLOCK I
TOTAL LOTS 118
TOTAL RESIDENTIAL LOTS 110
TOTAL OPEN SPACE LOTS 8
TOTAL GROSS ACRES 48.923
TOTAL NET ACRES 38.665
TOTAL ROW ACRES 8.912 OR 388218.22 SQ. FT.

OUT OF THE

LARKIN McCARTY SURVEY, ABSTRACT NO. 600
JEREMIAH HORN SURVEY, ABSTRACT NO. 411

IN THE

TOWN OF PROSPER
COLLIN COUNTY, TEXAS

OWNER/APPLICANT
HUNT WANDERING CREEK LAND, LLC.
1330 AVENUE OF THE AMERICAS, 28TH FLOOR
NEW YORK, NY 10019

PREPARED BY
CORWIN ENGINEERING, INC.
200 W. BELMONT, SUITE E
ALLEN, TEXAS 75013
972-396-1200
WARREN CORWIN

SCALE 1" = 100' SEPTEMBER 2023



BLK A		BLK C		BLK E		BLK G	
Lot	SF	Lot	SF	Lot	SF	Lot	SF
1*	56380	7	10793	24	14278	6	11181
2	12451	8*	7208	25	11340	7	11685
3	11195	9	12057	26	9990	8	11541
4	13025	10	9990	27	9980	9	11190
5	16704	11	9990	28	12679	10	9250
6	21590	12	9990	29*	16965	11	9614
7	12893	13	14076	30	15277	12	9398
8	9898	BLK D		31	11900	BLK I	
9	9922	Lot	SF	32	11614	Lot	SF
10	10001	1*	13098	33	16035	1*	473
11	10306	22	11514	34	11406		
12	10868	23	9620	35	11496		
13	11691	24	9620	36	15030		
14	12462	25	9620	37*	5797		
15	12899	26	9620	38	12157		
16	12997	27	10605	39	10957		
17	17304	BLK E		40	10920		
18	14561	Lot	SF	41	10920		
BLK B		1	10610	42	10920		
Lot	SF	2	10920	43	10920		
1	15179	3	10920	44	10610		
2	12401	4	10920	BLK F			
3	11575	5	10920	Lot	SF		
4	10806	6	10920	1	13615		
5	10426	7	11467	2	15805		
6	10364	8	20728	3*	28024		
7	11714	9	13627	4	10567		
8	12759	10	11936	5	10896		
9	10285	11	11234	6	10920		
10	10126	12	11641	7	9757		
11	10118	13	12052	8	18244		
12	10118	14	9913	9	11409		
13	16267	15	9990	10	11180		
BLK C		16	9990	11	13140		
Lot	SF	17	11487	BLK G			
1	12284	18	12217	Lot	SF		
2	9620	19	10665	1	13829		
3	9620	20	10665	2	14320		
4	9620	21	10665	3*	273034		
5	10170	22	12626	4	10921		
6	10875	23*	47220	5	11181		

* - Denotes HOA lots

CASE* DEVAPP-23-0156

FINAL PLAT
OF

WANDERING CREEK PHASE I

LOTS 1-18, BLOCK A
LOTS 1-13, BLOCK B
LOTS 1-13, BLOCK C
LOTS 1, & 22-27, BLOCK D
LOTS 1-44, BLOCK E
LOTS 1-11, BLOCK F
LOTS 1-12, BLOCK G
LOT 1, BLOCK I
TOTAL LOTS 118
TOTAL RESIDENTIAL LOTS 110
TOTAL OPEN SPACE LOTS 8
TOTAL GROSS ACRES 48.923
TOTAL NET ACRES 38.665
TOTAL ROW ACRES 8.912 OR 388218.22 SQ. FT.

OUT OF THE

LARKIN McCARTY SURVEY, ABSTRACT NO. 600
JEREMIAH HORN SURVEY, ABSTRACT NO. 411

IN THE

TOWN OF PROSPER
COLLIN COUNTY, TEXAS

OWNER/APPLICANT
HUNT WANDERING CREEK LAND, LLC.
1330 AVENUE OF THE AMERICAS, 28TH FLOOR
NEW YORK, NY 10019

PREPARED BY
CORWIN ENGINEERING, INC.
200 W. BELMONT, SUITE E
ALLEN, TEXAS 75013
972-396-1200
WARREN CORWIN

SCALE 1" = 100' SEPTEMBER 2023

LEGAL DESCRIPTION

BEING, a tract of land situated in the Larkin McCarty Survey, Abstract Number 600 and the Jeremiah Horn Survey, Abstract No. 411, in the Town of Prosper, Collin County, Texas, being part of 73.9216 acre tract, as described in Doc. No. 20220000078273 in the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING, at a 1/2 inch iron rod found at the northwest corner of Malabar Hills, an addition to the Town of Prosper, as described in Doc. No. 2023-598 in Plat Records of Collin County, Texas and being in the south line of First Street (Variable R.O.W.);

THENCE, South 00° 55'19" West, along the west line said Malaber Hills and the east line of said 73.9216 acre tract, for a distance of 628.71 feet, to a 5/8 inch iron rod found;

THENCE, South 01° 09'38" West, continuing along said lines, for a distance of 889.76 feet, to a 1/2 inch iron rod found;

THENCE, South 01° 38'16" West, continuing along said lines, for a distance of 176.12 feet, to a 5/8 inch iron rod found at the southwest corner of said Malabar Hills and being an ell corner of said 73.9216 acre tract;

THENCE, South 89° 25'48" East, along the south line of said Malabar Hills and a north line of said 73.9216 acre tract, for a distance of 940.68 feet, to a 5/8 inch iron found at the southeast corner of said Malabar Hills being the most easterly northeast corner of said 73.9216 acre tract;

THENCE, South 01° 05'52" West, along the east line of said 73.9216 acre tract, for a distance of 654.70 feet, to a point in the center of a creek;

THENCE, along the south line of said 73.9216 acre tract and along the centerline of said creek for the following thirty (30) calls:
South 67° 45'09" West, for a distance of 26.27 feet;
North 61° 17'57" West, for a distance of 26.43 feet;
South 30° 50'48" West, for a distance of 29.95 feet;
South 54° 00'34" West, for a distance of 33.82 feet;
South 88° 20'15" West, for a distance of 43.05 feet;
South 79° 24'29" Wet, for a distance of 28.31 feet;
South 45° 49'02" West, for a distance of 63.91 feet;
South 78° 13'58" West, for a distance of 82.24 feet;
North 79° 43'00" West, for a distance of 27.16 feet;
South 59° 06'56" West, for a distance of 31.51 feet;
South 20° 52'18" West, for a distance of 31.91 feet;
South 01° 06'55" West, for a distance of 24.02 feet;
South 06° 19'53" West, for a distance of 21.59 feet;
South 21° 05'52" East, for a distance of 21.98 feet;
South 42° 07'51" West, for a distance of 84.32 feet;
South 70° 40'49" West, for a distance of 139.88 feet;
North 79° 38'38" West, for a distance of 60.66 feet;
North 02° 19'14" West, for a distance of 103.20 feet;
North 57° 03'11" West, for a distance of 51.44 feet;
South 72° 07'04" West, for a distance of 75.19 feet;
North 76° 44'25" West, for a distance of 54.20 feet;
South 72° 06'16" West, for a distance of 92.62 feet;
South 73° 43'45" West, for a distance of 67.95 feet;
North 84° 26'40" West, for a distance of 90.84 feet;
South 79° 47'16" West, for a distance of 96.95 feet;
North 83° 45'07" West, for a distance of 32.95 feet;
South 62° 57'59" West, for a distance of 54.72 feet;
North 79° 36'21" West, for a distance of 53.18 feet;
North 67° 45'22" West, for a distance of 28.74 feet;
South 51° 52'42" West, for a distance of 107.35 feet;

THENCE, North 34° 07'12" West, departing said creek and continuing along said south line, for a distance of 437.24 feet, to a 1/2 inch iron rod found;

THENCE, North 34° 07'12" West, for a distance of 195.14 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 38° 16'50" West, for a distance of 526.16 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 60° 06'58" East, for a distance of 131.41 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 38° 16'50" West, for a distance of 46.89 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", at the point of curvature of a curve to the right, having a radius of 325.00 feet, a central angle of 13° 53'51";

THENCE, along said curve to the right for an arc distance of 78.83 feet (Chord Bearing North 31° 19'54" West- 78.64 feet), to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 60° 06'58" East, for a distance of 176.50 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 01° 10'42" East, for a distance of 483.80 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 69° 39'32" East, for a distance of 22.43 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", on a curve to the right, having a radius of 455.00 feet, a central angle of 28° 48'26";

THENCE, along said curve to the right for an arc distance of 228.77 feet (Chord Bearing North 13° 36'49" West - 226.36 feet), to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", at the point of tangency;

THENCE, North 00° 47'24" East, for a distance of 340.71 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 13° 55'57" West, for a distance of 50.00 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 76° 04'03" East, for a distance of 21.70 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", at the point of curvature of a curve to the left, having a radius of 1250.00 feet, a central angle of 03° 21'51";

THENCE, along said curve to the left for an arc distance of 73.40 feet (Chord Bearing North 74° 23'08" East - 73.39 feet), to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 17° 17'48" West, for a distance of 107.10 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 65° 21'21" West, for a distance of 31.63 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", on a non-tangent curve to the right, having a radius of 1179.00 feet, a central angle of 07° 02'23";

THENCE, along said curve to the right for an arc distance of 144.86 feet (Chord Bearing South 75° 37'26" West - 144.77 feet), to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, South 89° 13'29" West, for a distance of 59.92 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", on a non-tangent curve to the right, having a radius of 1170.00 feet, a central angle of 05° 27'13";

THENCE, along said curve to the right for an arc distance of 111.37 feet (Chord Bearing South 84° 45'39" West - 111.32 feet), to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, South 44° 42'21" West, for a distance of 16.99 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 89° 12'36" West, for a distance of 10.74 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", in the east line of Wildcat Way (60' R.O.W.);

THENCE, North 00° 47'16" East, along said east line, for a distance of 10.74 feet, to a 1/2 inch iron rod found;

THENCE, North 44° 28'08" East, continuing along said east line, for a distance of 35.83 feet, to a 1/2 inch iron rod found in the south line of said First Street, being on a curve to the left, having a radius of 1145.00 feet, a central angle of 50° 27'37";

THENCE, along the south line of said First Street and with said curve to the left for an arc distance of 1008.40 feet (Chord Bearing North 62° 45'29" East - 976.12 feet), to a 1/2 inch iron rod found at the point of tangency;

THENCE, North 37° 31'40" East, continuing along said south line, for a distance of 100.34 feet, to a 1/2 inch iron rod found at the point of curvature of a curve to the right, having a radius of 1055.00 feet, a central, angle of 07° 09'13";

THENCE, continuing along said south line and with said curve to the right for an arc distance of 131.72 feet (Chord Bearing North 41° 06'17" East 131.63 feet), to the POINT OF BEGINNING and containing 48.923 acres of land.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS that I, WARREN L. CORWIN, 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 properly placed under my personal supervision, in accordance with the Subdivison regulations of the Town of Prosper, Texas.

_____
WARREN L. CORWIN
R.P.L.S. No. 4621

THE 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 WARREN L. CORWIN, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this_____day of_____, 2023.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF COLLIN §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
THAT, HUNT WANDERING CREEK LAND, LLC., acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as WANDERING CREEK, an addition to the Town of Prosper, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. The HUNT WANDERING CREEK LAND, LLC. does herein certify the following:

1. The streets and alleys are dedicated for street and alley purposes.

2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.

3. The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated on this plat.

4. No buildings, fences, trees, shrubs or other improvements or growths 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.

5. The Town of Prosper is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.

6. 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 public utilities being subordinate to the public's and Town of Prosper's use thereof.

7. The Town of Prosper and public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.

8. 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 procuring permission from anyone.

9. All modifications to this document shall be by means of plat and approved by the Town of Prosper.

10. 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 one (1) 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.

DRAINAGE AND DETENTION EASEMENT
This plat is hereby adopted by the Owners and approved by the Town of Prosper (Called "Town") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns: The Portion of Block H, as shown on the plat is called "Drainage and Detention Easement" The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement, The Town will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstructions to the natural flow or storm water run-off shall be permitted by construction of any type of building, fence or any other structure within the Drainage and Detention Easement, as herein above defined, unless approved by the Town Engineer. Provided, however, it is understood that in the event it becomes necessary for the Town to erect of consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by drainage in or adjacent to the subdivision, then in such event, the Town shall have the right to enter upon the Drainage and Detention 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 Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and 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 natural drainage through the Drainage and Detention Easement is 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 such damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure or structures, within the Easement.

LANDSCAPE EASEMENT
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 Town may require any similar or additional restrictions at its sole discretion. The sole responsibility for maintenance and replacement of landscape materials thereof shall be borne by any "homeowners" association hereafter established for the owners of lots in this subdivision and/or the owners 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 Prosper, as presently in effect or as may be hereafter amended. This provision may be enforced by specific performance or by any other remedy allowed by law. This Landscape Easement shall be void of utilities and drainage and other elements unless otherwise approved on the plat.

ACCESS EASEMENT

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.

DRAINAGE & FLOODWAY EASEMENT
This plat is hereby adopted by the Owners and approved by the Town of Prosper (Called "Town") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns: The Portion of Block G, as shown on the plat is called "Drainage and Floodway 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 be responsible for the maintenance and operation or said creek or creeks or for any damage to private property or personthat results for the flow of water along said creek, of 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 in order to improve the storm drainage that may be occasioned by streets and alleys in or adjacent to the subdivision, then in such event, the To wn 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, and 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 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 failure of any structure or structures, within the natural drainage channels. Building areas outside the Drainage and Floodway Easement line shall be filled to a minimum elevation as shown on the plat. The minimum floor elevation for each lot shall be as shown on the plat.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Prosper, Texas.
WITNESS, my hand, this the_____ day of _____, 2023.
BY:
HUNT WANDERING CREEK LAND, LLC.

_____

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 me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the_____day of _____, 2023.

_____
Notary Public, State of Texas

CERTIFICATE OF APPROVAL

Approved this_____day of_____,2023 by the Planning & Zoning Commission of the Town of Prosper, Texas.

_____Town Secretary

_____Engineering Department

_____Development Services Department

CASE* DEVAPP-23-0156

FINAL PLAT
OF

WANDERING CREEK PHASE I

LOTS 1-18, BLOCK A
LOTS 1-13, BLOCK B
LOTS 1-13, BLOCK C
LOTS 1, & 22-27, BLOCK D
LOTS 1-44, BLOCK E
LOTS 1-11, BLOCK F
LOTS 1-12, BLOCK G
LOT 1, BLOCK I
TOTAL LOTS 118
TOTAL RESIDENTIAL LOTS 110
TOTAL OPEN SPACE LOTS 8
TOTAL GROSS ACRES 48.923
TOTAL NET ACRES 38.665
TOTAL ROW ACRES 8.912 OR 388218.22 SQ. FT.

OUT OF THE

LARKIN McCARTY SURVEY, ABSTRACT NO. 600
JEREMIAH HORN SURVEY, ABSTRACT NO. 411

IN THE

TOWN OF PROSPER
COLLIN COUNTY, TEXAS

OWNER/APPLICANT
HUNT WANDERING CREEK LAND, LLC.
1330 AVENUE OF THE AMERICAS, 28TH FLOOR
NEW YORK, NY 10019

PREPARED BY
CORWIN ENGINEERING, INC.
200 W. BELMONT, SUITE E
ALLEN, TEXAS 75013
972-396-1200
WARREN CORWIN

SEPTEMBER 2023

SHEET 3 OF 3

Historic Tree Removal (591 Harrison Lane)

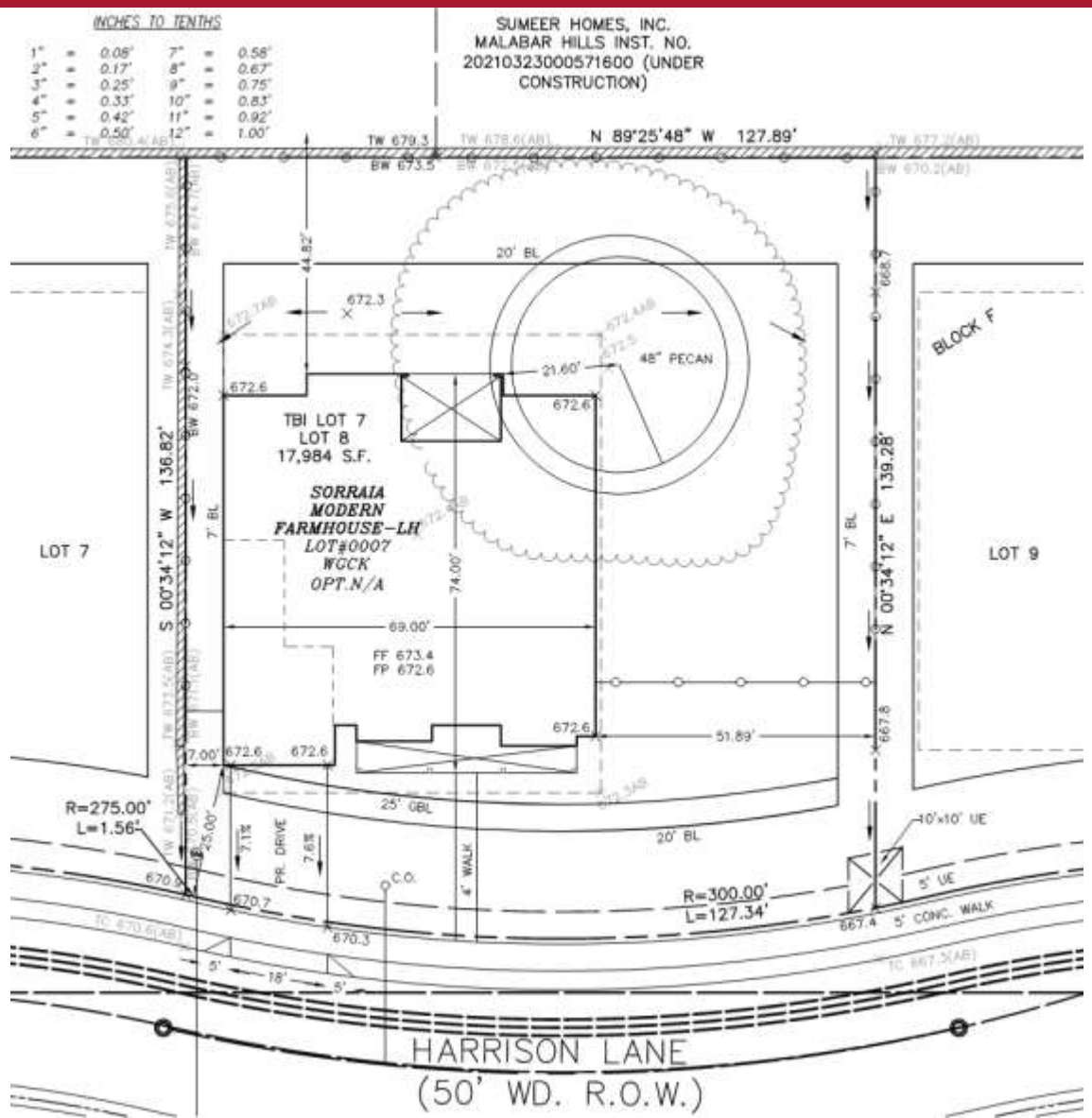
Background

Purpose:

- Removal of a historic tree due to the construction of a single-family home with a front facing garage.
    - The home was intended to be constructed with a 20-foot front building line.
    - The attached front facing garage requires the home to have a 25-foot front building line.

Determination:

- The increased setback pushed the foundation of the home within six feet of the tree.
- The foundation's proximity to the tree has caused root damage that will result in the death of the tree.


INCHES TO TENTHS
1" = 0.08" 7" = 0.58"
2" = 0.17" 8" = 0.67"
3" = 0.25" 9" = 0.75"
4" = 0.33" 10" = 0.83"
5" = 0.42" 11" = 0.92"
6" = 0.50" 12" = 1.00"
SUMEER HOMES, INC.
MALABAR HILLS INST. NO.
20210323000571600 (UNDER CONSTRUCTION)
N 89°25'48" W 127.89'
TBI LOT 7
LOT 8
17,984 S.F.
SORRAIA
MODERN
FARMHOUSE-LH
LOT#0007
WGCK
OPT.N/A
LOT 7
LOT 9
BLOCK F
S 00°34'12" W 136.82'
N 00°34'12" E 139.28'
20' BL
25' GBL
7' BL
48" PECAN
21.60'
74.00'
69.00'
51.89'
44.82'
FF 673.4
FP 672.6
R=275.00'
L=1.56'
R=300.00'
L=127.34'
PR. DRIVE
7.11%
7.61%
4' WALK
C.O.
10'x10' UE
5' UE
5' CONC. WALK
HARRISON LANE
(50' WD. R.O.W.)



Tree Mitigation Requirements

Historic Trees:

- Exceed 40-Caliper Inch Diameter
- Removal Requires Town Council Approval
- 400 Percent Mitigation Rate

Tree Credit:

- Credit received for the initial preservation of the tree will be paid back on top of the mitigation fee.

Required Mitigation:

- 76 Replacement Trees or Fee of $39,655 (Developer Opting to Pay Fee)

Tree Mitigation Calculation

Historic Tree Removal:

- 52.9 (Historic Tree Caliper Inches) x 4 (400% Mitigation Rate) = 211.6 (Caliper Inches Required)
- 211.6 (Caliper Inches Required) / 3 (Average Caliper Inches Per Tree) = 71 (Replacement Trees)
- 211.6 (Caliper Inches Required) x 175 (Rate) = $37,030 (Fee In Lieu of Tree Replacement)

Preserved Tree Credit:

- 1 Positive Credit = 1 Tree (3 Caliper Inches)
- 52.9 Caliper Inches (Historic Tree) = 5 Positive Credits (Trees Greater Than 24 Caliper Inches)
- 5 (Positive Credits) x 3 (Average Caliper Inches Per Tree) = 15 (Caliper Inches Credited)

Tree Mitigation Calculation Cont.

Tree Credit Reclamation:

- 15 (Caliper Inches Credited) / 3 (Average Caliper Inches Per Tree) = 5 (Replacement Trees)
- 15 (Caliper Inches Required) x 175 (Rate) = $2,625 (Fee In Lieu of Replacement)

Totals:

- 71 (Historic Tree) + 5 (Reclaimed Credit) = **76** (Total Number of Replacement Trees)
- $37,030 (Historic Tree) + $2,625 (Reclaimed Credit) = **$39,655** (Total Fee for Removal of Tree)

**** The total amount owed to the Town ($39,655.00) is in an escrow account awaiting a final decision from Town Council. ****

TOWN OF PROSPER
A Place Where Everyone Matters

PLANNING

To: **Mayor and Town Council**

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

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager

Re: **Planned Development for Bella Prosper**

Town Council Meeting – October 14, 2025

Strategic Visioning Priority: 3. Commercial Corridors are ready for Development

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Agenda Item:
Conduct a Public Hearing and consider and act upon a request to rezone 61.7± acres from Agricultural and Planned Development-71 to a Planned Development allowing for Mixed-Use Development, located on the south side of First Street and 1,550± feet east of Legacy Drive. (ZONE-24-0025)

Town Staff is requesting this item be tabled to the Town Council meeting on November 11, 2025.

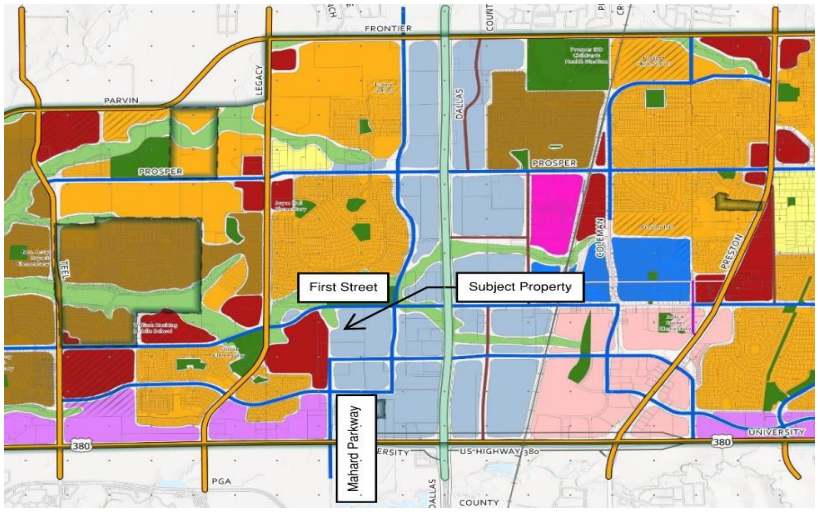
Background:
On May 6, 2025, the Planning & Zoning Commission held a work session regarding this case. Additionally, on May 13, 2025, the Town Council held a work session regarding this case.

The applicant has made the following modifications to the proposal:

- Reduction of the number of multifamily dwellings from 550 to 435.
- Reduction of the number of townhome units from 94 to 88.
- Addition of curvilinear streets within the townhome section.
- Removal of second hotel to accommodate more restaurants and retail near amphitheater.
- Reconfiguration of assisted living building and full-service hotel to face the amphitheater area.

Future Land Use Plan:
The Future Land Use Plan recommends the Dallas North Tollway District.

- The Dallas North Tollway District recommends the most intense land uses within the Town. Mixed-use development containing a mixture of office, retail, and residential uses is encouraged. Additionally, mixed-use loft/apartments are identified as the most appropriate residential use within the district.





Zoning:
The property is zoned Agricultural and Planned Development-71.

Thoroughfare Plan:
This property has direct access to First Street and future Mahard Parkway.

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

Hike & Bike Trail:
The Hike & Bike Trail Master Plan requires a ten-foot hike and bike trail along future Lovers Lane.

Budget Impact:
There is no budgetary impact affiliated with this item.

Legal Obligations and Review:
Notification was provided as required by the Zoning Ordinance and state law. Staff has not received any response to the proposed zoning request to date.

Attached Documents:
1. Aerial & Zoning Maps
2. Future Land Use Exhibit
3. Exhibit A-1 – Written Metes and Bounds
4. Exhibit A-2 – Boundary Exhibit
5. Exhibit B – Letter of Intent
6. Exhibit C – Development Standards
7. Exhibit D – Conceptual Plan
8. Exhibit E – Development Schedule
9. Exhibit F – Elevations
10. Exhibit G – Open Space Plan
11. Draft Development Agreement
12. PowerPoint Slides

Description of Agenda Item:
The purpose of this request is to rezone the property from Agricultural and Planned Development-71 to a Planned Development allowing for mixed-use development. The Planned Development

establishes two subdistricts, Neighborhood and Retail, with residential uses in one and commercial uses in the other. In the Neighborhood Subdistrict, the intent is to construct a maximum of 435 multifamily units and 88 townhomes units. In the Retail Subdistrict, the intent is to construct a maximum of 249 assisted living units and other various commercial uses including a full-service hotel, restaurants, and retail.

Compatibility:

This zoning change would not be out of character with the existing area due to compatibility with the surrounding properties. The adjacent vacant property to the east is a Planned Development (PD-41) that allows for mixed-use development including multifamily. The adjacent vacant property to the south is also in a Planned Development (PD-71); however, this property will be rezoned in the future due to part of its boundary being included in the proposed rezoning request. Additionally, the adjacent vacant property shares the same Future Land Use designation as the property in the proposed rezoning request; therefore, it should ultimately develop in a similar fashion. Lastly, the residential subdivision to the north, Star Trail, is not directly adjacent to the property as it is separated by a thoroughfare, First Street. The proposed zoning change is compatible with the current zoning districts and Future Land Use Plan designations of immediately adjacent property and the impact of residential adjacency concerns to the subdivision to the north is mitigated by the thoroughfare between the properties.

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

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Agricultural and Planned Development-71	Vacant	Dallas North Tollway District
North	Planned Development-66 (Star Trail)	Single-Family Residential	Medium Density Residential
East	Planned Development-41 (Multifamily)	Vacant	Dallas North Tollway District
South	Planned Development-71 (Single Family-10)	Vacant	Dallas North Tollway District
West	Commercial	Community Center (Children's Hunger Fund)	Retail & Neighborhood Services

NEIGHBORHOOD SUBDISTIRCT

District Regulations:

The Neighborhood Subdistrict allows for both townhomes and multifamily. In comparison with the Zoning Ordinance standards, the permitted density for townhomes in the proposed development will be reduced from ten units per acre to eight units per acre with 88 units in total. The front setback for townhomes will be reduced by five feet from 25 feet to 20 feet while the rear setback will be increased by five feet from 20 feet to 25 feet. Additionally, the maximum height for townhomes will be increased by five feet from 40 feet to 45 feet.

The permitted density for multifamily in the proposed development is 435 units. The maximum height for multifamily structures will be reduced by three stories from eight stories to five stories. Additionally, the maximum lot coverage for multifamily will be increased from 45% to 80%.

The district regulations for both townhomes and multifamily within the Planned Development compared to the regulations in the Townhome and Multifamily Districts in the Zoning Ordinance are shown below.

Townhome District

	Townhome District Regulations (Zoning Ordinance)	**Proposed Regulations (Townhome District)**
Maximum Permitted Density	**Units Per Acre:** 10	**Units Per Acre:** 8
Size of Yards	**Front:** 25’ **Side:** 0’ (Unit to Unit) 10’ (End of Structure) 15’ (Adj. to Side Street) 20’ (Structure to Structure) **Rear:** 20’	**Front:** 20’ **Side:** 0’ (Unit to Unit) 10’ (End of Structure) 15’ (Adj. to Side Street) 20’ (Structure to Structure) **Rear:** 25’
Size of Lots	**Area:** 2,500 SF **Width:** 20’ **Depth:** 100’	**Area:** 2,500 SF **Width:** 20’ **Depth:** 100’
Minimum Dwelling Area	**Size:** 1,000 SF	**Size:** 1,000 SF
Maximum Height	**Stories:** 2.5 (Max. of 40’)	**Stories:** 3 (Max. of 45’)
Lot Coverage	**Maximum:** 55%	**Maximum:** 55%
Minimum Usable Open Space	**Minimum:** 20%	**Minimum:** 20%

Multifamily District

	Multifamily District Regulations (Zoning Ordinance)	**Proposed Regulations (Multifamily District)**
Density	**Dwelling Units:** Determined w/ Development	**Dwelling Units:** 435
Size of Yards	**Front:** Determined w/ Development **Side:** Determined w/ Development	**Front:** 50’ **Side:** 25’ 50’ (Adj. to Thoroughfare)

	Rear: Determined w/ Development	**Rear:** 25’
Size of Lots	**Area:** Determined w/ Development **Width:** Determined w/ Development **Depth:** Determined w/ Development	**Area:** 1 Acre **Width:** 100’ **Depth:** 150’
Minimum Dwelling Area	**Size (1-2 Bedrooms):** 850 SF **Size (3+ Bedrooms):** 850 + 150 SF (Each Room)	**Size (1-2 Bedrooms):** 850 SF **Size (3+ Bedrooms):** 850 + 150 SF (Each Room)
Maximum Height	**Stories:** 8’ (Max. of 110’)	**Stories:** 5
Lot Coverage	**Maximum:** 45%	**Maximum:** 80%
Minimum Usable Open Space	**Minimum:** 30%	**Minimum:** 30% (Consolidated in District)
Building Configuration	**Design:** Wrap-Around Configuration	**Design:** Wrap-Around Configuration
First Floor	**Minimum Height:** 14’	**Minimum Height:** 14’
Garage Height	**Maximum Height:** Height of Exterior Building	**Maximum Height:** Height of Exterior Building

Uses:
The list of permitted uses within the Neighborhood Subdistrict of this Planned Development is shown below.

- By Right:
  - Mobile Food Vendor
  - Multifamily Dwelling
  - Park or Playground
  - Townhome (Single Family Dwelling, Attached)

Open Space:
The open space standards within the Neighborhood Subdistrict of this Planned Development require a minimum of 20% open space for townhomes, and it must be located within the townhome area. Additionally, a minimum of 30% open space is required for multifamily development; however, it can be incorporated with the entire development, excluding the townhome area.

RETAIL SUBDISTRICT

District Regulations:
The Retail Subdistrict allows for commercial use within this Planned Development including 249 assisted living units. The floor area ratio for all buildings will be increased from 0.4:1 to 0.8:1 and some uses will be permitted to exceed the maximum building height of two stories, including assisted living and full-service hotels. Buildings utilized for assisted living are permitted to be a

maximum of five stories and full-service hotels are permitted to be a maximum of eight stories. Additionally, the regulations listed for full-service hotels match the requirements set forth in the Zoning Ordinance.

The district regulations for the Retail Subdistrict within the Planned Development compared to the regulations in the Retail District in the Zoning Ordinance are shown below.

	Retail District Regulations (Zoning Ordinance)	**Proposed Regulations (Retail District)**
Size of Yards	**Front:** 30’ **Side:** 0’ (Attached, Separate Lots) 15’ (Adj. to Commercial) 30’ (Adj. to Thoroughfare) 30’ (1-Story Adj. to Res.) 60’ (2-Story Adj. to Res.) **Rear:** 0’ (Attached, Separate Lots) 15’ (Adj. to Commercial) 30’ (1-Story Adj. to Res.) 60’ (2-Story Adj. to Res.)	**Front:** 30’ **Side:** 0’ (Attached, Separate Lots) 15’ (Adj. to Commercial) 30’ (Adj. to Thoroughfare) 30’ (1-Story Adj. to Res.) 60’ (2-Story Adj. to Res.) **Rear:** 0’ (Attached, Separate Lots) 15’ (Adj. to Commercial) 30’ (1-Story Adj. to Res.) 60’ (2-Story Adj. to Res.)
Size of Lots	**Area:** 10,000 SF **Width:** 100’ **Depth:** 100’	**Area:** 10,000 SF **Width:** 100’ **Depth:** 100’
Maximum Height	**Stories:** 2 (Max. of 40’)	**Stories:** 2 (Max. of 40’)
Lot Coverage	**Maximum:** 40%	**Maximum:** 40%
Floor Area Ratio	**Maximum:** 0.4:1	**Maximum:** 0.8:1

Uses:

The list of permitted uses within the age-restricted single-family residential section of this Planned Development is shown below.

- By Right:
  - Administrative, Medical, or Professional Office
  - Alcoholic Beverage Sales
  - Antique Shop
  - Assisted Care or Living Facility
  - Automobile Paid Parking Lot/Garage
  - Automobile Parking Lot/Garage
  - Bank, Savings and Loan, or Credit Union
  - Beauty Salon/Barber Shop (Incidental Use)
  - Big Box

- Business Service
- Catering
- Child Care Center, Incidental
- Farmer's Market
- Food Truck Park (Special Events Only)
- Furniture, Home Furnishings and Appliance Store
- Governmental Office
- Gymnastics/Dance Studio
- Health/Fitness Center
- Hotel, Full Service
- House of Worship
- Insurance Office
- Meeting/Banquet/Reception Facility
- Mobile Food Vendor
- Multifamily Dwelling
- Museum/Art Gallery
- Park or Playground
- Print Shop (Minor)
- Restaurant
- Retail/Service Incidental
- Retail Stores and Shops
- School, Private or Parochial
- School, Public
- Theater, Neighborhood
- Theater, Regional
- Veterinarian Clinic and/or Kennel, Indoor
- Wireless Communications and Support Structures

- By Specific Use Permit:
  - Commercial Amusement, Indoor
  - Restaurant (Drive-Through)

Open Space:
A minimum of seven percent of open space is required for each lot in the Retail Subdistrict; however, it can be incorporated with the entire development, excluding the townhome area. The open space, as shown on the Conceptual Plan, will consist of a centrally located amphitheater area and a water feature.

GENERAL REGULATIONS (BOTH SUBDISTRICTS)

Architectural Standards:
The architectural standards within this Planned Development are shown below.

- Building Materials:
  - Primary Materials (Min. of 75%)
    - Brick
    - Cementitious Panel System (Max. of 35%)
    - Glazing (Curtain and Window Wall)
    - Stone (Natural or Manufactured)
  - Secondary Materials (Max. of 25%)

        - Clapboard Siding
        - Metal Panel Systems
        - Resin-Impregnated Wood Panel System
        - Stucco (Three-Coat)

    - First Floor of Buildings
        - Masonry Cladding (Min. of 90%)
        - Metal Panel Systems (Non-Residential Uses Only)

    - Multifamily Buildings
        - Brick
        - Cementitious Panel System
        - Stone (Natural or Manufactured)

    - Office Buildings
        - Decorative or Enhanced Concrete Tilt Wall (Maximum of 60%)
        - Primary Materials
        - Secondary Materials

- Building Design:

    - Articulation
        - Articulation will be accentuated by the inclusion of architectural building features, awnings or canopies, or different building materials and is required where retail or service uses take place on the first floor of a building and building façades front both streets and driveways.

    - Awnings, Canopies, and Overhangs
        - Awnings and canopies will be comprised of materials that are complimentary to the building.

    - Doors and Windows
        - Windows will be transparent on 30% of ground floor façade areas facing open space or right-of-way and 20% of upper floor façade areas facing right-of-way.

    - Embellishments and Mechanical Equipment
        - Architectural embellishments and mechanical equipment may extend 20 feet above the building height provided they are setback at a distance equal to their height or are integral parts of the building façade.

    - Entries
        - Entries will be highlighted using building articulation and entry canopies.

    - Façade Composition
        - Façade compositions will consist of architecturally compatible multi-tenant storefronts, defined and articulated building entrances, and accentuated and unique features for “feature buildings” located at the intersection of streets.

    - Height
        - Hotel: Minimum of Four Stories
        - Multifamily: Minimum of Three Stories

        - Office: Minimum of Two Stories
        - Restaurant/Retail: Minimum of One Story
        - Townhome: Minimum of Two Stories

    - Parking Structures
        - Parking structures will have horizontal and vertical articulation, clearly marked entries and exits for vehicles and pedestrians, and architectural finishes compatible to surrounding buildings if visible from the street.

    - Projections
        - Projections into Fire, Access, Utility, and Drainage Easements (F.A.U.D.E.) are permitted if there are no encroachments into building setbacks, extensions over public right-of-way, and extensions over public utilities located within a fire lane or public utility easement.

    - Roof Form
        - Roofs will be flat or low-pitched (2.5:12 or lower) with parapets.

Triggers:
The triggers within this Planned Development are shown below.

- Trigger One:
    - The full length of Mahard Parkway, as shown on the conceptual plan, will be constructed with the townhome section.

- Trigger Two:
    - A minimum of 50,000 square feet of commercial development will be constructed prior to the construction of the multifamily.

Phasing:
The phasing within this Planned Development is shown below.

- Phase 1
    - Tract 1: Restaurant
    - Tract 2: Restaurant
    - Tract 3: Townhomes
        - Mahard Parkway Right-Of-Way Dedication
        - Townhome Street Dedication
    - Tract 4: Bank, Restaurant/Retail, and Retail

- Phase 2
    - Tract 6: Multifamily and Restaurant/Retail
    - Tract 7: Full-Service Hotel

- Phase 3
    - Portion of Tract 5: Assisted Living and Office

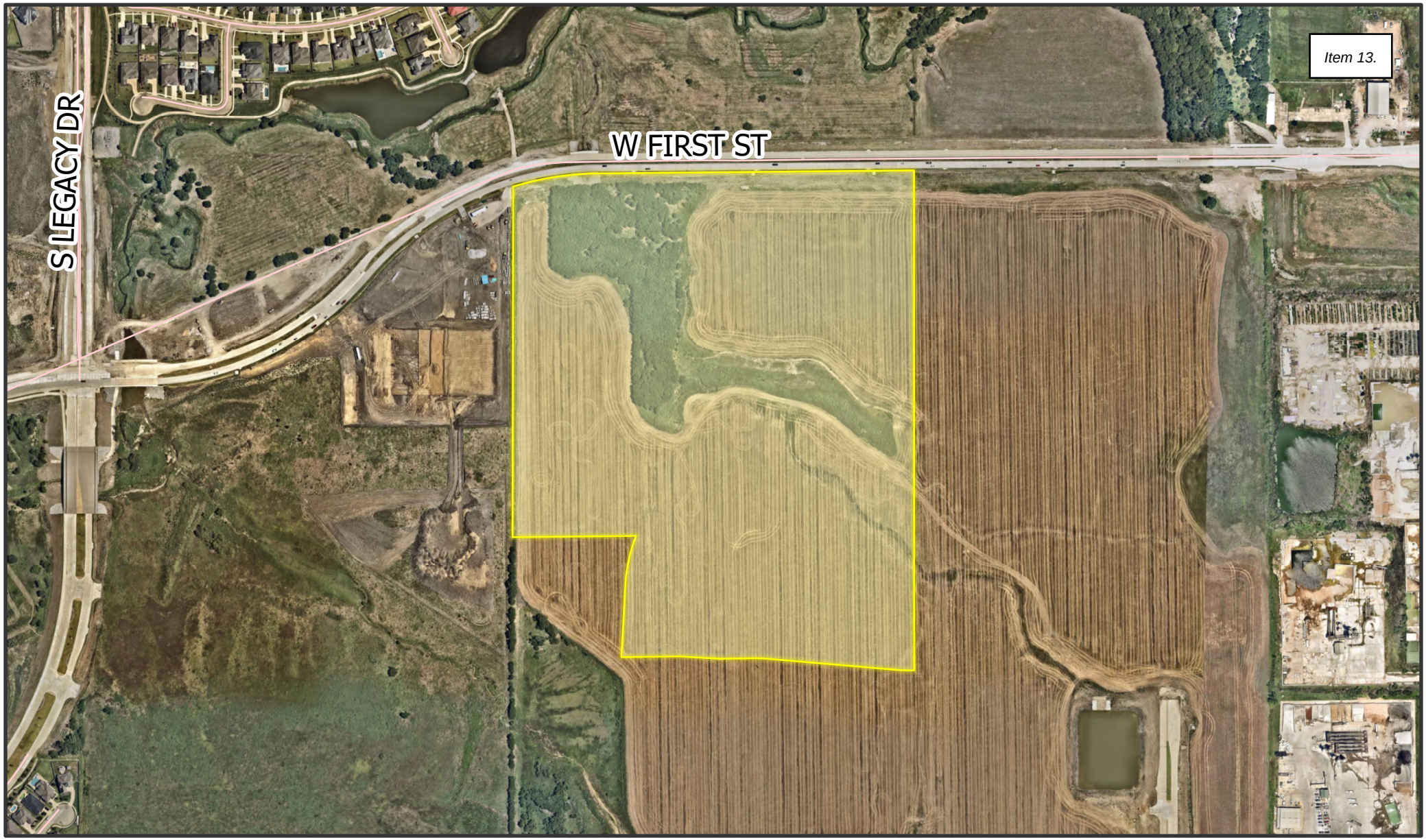
- Phase 4
    - Portion of Tract 5: Restaurant and Restaurant/Retail

- Phase 5
    - Portion of Tract 5: Office and Restaurant/Retail

Town Staff Recommendation:
The proposed zoning request is compliant with the Future Land Use Plan. Additionally, it is compatible with immediately adjacent properties due to similar zoning districts and Future Land Use designations. For these reasons, Town Staff recommends approval of the request to rezone 61.7± acres from Agricultural and Planned Development-71 to a Planned Development allowing for Mixed-Use Development, located on the south side of First Street and 1,550± feet east of Legacy Drive.

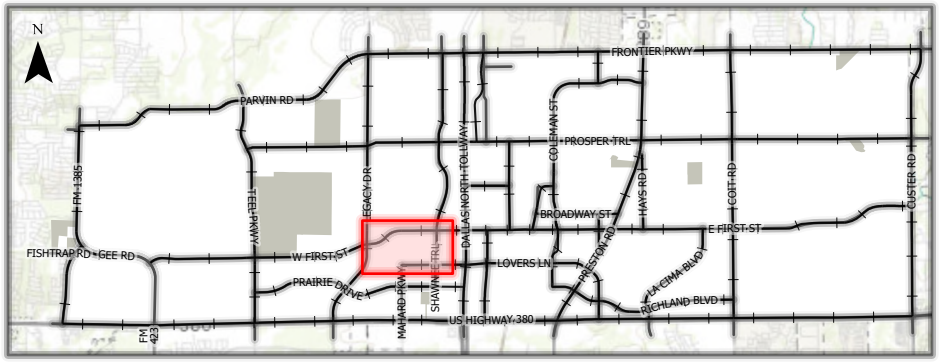
Planning & Zoning Recommendation:
The Planning & Zoning Commission unanimously recommended approval of this item by a vote of 5-0 at their meeting on September 15, 2025. The Commission supported this item due to adjustment to the proposal based on feedback from previous work sessions, compliance with the Future Land Use Plan, and the overall aesthetic quality of the development.

Proposed Motion:
I move to approve/deny the request to rezone 61.7± acres from Agricultural and Planned Development-71 to a Planned Development allowing for Mixed-Use Development, located on the south side of First Street and 1,550± feet east of Legacy Drive.



TOWN OF PROSPER

0 305 610 1,220 Feet

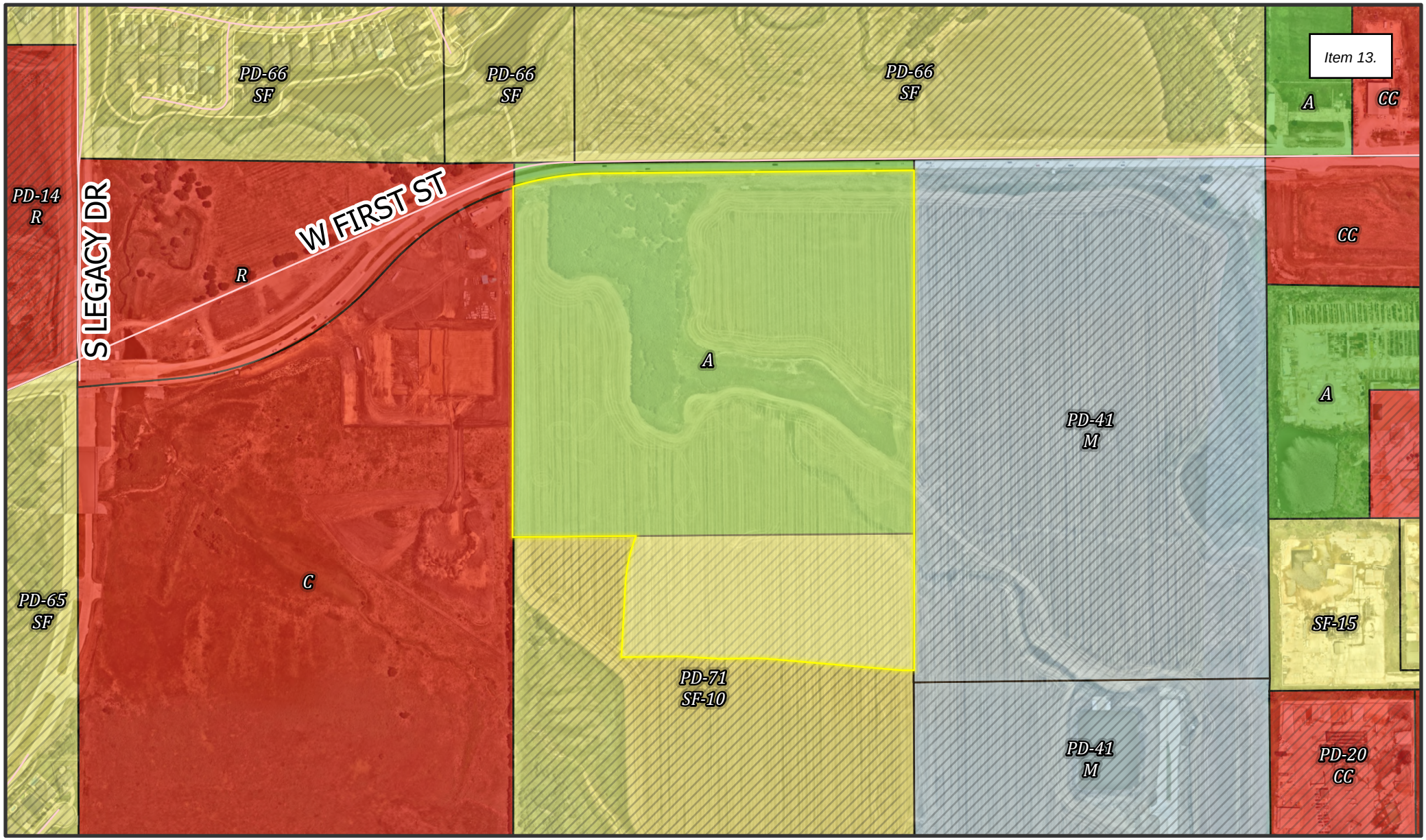


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ZONE-24-0025

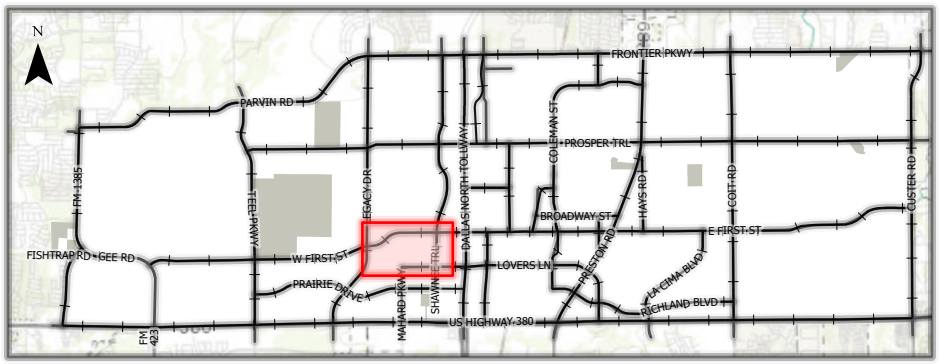
Bella Prosper

Planned Development



TOWN OF PROSPER

0 305 610 1,220 Feet



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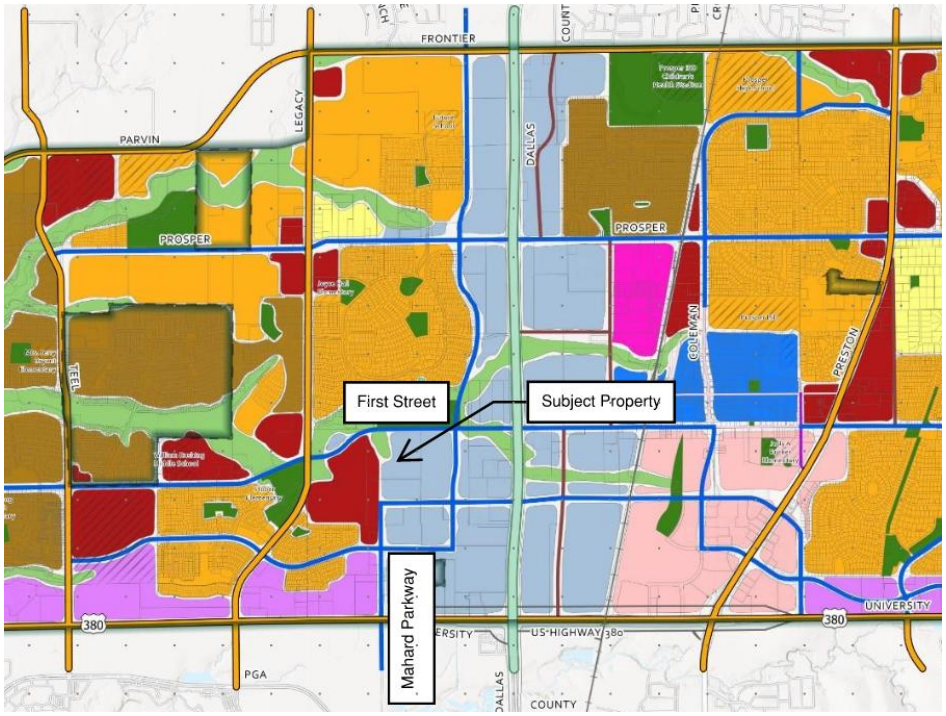
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Bella Prosper

Planned Development

Future Land Use Exhibit

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Retail & Neighborhood Services
- Business Park
- Old Town District
- Town Center
- Dallas North Tollway, Dedicated Truck Route
- 6 Lane Divided
- 4 Lane Divided
- Commercial Collector
- 3 Lane Undivided Couplet
- Access Roads
- Old Town Roads
- Dallas North Tollway District
- US Highway 380 District
- Parks
- Floodplain
- School District Properties
- Town Limits
- ETJ



ZONE 24-0025

EXHIBIT A-1: WRITTEN METES AND BOUNDS

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas, and being all of a called 48.090 acre tract of land described in a Special Warranty Deed with Vendor's Lien to Prosper Prairie LLC, as recorded in Instrument No. 2023000090239 of the Official Public Records of Collin County, Texas, being all of a called 6.217 acre tract of land described as Tract 1 and all of a called 5.875 acre tract of land described as Tract 2 in a Special Warranty Deed with Vendor's Lien to PTP Retail Holdings LLC, as recorded in Instrument No. 2023000113173 of the Official Public Records of Collin County, Texas, and being a portion of a called 1.686-acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, recorded in Instrument No. 20220209000224300, said Official Public Records, same being a portion of First Street (Country Road No. 3), a variable width right of way, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said 48.090 acre tract, common to the northwest corner of a called 11.859 acre tract of land as described in a deed to Mahard Resorts LLC, as recorded in Instrument No. 2023000090178 of the Official Public Records of Collin County, Texas, same being on the easterly line of a called 78.483 acre tract of landas described in a Special Warranty Deed with Vendor's Lien to Legacy and First LP, as recorded in Instrument No. 20200618000919920 of the Official Public Records of Collin County, Texas;

THENCE North 00°05'43" East, along the westerly line of said 50.02 acre tract and the easterly line of said 78.483 acre tract, passing at a distance of 1331.33 feet the southwest corner of said 1.686 acre tract on the southerly right of way line of said First Street, and continuing along the same course, along the westerly line of said 1.686 acre tract and crossing said First Street, for a total distance of 1378.32 feet to a point for corner in the centerline of said First Street, and at the beginning of a non-tangent curve to the right with a radius of 1,190.00 feet, a central angle of 15°11'21", and a chord bearing and distance of North 81°17'10" East, 314.55 feet, from which, a 1/2 iron rod with busted plastic cap found for the northwest corner of said 1.686 acre tract bears North 00°05'43" East, 44.60 feet;

THENCE in an easterly direction departing the westerly line of 1.686 acre tract, along the centerline of said First Street and crossing said 1.686 acre tract, with said non-tangent curve to the right, an arc distance of 315.47 feet to a point for corner on the northerly line of said 1.686 acre tract and the southerly line of a called 1.325 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211228002596420 of the Official Public Records of Collin County, Texas;

THENCE North 89°26'15" East, along the northerly line of said 1.686 acre tract and the southerly line of said 1.325 acre tract, and continuing along the centerline of said First Street, a distance of 1210.98 feet to 1/2 inch iron rod found for the northeast corner of said 1.686 acre tract, common to the southeast corner of said 1.325 acre tract, the southwest corner of a called 1.377 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211228002596590 of the Official Public Records of Collin County,

Texas, and the northwest corner of a called 1.377 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211015002111910 of the Official Public Records of Collin County, Texas;

THENCE South 00°00'23" East, departing the centerline of said First Street, along the easterly line of said 1.686 acre tract, the easterly line of said 48.090 acre tract, the easterly line of said Tract 2, the westerly line of said 1.377 acre tract and the westerly line of a called 188.635 acre tract of land described in a Trustee's Deed and Bill of Sale to M.A.H.G. Partnership, as recorded in Instrument No. 20100601000545080 of the Official Public Records of Collin County, Texas, a distance of 1943.66 feet to the southeast corner of said Tract 2, from which, a 1/2 inch iron rod with plastic cap stamped “RPLS 6677” found for witness bears South 77°06’ East, a distance of 0.24 feet;

THENCE South 89°22'36" West, departing the westerly line of said 188.635 acre tract and along the southerly line of said Tract 2, a distance of 19.32 feet to a point at the beginning of a tangent curve to the right with a radius of 505.00 feet, a central angle of 05°32'47", and a chord bearing and distance of North 87°51'01" West, 48.87 feet;

THENCE in a westerly direction continuing along the southerly line of said Tract 2, with said tangent curve to the right, an arc distance of 48.89 feet to a point for corner;

THENCE North 85°04'37" West, continuing along the southerly line of said Tract 2 and along the southerly line of said Tract 1, a distance of 484.73 feet to a point at the beginning of a tangent curve to the left with a radius of 595.00 feet, a central angle of 05°32'47", and a chord bearing and distance of North 87°51'01" West, 57.58 feet;

THENCE in a westerly direction continuing along the southerly line of said Tract 1, with said tangent curve to the left, an arc distance of 57.60 feet to a point for corner;

THENCE South 89°22'36" West, continuing along the southerly line of said Tract 1, a distance of 130.29 feet to a point for corner;

THENCE North 86°48'19" West, continuing along the southerly line of said Tract 1, a distance of 150.32 feet to a point for corner;

THENCE South 89°22'35" West, continuing along the southerly line of said Tract 1, a distance of 222.35 feet to a point for the southwest corner of said Tract 1, being on the easterly line of a called 11.859 acre tract of land described in a deed to Mahard Resorts LLC, as recorded in Instrument No. 2023000090178 of the Official Public Records of Collin County, Texas;

THENCE North 03°10'52" East, along the westerly line of said Tract 1 and the easterly line of said 11.859 acre tract, a distance of 287.00 feet to a point at the beginning of a non-tangent curve to the right with a radius of 580.00 feet, a central angle of 17°41'25", and a chord bearing and distance of North 12°54'09" East, 178.37 feet;

THENCE in a northerly direction continuing along the westerly line of said Tract 1 and the easterly line of said 11.859 acre tract, with said non-tangent curve to the right, an arc distance

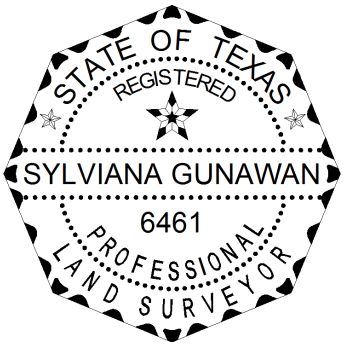
of 179.08 feet to the northwest corner of said Tract 1, common to the northeast corner of said 11.859 acre tract, being on the southerly line of aforesaid 48.090 acre tract;

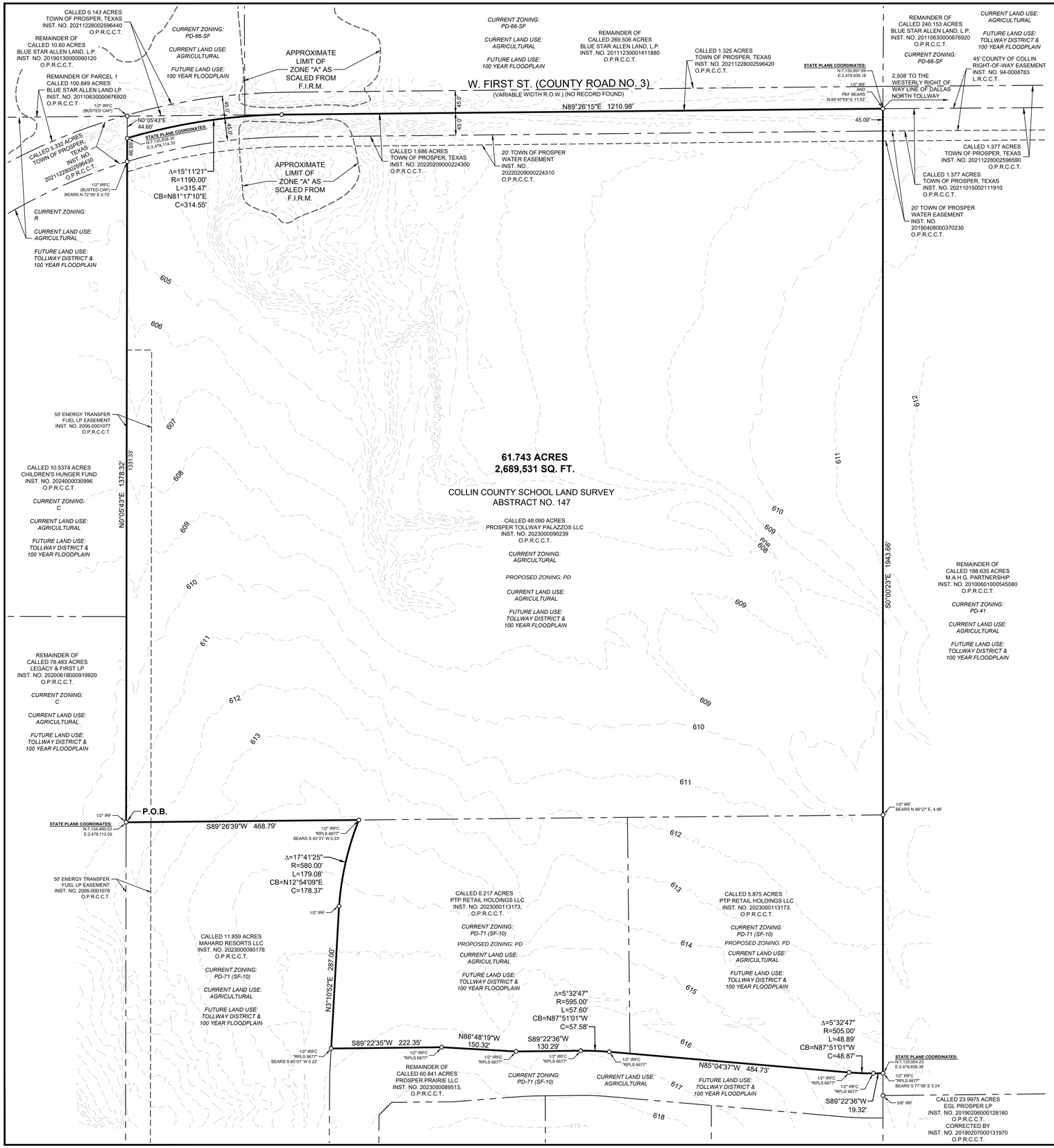
THENCE South 89°26'39" West, along the southerly line of said 48.090 acre tract and the northerly line of said 11.859 acre tract, a distance of 468.79 feet to the **POINT OF BEGINNING** and containing 61.743 acres (2,689,531 square feet) of land, more or less.

Bearing system based on the south line of Prosper Center Block B, Lot 1R and 2 as recorded in Doc. No. 2016-241 P.R.D.C.T.

03/04/2025

Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Ph. 972-335-3580
sylviana.gunawan@kimley-horn.com





DESCRIPTION OF SURVEYED PROPERTY:

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas, and being all of a called 48.090 acre tract of land described in a Special Warranty Deed with Vendor's Lien to Prosper Prairie LLC, as recorded in Instrument No. 20230000090239 of the Official Public Records of Collin County, Texas, being all of a called 6.217 acre tract of land described as Tract 1 and all of a called 5.875 acre tract of land described as Tract 2 in a Special Warranty Deed with Vendor's Lien to PTP Retail Holdings LLC, as recorded in Instrument No. 20230001131 73 of the Official Public Records of Collin County, Texas, and being a portion of a called 1.686-acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, recorded in Instrument No. 20220209000224300, said Official Public Records, same being a portion of First Street (Country Road No. 3), a variable width right of way, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said 48.090 acre tract, common to the northwest corner of a called 11.859 acre tract of land as described in a deed to Mahard Resorts LLC, as recorded in Instrument No. 2023000090178 of the Official Public Records of Collin County, Texas, same being on the easterly line of a called 78.483 acre tract of landas described in a Special Warranty Deed with Vendor's Lien to Legacy and First LP, as recorded in Instrument No. 20200618000919920 of the Official Public Records of Collin County, Texas;

THENCE North 00°05'43" East, along the westerly line of said 50.02 acre tract and the easterly line of said 78.483 acre tract, passing at a distance of 1331.33 feet the southwest corner of said 1.686 acre tract on the southerly right of way line of said First Street, and continuing along the same course, along the westerly line of said 1.686 acre tract and crossing said First Street, for a total distance of 1378.32 feet to a point for corner in the centerline of said First Street, and at the beginning of a non-tangent curve to the right with a radius of 1,190.00 feet, a central angle of 15°11'21", and a chord bearing and distance of North 81°17'10" East, 314.55 feet, from which, a 1/2 iron rod with busted plastic cap found for the northwest corner of said 1.686 acre tract bears North 00°05'43" East, 44.60 feet;

THENCE in an easterly direction departing the westerly line of 1.686 acre tract, along the centerline of said First Street and crossing said 1.686 acre tract, with said non-tangent curve to the right, an arc distance of 315.47 feet to a point for corner on the northerly line of said 1.686 acre tract and the southerly line of a called 1.325 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211228002596420 of the Official Public Records of Collin County, Texas;

THENCE North 89°26'15" East, along the northerly line of said 1.686 acre tract and the southerly line of said 1.325 acre tract, and continuing along the centerline of said First Street, a distance of 1210.98 feet to 1/2 inch iron rod found for the northeast corner of said 1.686 acre tract, common to the southeast corner of said 1.325 acre tract, the southwest corner of a called 1.377 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211228002596590 of the Official Public Records of Collin County, Texas, and the northwest corner of a called 1.377 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211015002111910 of the Official Public Records of Collin County, Texas;

THENCE South 00°00'23" East, departing the centerline of said First Street, along the easterly line of said 1.686 acre tract, the easterly line of said 48.090 acre tract, the easterly line of said Tract 2, the westerly line of said 1.377 acre tract and the westerly line of a called 188.635 acre tract of land described in a Trustee's Deed and Bill of Sale to M.A.H.G. Partnership, as recorded in Instrument No. 20100601000545080 of the Official Public Records of Collin County, Texas, a distance of 1943.66 feet to the southeast corner of said Tract 2, from which, a 1/2 inch iron rod with plastic cap stamped "RPLS 6677" found for witness bears South 77°06' East, a distance of 0.24 feet;

THENCE South 89°22'36" West, departing the westerly line of said 188.635 acre tract and along the southerly line of said Tract 2, a distance of 19.32 feet to a point at the beginning of a tangent curve to the right with a radius of 505.00 feet, a central angle of 05°32'47", and a chord bearing and distance of North 87°51'01" West, 48.87 feet;

THENCE in a westerly direction continuing along the southerly line of said Tract 2, with said tangent curve to the right, an arc distance of 48.89 feet to a point for corner;

THENCE North 85°04'37" West, continuing along the southerly line of said Tract 2 and along the southerly line of said Tract 1, a distance of 484.73 feet to a point at the beginning of a tangent curve to the left with a radius of 595.00 feet, a central angle of 05°32'47", and a chord bearing and distance of North 87°51'01" West, 57.58 feet;

THENCE in a westerly direction continuing along the southerly line of said Tract 1, with said tangent curve to the left, an arc distance of 57.60 feet to a point for corner;

THENCE South 89°22'36" West, continuing along the southerly line of said Tract 1, a distance of 130.29 feet to a point for corner;

THENCE North 86°48'19" West, continuing along the southerly line of said Tract 1, a distance of 150.32 feet to a point for corner;

THENCE South 89°22'35" West, continuing along the southerly line of said Tract 1, a distance of 222.35 feet to a point for the southwest corner of said Tract 1, being on the easterly line of a called 11.859 acre tract of land described in a deed to Mahard Resorts LLC, as recorded in Instrument No. 2023000090178 of the Official Public Records of Collin County, Texas;

THENCE North 03°10'52" East, along the westerly line of said Tract 1 and the easterly line of said 11.859 acre tract, a distance of 287.00 feet to a point at the beginning of a non-tangent curve to the right with a radius of 580.00 feet, a central angle of 17°41'25", and a chord bearing and distance of North 12°54'09" East, 178.37 feet;

THENCE in a northerly direction continuing along the westerly line of said Tract 1 and the easterly line of said 11.859 acre tract, with said non-tangent curve to the right, an arc distance of 179.08 feet to the northwest corner of said Tract 1, common to the northeast corner of said 11.859 acre tract, being on the southerly line of aforesaid 48.090 acre tract;

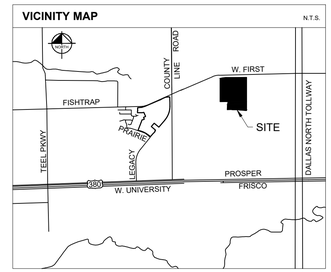
THENCE South 89°26'39" West, along the southerly line of said 48.090 acre tract and the northerly line of said 11.859 acre tract, a distance of 468.79 feet to the **POINT OF BEGINNING** and containing 61.743 acres (2,689,531 square feet) of land, more or less.

Bearing system based on the south line of Prosper Center Block B, Lot 1R and 2 as recorded in Doc. No. 2016-241 P.R.D.C.T.

SYLVIANA GUNAWAN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6461
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
sylviana.gunawan@kimley-horn.com

STATE OF TEXAS
REGISTERED
SYLVIANA GUNAWAN
6461
PROFESSIONAL
LAND SURVEYOR

VICINITY MAP N.T.S.





GRAPHIC SCALE IN FEET
100 0 50 100 200
1" = 100' @ 24X36

LEGEND

	BOUNDARY LINE
	EASEMENT LINE
	PROPERTY LINE
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND WITH CAP
IRSC	IRON ROD SET WITH CAP
NTS	NOT TO SCALE
(C.M.)	CONTROLLING MONUMENT
D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
M.R.C.C.T.	MAP RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
FND.	FOUND
R.O.W.	RIGHT OF WAY

NOTES:

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48085C0230J, for Collin County, Texas and incorporated areas, dated June 02, 2009, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain" and Zone A defined as "Special flood hazard areas (SFHAs) subject to inundation by the 1% annual chance flood (No Base Flood Elevations determined)". If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

Bearing system based on the south line of Prosper Center Block B, Lot 1R and 2 as recorded in Doc. No. 2016-241 P.R.D.C.T.

ZONE-24-0025
EXHIBIT A-2: BOUNDARY EXHIBIT
61.743 ACRES
COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

ENGINEER:
Kimley-Horn and Assoicates, Inc.
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
Contact : David Upton, P.E.

SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Parkway, Suite 210
Frisco, Texas 75035
Phone 972-335-3580
Contact: Sylviana Gunawan, RPLS

OWNER:
PROSPER TOLLWAY PALAZZOS LLC
8105 Rasor Blvd., Suite 299
Plano, Texas 75024
469-982-4300
Contact: Naseem Shaik

OWNER:
PTP Retail Holdings LLC
8105 Rasor Blvd., Suite 299
Plano, Texas 75024
469-982-4300
Contact: Naseem Shaik

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Tel. No. (972) 335-3580
FIRM # 10193822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SG	KHA	08/12/2025	068303300	1 OF 1

I:\NAME: K:\FR_SURVEY\063222313-STANDRIDGE 50 ACRES\DWG\063222313-STANDRIDGE 50 ACRES-PD EXHIBIT A.DWG PLOTTED BY GUNAWAN, SYLVIANA 3/4/2025 3:22 PM LAST SAVED 1/23/2025 3:36 PM

ZONE-24-0025
EXHIBIT B
STATEMENT OF INTENT

Development of Bella Prosper, this Planned Development (PD) District, will follow the regulations outlined within the Development Standards (Exhibit C) and meet the intent of the Concept Plan that is attached as Exhibit D and the permitted uses as noted herein.

The Property is shown on the Town's Future Land Use Map to be within the Dallas North Tollway District and is a proposed, planned development intended to provide for, and encourage development of, a cohesive master planned community that allows for the flexibility of land uses within. The vision for the property is to have a pedestrian oriented community of compatible mix of residential and commercial land uses. The development will utilize the natural drainage way that bisects the Property as an amenity for the community by creating an expanse of open space and water feature for the overall development to use. This will be a development that provides a sense of place to live, work, and play within the Town of Prosper.

The PD is a district that accommodates planned associations of uses developed as integral land use units such as commercial or service centers, shopping centers, residential developments of multiple or mixed housing (townhome, assisted living and multi-family product), or any appropriate combination of uses that may be planned, developed, or operated as integral land use units either by a single owner or a combination of owners.

Additionally, the standards are intended to promote an efficient, pedestrian-access network that connects the residential units to the commercial parcels. The planned development generally addresses the physical relationship between development and adjacent properties, public streets, neighborhoods, and the natural environment. This is accomplished by the following:

- Utilizing the natural drainage-way path that bisects the property as a focal point of open space and water feature in the heart of the development; and

- Ensuring buildings relate appropriately to surrounding developments and streets which create cohesive visual identity and attractive street scenes; and

- Ensuring site design promotes efficient pedestrian and vehicle circulation patterns; and

- Ensuring the creation of high-quality street and sidewalk environments that are supportive of pedestrian mobility and that are appropriate to the roadway context.

The use provisions define land uses and the siting and character of the improvements and structures allowed on the land in a manner that encourages a balanced and sustainable mix of uses. These uses may be combined either vertically in the same building, or horizontally in multiple buildings, or through a combination of the two as depicted on the Concept Plan.

ZONE-24-0025
EXHIBIT C
DEVELOPMENT STANDARDS

Development within this Planned Development (PD) District will conform to the development standards of the development standards of its specified subdistrict (Neighborhood or Retail) and will follow the additional regulations outlined below and meet the intent of the Concept Plan that is attached as Exhibit D and the permitted uses as noted herein. All proposed land uses are appropriate for the Dallas North Tollway District and comply with the Town's Future Land Use Plan.

These planned development regulations will hold precedence over any conflicting regulations created by any current or future overlay district, design guidelines and/or the Town's Zoning Ordinance.

Development Plan

Concept Plan:

A. The Property shall be developed in general accordance with the attached Concept Plan set forth in Exhibit D. However, the Concept Plan is illustrative in nature and does not reflect the exact footprint of proposed buildings nor layout of the associated parking.
B. Development Triggers:
    a. The residential portion of the development shall have a maximum of 435 multi-family units, 249 assisted living and 88 townhomes.
    b. The full length of Mahard Parkway (60' ROW), located on the Property and as shown on the concept plan will be built with the townhome development.
    c. A minimum of 50,000 sf of commercial development proposed along First Street must have certificate of occupancy prior to the multi-family commencing vertical construction.
    d. Notwithstanding the aforementioned, phases 2 through 4 shown on Exhibit D, are only provided as estimates of development phasing and buildings with associated parking are fungible within these phases. The market will dictate how development will occur in phases 2 – 4.

Administrative:

A. Amendments to the Concept Plan shall be classified as major or minor.
    a. Minor amendments shall include corrections of distances and dimensions, adjustments of building configuration and placement within the respective sub-district, realignment of drives and aisles, layout of parking, adjustments to open space, landscaping and screening, changes to utilities and service locations which do not substantially change the original plan. The Director of Development Services or his/her designee

may approve a minor amendment administratively or if they deem the changes to be a Major Amendment, send to the Planning and Zoning Commission and Town Council for consideration.

b. Major amendments shall include a change in permitted land uses or any modification to development standards outlined herein. Major amendments will be considered by the Planning & Zoning Commission and Town Council.

1 SECTION 1: NEIGHBORHOOD SUB-DISTRICT

1.1 General Description

The neighborhood sub-district is identified as the core of the development and will provide a mix of residential uses that are consistent with the Town's Future Land Use Plan and the Dallas North Tollway District. This district is meant to provide the residents of Prosper a denser residential product, concentrated in the center of the project along an amenitized open space with neighboring retail zones supported by the thoroughfares.

1.2 Permitted Uses

The following uses are allowed by right with a maximum of 88 townhomes, 249 assisted living units and 435 multi-family units. Other uses may be allowed, as allowed within the specific zoning district of the Zoning Ordinance, or as provided for with the zoning permitted uses of the Planned Development.

1.2.1 TH - Townhome District

(1) General Description

(a) The Townhome District will provide for development of attached residential dwelling units in structures accommodating three to eight units. This district is a high-density district, not to exceed eight units per gross acre (8 UPA). The standards in this district are intended to promote stable, quality multiple occupancy residential development at increased densities. Other uses, such as parks, trails, open spaces or community gather spaces, will be provided to maintain a balanced, orderly, convenient and attractive sense of place for the residents.

(2) Regulations

(a) **Maximum Permitted Density**: Eight (8) units per acre.

(b) **Size of Yards**:

(i) **Minimum Front Yard** — 20 feet.

(ii) **Minimum Side Yard** — Zero feet for the side of a unit that is attached to another unit.

a. Ten feet for the side of a unit at the end of the structure; 15 feet on corner lot adjacent to side street.

b. Each townhome should be constructed on a single lot. No multiple townhomes on a single lot permitted.

(iii) **Minimum Rear Yard** — 25 feet.

(c) **Size of Lots**:

a. **Minimum Lot Area** — 2,500 square feet per dwelling unit.
b. **Minimum Lot Width** — 20 feet per dwelling unit.
c. **Minimum Lot Depth** — 100 feet.

(d) **Minimum Dwelling Area**: 1,000 square feet.

(e) **Maximum Height**: Forty-five (45) feet (as measured from the finish floor to the top plate), or three (3) stories.

(f) **Lot Coverage**: 55 percent.

(g) **Minimum Open Space**: 20 percent. The open space shall be located on the Townhome development. Open space areas can be less than 20,000 square feet but not less than 10,000 square feet minimum.

1.2.2 Multi-Family District (MF)

(1) General Description

(a) The Multi-Family District (MF) will provide for development of high density attached residential dwelling units, not to exceed the total allowable number of 435 multi-family units. The standards in this district are intended to promote stable, quality multiple occupancy residential development at high densities. Other uses, such as religious and educational facilities, parks, and open spaces may be provided for to maintain a balanced, orderly, convenient, and attractive residential area. This zoning district is appropriate for the Dallas North Tollway District as shown on the Town's Future Land Use Plan.

(b) First Floor: The height of the first floor to bottom of the second floor structure shall be a minimum fourteen (14') in height where ground floor retail is provided. The first floor of the building may be used for either residential use or retail.

(c) Ground floor retail is required in those locations of the multi-family buildings (up to a maximum of 50% of the net rentable ground floor square footage) as shown on the Concept Plan. Retail use for the sake of this subsection may include Leasing Center, Beauty salon, Barber shop, commercial amusement (indoor), furniture / home furnishings store, gymnastics/ dance studio, health / fitness center, museum / art gallery, restaurant (without drive-thru / drive-in service), retail store and shops, retail service incidental use, and theatre.

(2) Regulations

(a) **Maximum Number of units:** 435 multi-family units

(b) **Size of Yards**:

(i) **Minimum Front Yard** — 50 feet along rights-of-way.
(ii) **Minimum Side Yard** — 25 feet
(iii) **Minimum Rear Yard** — 25 feet

(c) **Size of Lots**:
a. **Minimum Lot Area** — one acre.
b. **Minimum Lot Width** — 100 feet.
c. **Minimum Lot Depth** — 150 feet.

(d) **Minimum Dwelling Area**:
(i) **One or two bedroom** – 850 square feet
(ii) **Additional bedrooms** – 150 square feet per additional bedroom.

(e) **Minimum Height**: Three (3) stories.
(f) **Maximum Height**: Five (5) stories.
(g) **Lot Coverage**: 80 percent.
(h) **Minimum Open Space**: 30 percent. Open space does not need to be located on each multifamily lot and can be consolidated with the overall district.
(i) **Parking**: minimum 1.7 spaces per unit.

2 SECTION 2: RETAIL SUB-DISTRICT

2.1 Retail District

(1) General Description

(a) The Retail District is established to provide locations for various types of general retail and service uses for one or more neighborhoods. Developments within a Retail District should utilize established landscape and buffering requirements.

(2) Regulations

(a) Size of Yards:
(i) **Minimum Front Yard** — 30 feet.
(ii) **Minimum Side Yard**:
a. Fifteen feet adjacent to a nonresidential district. The minimum side yard setback may be eliminated for attached retail buildings on separate lots as shown on an approved site plan.
b. Thirty feet for a one story building adjacent to a residential district and 60 feet for a two-story building adjacent to a residential district.
c. Thirty feet adjacent to a street.
(iii) **Minimum Rear Yard**:
a. Fifteen feet adjacent to a nonresidential district. The minimum side yard setback may be eliminated for attached retail buildings on separate lots as shown on an approved site plan.

b. Thirty feet for a one story building adjacent to a residential district and 60 feet for a two-story building adjacent to a residential district.

(b) Size of Lots:

a. **Minimum Size of Lot Area** — 10,000 square feet.
b. **Minimum Lot Width** — 100 feet.
c. **Minimum Lot Depth** — 100 feet.

(c) Maximum Height: Two (2) stories.

(d) Lot Coverage: 40 percent.

(e) Floor Area Ratio (FAR): Maximum 0.8:1.

(f) Minimum Open Space: Seven (7) percent and can be consolidated with overall district

(g) Landscape Buffer

- Landscape buffer should follow Town Ordinance.

(3) Hotel Regulations

(a) Hotel, Full Service. Full Service Hotel developments shall be subject to the following development standards:

(i) External balconies and walkways shall be set back 200 feet from any residential zoning district in place at the time of this ordinance's approval.

(ii) Shall provide management staff on-site 24 hours a day.

(iii) Shall provide at least four amenities from the list below:

- Indoor/outdoor pool
- Spa/Sauna
- Weight Room/Fitness Center
- Playground
- Sports Court
- Game Room
- Jogging Trail

(iv) Shall provide a full service restaurant offering three meals a day.

(v) Shall provide a minimum total of 10,000 square feet of meeting/event space.

(vi) No more than 5% of the total number of guest rooms shall have cooking facilities.

(vii) All room units must be accessed through an internal hallway, lobby or courtyard.

(viii) Hotel building height:

i. Minimum: four (4) stories
ii. Maximum: eight (8) stories

Permitted Uses on the Property

The following business establishments shall be permitted on the Property: Items listed are allowed by right; Designation by, (S) - permitted by special use permit.

Schedule of Permitted Business Establishments
Neighborhood District:
Townhome
Multifamily
Mobile food vendor
Park or playground
Retail District:
Administrative, medical, insurance or professional office
Alcoholic Beverage Sales
Antique shop
Assisted Care or Living Facility
Automobile paid parking lot/garage
Automobile parking lot garage
Bank, savings and loan, or credit union
Beauty salon / Barber shop as an incidental use
Big box
Business service
Catering business
Childcare center, incidental (care of children of employees in the building)
Commercial amusement, indoor (S)
Farmers Market
Food truck park (only for special events)
Furniture, home furnishings and appliance store
Government office
Gymnastics /Dance studio
Health / Fitness center
Hotel, full service
House of worship
Meeting / banquet / reception facility
Mobile food vendor
Multifamily
Museum / art gallery
Park or playground
Print shop, minor

Restaurant without drive-thru or drive in service
Restaurant with drive through service (S)
Retail stores and shops
Retail /service incidental use
School, private or parochial
School, public
Theater, neighborhood
Theater, regional
Veterinary clinic and/or kennel, indoor
Wireless communications and support structures (cell tower)

3 SECTION 3: BUILDING DESIGN STANDARDS

The Building Design Standards and Guidelines for the Bella Prosper District shall establish a coherent urban character and encourage enduring and attractive development, ensuring the preservation, sustainability, and visual quality of this unique environment. Buildings shall be located and designed so that they provide visual interest and create enjoyable, human-scale spaces. The key design principles are:

a. New buildings should utilize building elements and details to achieve a pedestrian-oriented public realm.
b. Compatibility is not meant to be achieved through uniformity, but through the use of variations in building elements to achieve individual building identity.
c. Building facades should include appropriate architectural details and ornamentation to create variety and interest.
d. Open space(s) should be incorporated to provide usable public areas integral to the urban environment.

3.1 General to all Sub-Districts or Tracts

(1) Building Height

(a) Maximum Building Height: Varies. See each land use district.

(b) Architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including spires, belfries, towers, cupolas, domes, and roof forms whose area in plan is no greater than 20% of the first-floor footprint may exceed the height limits by up to twenty (20) feet.

(c) Mechanical equipment, including mechanical/elevator equipment penthouse enclosures, ventilation equipment, antennas, chimneys, exhaust stacks and flues, fire sprinkler tanks, and other similar constructions may extend up to twenty (20) feet above the actual building

height, provided that: 1.) they are setback from all exterior walls a distance at least equal to the vertical dimension that such item(s) extend(s) above the actual building height, or 2.) the exterior wall and roof surfaces of such items that are set back less than the vertical dimension above the actual building are to be constructed as architecturally integral parts of the building façade(s) or as architectural embellishments as described above. Mechanical equipment shall not be visible from the public right-of-way, measured at six (6) feet above finish grade at the Fire, Access, Utility, and Drainage Easement Line.

(2) Minimum Building Height by use type:

(a) Office: two (2) stories.
(b) Multifamily: three (3) stories.
(c) Townhome: two (2) stories.
(d) Hotel: four (4) stories.
(e) Retail/Restaurant: one (1) story.

3.2 Office Design Standards

(1) The ground floor condition for office shall have a minimum of 12 feet ceiling and 14 foot floor to floor.
(2) Decorative or enhanced concrete tilt wall shall be a permitted material for up to sixty percent (60%) of any façade.

3.3 Design of Parking Structures

(1) Above-grade parking structure facades along all rights-of-way shall be designed with both vertical (façade rhythm of 20 feet to 30 feet) and horizontal (aligning with horizontal elements along the block) articulation.
(2) Where above-grade structured parking is located at the perimeter of a building with frontage along any right-of-way, openings in their facades shall not exceed 55% of the façade area. The portion of the parking garage that is visible from the street shall have an architecturally finished façade compatible with the surrounding buildings. Screening may be achieved through the use of louvered, solid or opaque vertical screening elements. Permitted materials shall be metal, glass, pre-cast concrete, masonry or concrete block.
(3) When parking structures are located at corners, corner architectural elements shall be incorporated such as corner entrance, signage, glazing and vertical elements that accentuate the parking structure's vertical circulation.
(4) Entries and exits to and from parking structures shall be clearly marked for both vehicles and pedestrians by materials, lighting, signage, etc., to ensure pedestrian safety on sidewalks.
(5) Parking structure ramps shall not be directly fronting any right-of-way.
(6) Parking Structure Height: No parking structure shall be taller than the primary building it serves.

3.4 Roof Form

(1) Buildings shall have simple, flat fronts with minimal articulations with flat or low-pitched roofs (2.5:12 or lower) with parapets. Corner hip roof elements and gable accents at the parapet may be permitted. Projecting mansard roofs shall not be permitted.

3.5 Façade Composition

(1) Storefronts on facades that span multiple tenants shall use architecturally compatible materials, colors, details, awnings, signage, and lighting fixtures.

(2) Building entrances shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades, and others as appropriate. All building elements should be compatible with the architectural style, materials, colors, and details of the building as a whole. Entrances to upper-level uses may be defined and integrated into the design of the overall building facade.

(3) Buildings shall generally maintain the alignment of horizontal elements along the block.

(4) Corner emphasizing architectural features, pedimented parapets, cornices, awnings, blade signs, arcades, colonnades and balconies may be used along commercial storefronts to add pedestrian interest.

(5) Buildings which are located on axis with a terminating street or at the intersection of streets shall be considered as feature buildings. Such buildings shall be designed with features which take advantage of that location, such as an accentuated entry and a unique building articulation which is offset from the front wall planes and goes above the main building eave or parapet line.

3.6 Windows and Doors

(3) Windows and doors on right-of-way fronting facades (except alleys) shall be designed to be proportional and appropriate to the architectural style of the building. First floor windows shall NOT be opaque, tinted or mirrored glass.

(4) All ground floor front facades of buildings along rights-of-way or Open Space shall have transparent storefront windows covering no less than 30% of the façade area.

(5) Upper floors along rights-of-way shall feature at least 20% transparent windows in each façade. Single tenant retail that are greater than 20,000 sf shall have no less than 20% along their primary front facade.

(6) Windows and doors may require fire ratings depending upon separation per IBC/IFC.

3.7 Building Entries:

(1) Main building entries shall be highlighted using such techniques as building articulation and/or entry canopies so they are obvious to pedestrians and motorists.

(2) Each building and separate lease space at-grade along the street edge shall have a functioning primary entry from the sidewalk. Corner entries may count as a primary entry for both intersecting street fronts.

3.8 Awnings, Canopies, Arcades & Overhangs:

(1) Structural awnings are encouraged at the ground level to enhance articulation of the building volumes.

(2) The material of awnings and canopies shall be architectural materials that complement the building.

(3) Awnings shall not be internally illuminated.

(4) Canopies should not exceed one hundred (100) linear feet without a break of at least five (5) feet.

(5) Canopies and awnings shall respect the placement of street trees and lighting.

3.9 Building Articulation:

(1) That portion of the building where retail or service uses take place on the first floor shall be accentuated by including awnings or canopies, different building materials, or architectural building features.

(2) Building facades fronting both streets and driveways should have massing changes and architectural articulation to provide visual interest and texture and reduce large areas of undifferentiated building facades. Design articulation should employ changes in volume and plane. Architectural elements and moldings that break up the mass of the building are encouraged.

3.10 Building Materials

(1) Brick, natural and manufactured stone, curtain wall and window wall glazing, and cementitious panel system shall be considered primary materials. Primary materials shall comprise of at least 75% of each elevation, exclusive of doors and windows. Where cementitious panel is applied, it shall be limited to no more than 35% of a building's material. Non-primary, or secondary materials, may include three-coat system stucco, resin-impregnated wood panel system, clapboard siding and metal panel systems.

(2) Where multifamily is concerned, primary materials shall be limited to brick, natural and manufactured stone, and cementitious panel system.

(3) Only primary building materials are allowed on the first floor, with the exception of cementitious panels, plus metal panel systems for non-residential uses. For purposes of this section, the first floor shall be at least fourteen (14) feet high and, at a minimum 90% shall be constructed of masonry cladding.

(4) All buildings shall be architecturally finished on all sides with articulation, detailing and features.

(5) Roofing materials visible from any street shall be copper, factory finished standing seam metal, slate, synthetic slate, or similar materials.

3.11 Projections into Setbacks and/or Rights-of-Way:

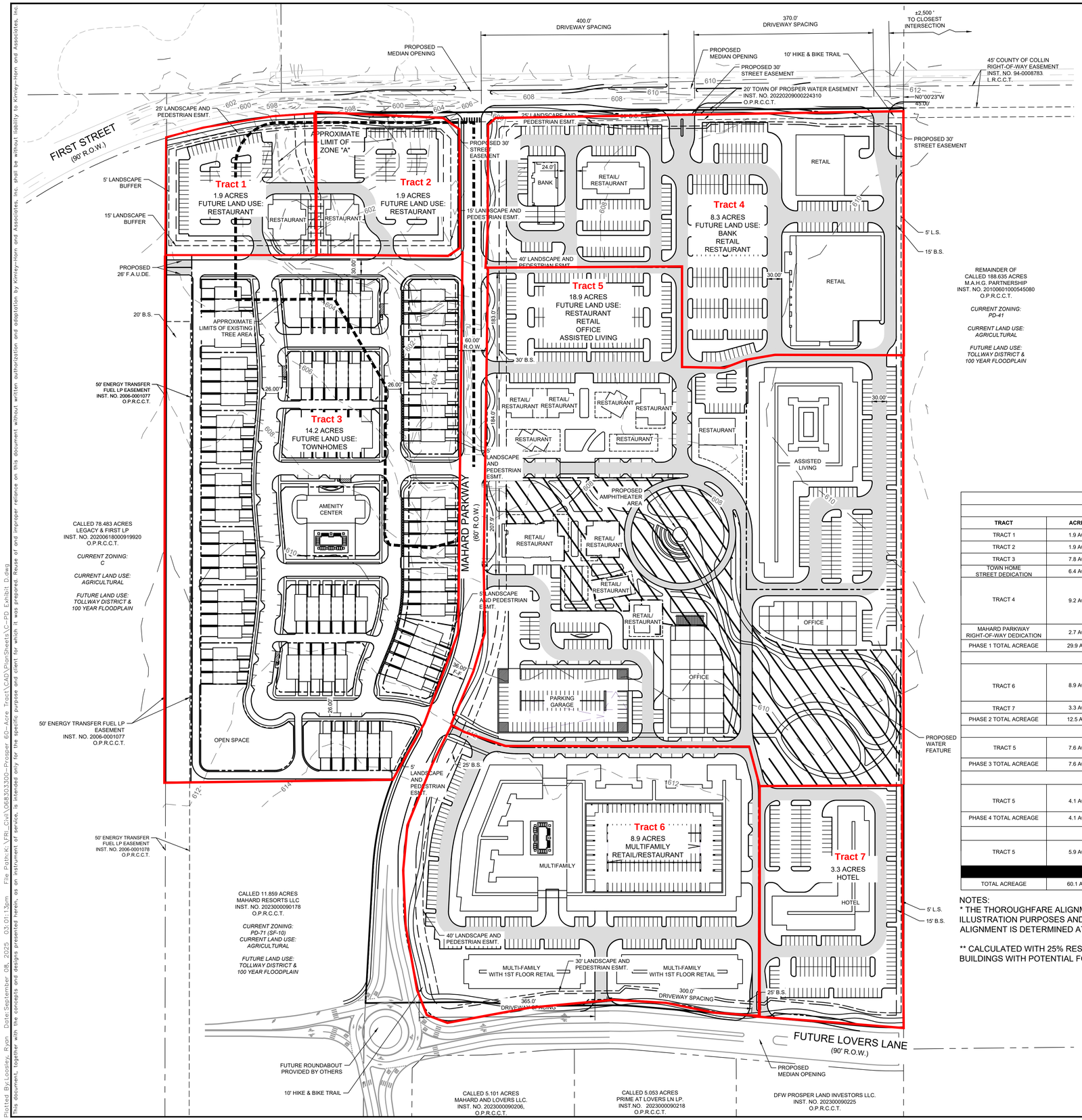
The following projections shall be permitted into a Fire, Access, Utility, and Drainage Easement as allowed below, provided that 1.) no projection shall be permitted into a building setback; 2.) such projections do not extend over public rights-of-way; 3.) the property owner has assumed liability related to such projections; 4.) the property owner shall maintain such projection in a safe and non-injurious manner; 5.) no projections allowed over franchise utility corridors unless the projection is thirteen and one half (13.5) feet above finished grade; and 6.) no projections allowed over public utility where located within a fire lane or public utility easement.

(1) Ordinary building projections, including, but not limited to water tables, sills, belt courses, pilasters, and cornices may project up to twenty-four (24) inches beyond a building face or architectural projection into the setback, but not the Fire, Access, Utility, and Drainage Easement.

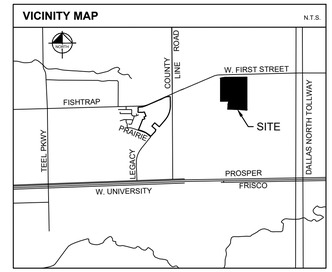
(2) Business signs and roof eaves may project up to ten (10) feet beyond the building face or architectural projection into the setback, but not the Fire, Access, Utility, and Drainage Easement.

(3) Architectural projections, including balconies, bays, towers, and oriels; show windows (1st floor only); below grade vaults and areaways; and elements of a nature similar to those listed; may project up to ten (10) feet beyond the building face into the setback, but not the Fire, Access, Utility, and Drainage Easement.

(4) Canopies and/or awnings may project from the building face over the entire setback. Additionally, they may be extended into the Fire, Access, Utility, and Drainage Easement to be within eight (8) inches of the back of curb if used to provide a covered walkway to a building entrance and as long as any canopy/awning support is no closer than twenty-four (24) inches from the back of curb and does not extend over any fire lane or public utility easement.







LEGEND

- PROPERTY LINE
- SETBACK LINE
- PROPOSED EASEMENT
- PROPOSED F.A.U.D.E.
- EXISTING TREE AREA LIMITS
- PROPOSED FIRE HYDRANT (FH)
- PROGRAMMED OPEN SPACE. THE REST OF OPEN SPACE REQUIREMENT WILL BE MET WITH LANDSCAPE AREA THROUGHOUT SITE EXCLUDING IN AREA IN REQUIRED LANDSCAPE BUFFERS.

NOTES:
1. 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.
2. THIS EXHIBIT DOES NOT INCLUDE COMPLIANCE WITH TOWN FIRE CODE, NOR DOES IT INCLUDE FIRE ACCESS, FIRE HYDRANTS, AND FIRE LANE ARRANGEMENTS. REVIEW OF THE ZONING DOES NOT GRANT OR OTHERWISE PROVIDE SAID APPROVAL TO THE TOWN FIRE CODE. FULL COMPLANCE WILL BE REVIEWED DURING PSP AND SP SUBMITTAL AND MAY REQUIRE THE SITE IS RECONFIGURED AND MODIFIED FROM THAT SHOWN IN THE CONCEPT PLAN AND/OR ZONING EXHIBIT
3. ALL PEDESTRIAN ROUTES AND CROSSINGS ARE CONCEPTUAL IN NATURE AND SHALL MEET TOWN STANDARDS AT TIME OF PRELIMINARY SITE PLAN.
4. TRAFFIC IMPACT ANALYSIS IS UNDER REVIEW AND STILL PENDING APPROVAL. INFORMATION PROVIDED TO DATE IS SUFFICIENT TO ADDRESS ANY LAND USE CONCERNS. HOWEVER FINAL APPROVAL MAY REQUIRE ADDITIONAL PAVING MODIFICATIONS THAT MAY INCLUDE, BUT NOT LIMITED TO, ADDITIONAL OR LONGER TURN LANES, SIGNAL AT MAHARD AND FIRST, OR OTHER TRAFFIC FEATURES.

SITE DATA SUMMARY TABLE

TRACT	ACREAGE	LAND USES	TOTAL BUILDING SQUARE FOOTAGE		REQ. PARKING		PROVIDED PARKING
PHASE 1							
TRACT 1	1.9 ACRES	RESTAURANT	RESTAURANT	5,750 SF	1 SPACE / 75 SF	77 SPACES	91 SPACES
TRACT 2	1.9 ACRES	RESTAURANT	RESTAURANT	5,000 SF	1 SPACE / 75 SF	67 SPACES	81 SPACES
TRACT 3	7.8 ACRES	TOWNHOMES	TOWNHOMES	88 UNITS	----------		176 GARAGE SPACES 62 ONSTREET SPACES
TOWN HOME STREET DEDICATION	6.4 ACRES	----------	----------				
TRACT 4	9.2 ACRES	BANK, RETAIL, RETAIL/ RESTAURANT,	BANK	4,100 SF	1 SPACE / 350 SF	12 SPACES	14 SPACES
			RETAIL	49,000 SF	1 SPACE / 250 SF	196 SPACES	239 SPACES
			RETAIL/RESTAURANT **	7,500 SF	1 SPACE / 150 SF	50 SPACES	92 SPACES
MAHARD PARKWAY RIGHT-OF-WAY DEDICATION	2.7 ACRES	----------	----------		----------		----------
PHASE 1 TOTAL ACREAGE	29.9 ACRES	----------	----------		----------		----------
PHASE 2							
TRACT 6	8.9 ACRES	MULTIFAMILY, RETAIL	MULTIFAMILY (5 STORIES, 59 FEET)	366 UNITS	1.7 SPACES/UNIT	623 SPACES	623 SPACES
			MULTIFAMILY (4 STORIES, 47 FEET)	62 UNITS	1.7 SPACES/UNIT	106 SPACES	106 SPACES
			RETAIL/RESTAURANT **	32,111 SF	1 SPACE / 150 SF	214 SPACES	230 SPACES
TRACT 7	3.3 ACRES	HOTEL	HOTEL (4 STORIES, 56 FEET)	171 ROOMS	1 SPACE / ROOM	171 SPACES	176 SPACES
PHASE 2 TOTAL ACREAGE	12.5 ACRES	----------	----------				
PHASE 3							
TRACT 5	7.6 ACRES	ASSISTED LIVING, OFFICE	ASSISTED LIVING (5 STORIES, 59 FEET)	249 UNITS	1 SPACES/ 5 BEDS	50 SPACES	58 SPACES
			OFFICE (2 STORIES, 28 FEET)	32,500 SF	1 SPACE / 300 SF	108 SPACES	108 SPACES
PHASE 3 TOTAL ACREAGE	7.6 ACRES	----------	----------				
PHASE 4							
TRACT 5	4.1 ACRES	RESTAURANT, RESTAURANT/RETAIL,	RESTAURANT	13,100 SF	1 SPACE / 75 SF	175 SPACES	184 SPACES
			RETAIL/RESTAURANT **	6,000 SF	1 SPACE / 150 SF	41 SPACES	48 SPACES
PHASE 4 TOTAL ACREAGE	4.1 ACRES	----------	----------				
	----------		**PHASE 5**				
TRACT 5	5.9 ACRES	RESTAURANT/RETAIL, OFFICE	RETAIL/RESTAURANT **	18,000 SF	1 SPACE / 150 SF	120 SPACES	122 SPACES
			OFFICE (4 STORIES, 56 FEET)	80,000 SF	1 SPACE / 300 SF	267 SPACES	270 SPACES
TOTAL ACREAGE	60.1 ACRES	----------	----------		----------		----------

NOTES:
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** CALCULATED WITH 25% RESTAURANT AND 75% RETAIL FOR PROPOSED BUILDINGS WITH POTENTIAL FOR EITHER USE

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CONTACT: NASEEM SHAIK

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FRISCO, TX, 75034
PHONE (972) 335-3580
FAX (972) 335-3779
CONTACT: DAVID UPTON, P.E.

EXHIBIT D
CONCEPT PLAN
ZONE-24-0025

61.743 ACRES
COLLIN COUNTY SCHOOL LAND SURVEY
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
PREPARATION DATE: 09/08/2025

No.	REVISIONS	DATE

Kimley»Horn
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PHONE: 972-335-3580
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

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Kimley»Horn
Engineer DAVID UPTON
P.E. No. 149794 Date 09/08/2025

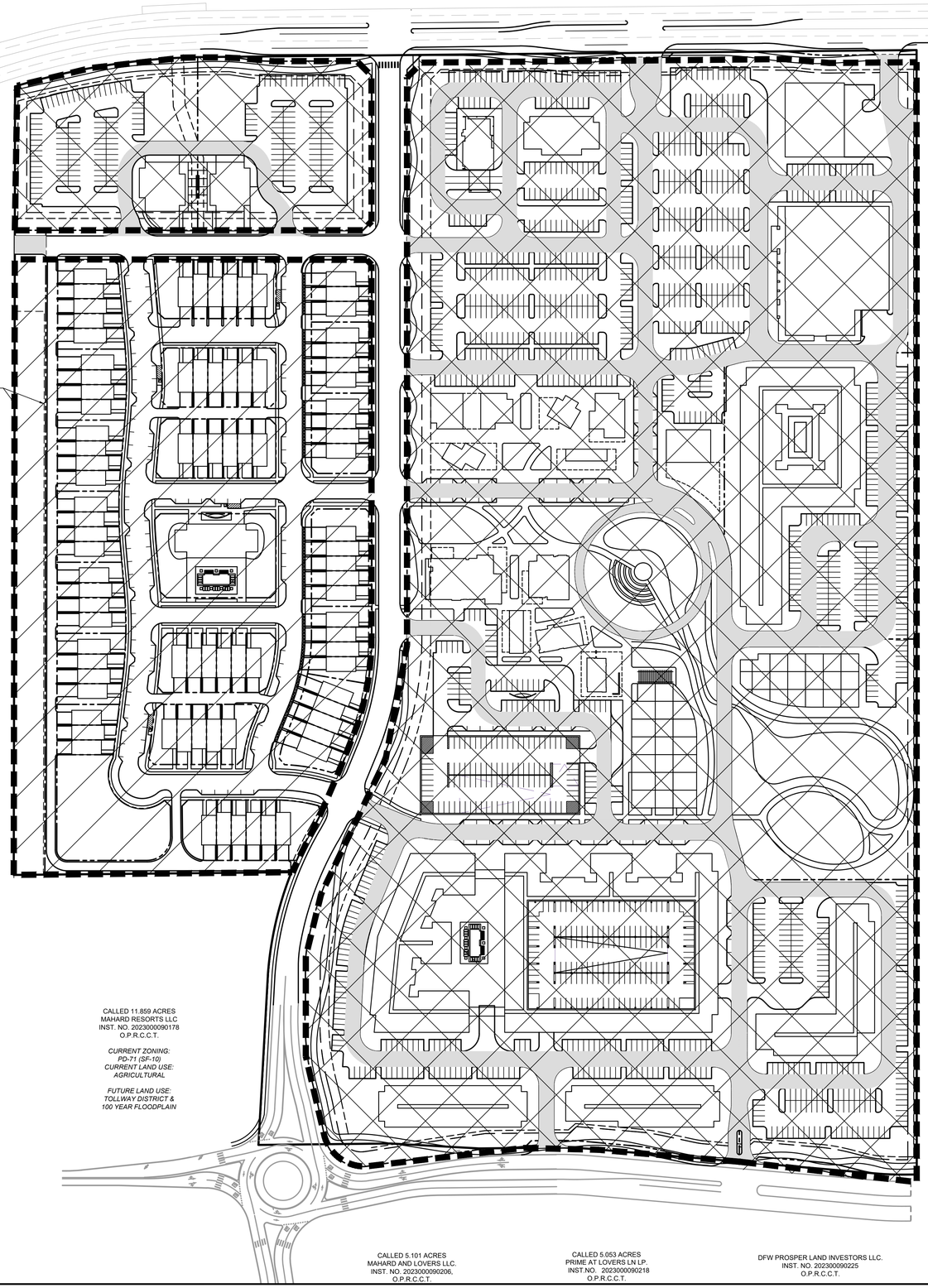
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DESIGNED BY DCU
DRAWN BY DCU
CHECKED BY CAK

EXHIBIT D
CONCEPT PLAN

BELLA PROSPER
TOWN OF PROSPER, TEXAS

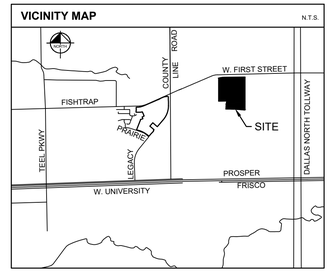
DATE 09/08/25
PROJECT NO. 068303300

Plotted By: Lindsey, Ryan Date: September 08, 2025 03:01:13pm File Path: K:\FRI_Civil\068303300-Prosper 60-Acre Tract\CAD\PlanSheets\C-PD Exhibit D.dwg
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NORTH

GRAPHIC SCALE IN FEET
0 50 100 200
SCALE: 1"=100'



NEIGHBORHOOD SUB-DISTRICT

RETAIL SUB-DISTRICT

Kimley»Horn

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EXHIBIT D
CONCEPT PLAN
ZONE-24-0025

61.743 ACRES
COLLIN COUNTY SCHOOL LAND SURVEY
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
PREPARATION DATE: 09/08/2025

No.	REVISIONS	DATE

Kimley»Horn
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TEXAS REGISTERED ENGINEERING FIRM F-928

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Kimley»Horn
Engineer DAVID UPTON
P.E. No. 149794 Date 09/08/2025

SCALE AS SHOWN
DESIGNED BY DCU
DRAWN BY DCU
CHECKED BY CAK

EXHIBIT D
SUB-DISTRICT PLAN

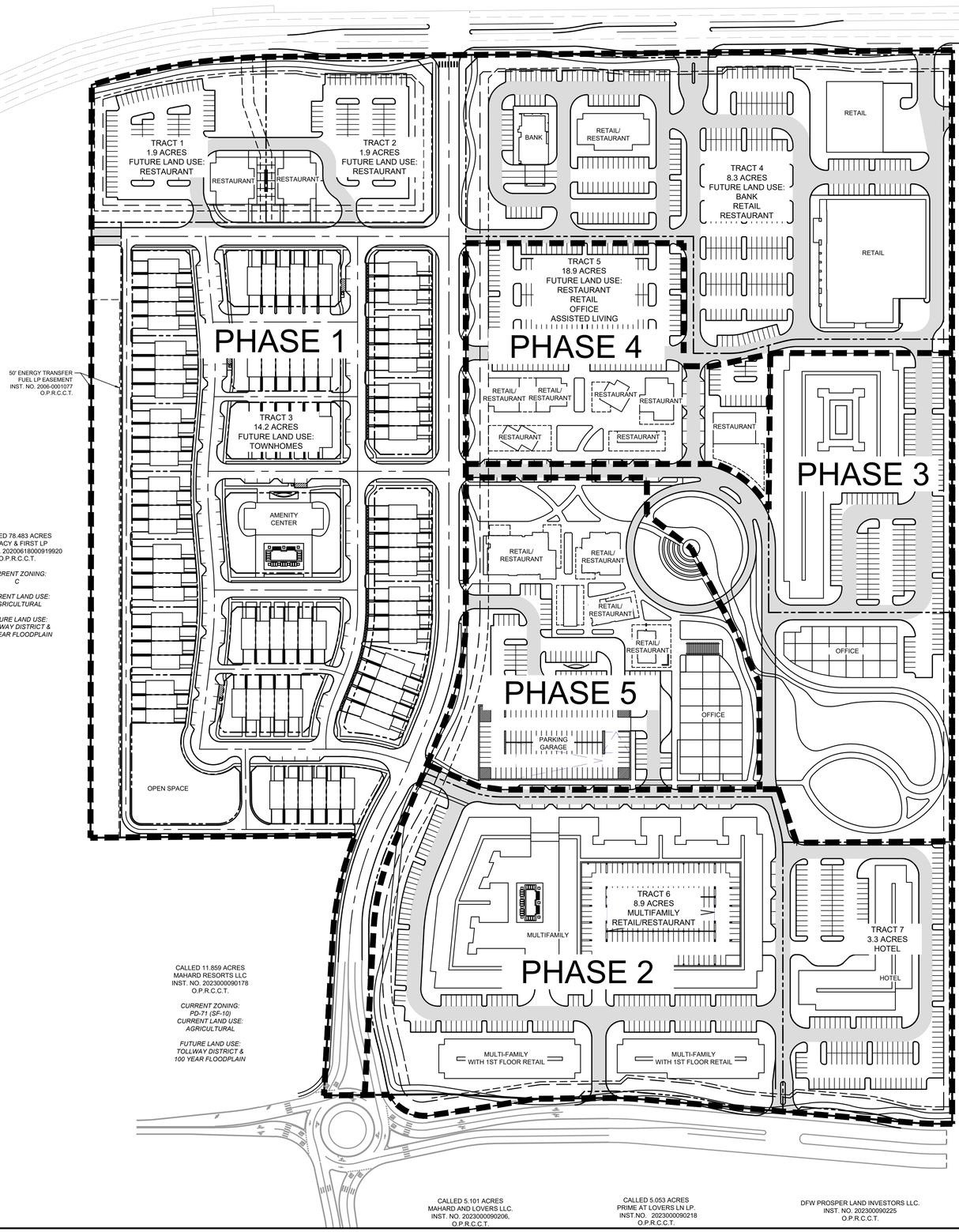
BELLA PROSPER
TOWN OF PROSPER, TEXAS

DATE
09/08/25

PROJECT NO.
068303300

Plotted By: Loosley, Ryan Date: September 08, 2025 08:37:47am File Path: K:\FRI_Civil\068303300-Prosper 60-Acre Tract\CAD\PlanSheets\C-PD Exhibit D.dwg
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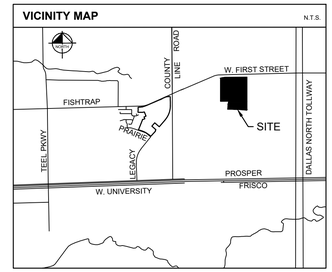




GRAPHIC SCALE IN FEET

0 50 100 200

SCALE: 1"=100'



REMAINDER OF
CALLED 188.635 ACRES
M.A.H.G. PARTNERSHIP
INST. NO. 20100601000545080
O.P.R.C.C.T.

CURRENT ZONING:
PD-41

CURRENT LAND USE:
AGRICULTURAL

FUTURE LAND USE:
TOLLWAY DISTRICT &
100 YEAR FLOODPLAIN

SITE DATA SUMMARY TABLE

TRACT	ACREAGE	LAND USES	TOTAL BUILDING SQUARE FOOTAGE		REQ. PARKING		PROVIDED PARKING
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TRACT 2	1.9 ACRES	RESTAURANT	RESTAURANT	5,000 SF	1 SPACE / 75 SF	67 SPACES	81 SPACES
TRACT 3	7.8 ACRES	TOWNHOMES	TOWNHOMES	88 UNITS	----------		176 GARAGE SPACES 62 ONSTREET SPACES
TOWN HOME STREET DEDICATION	6.4 ACRES	----------	----------				
TRACT 4	9.2 ACRES	BANK, RETAIL, RETAIL/ RESTAURANT,	BANK	4,100 SF	1 SPACE / 350 SF	12 SPACES	14 SPACES
			RETAIL	49,000 SF	1 SPACE / 250 SF	196 SPACES	239 SPACES
			RETAIL/RESTAURANT **	7,500 SF	1 SPACE / 150 SF	50 SPACES	92 SPACES
MAHARD PARKWAY RIGHT-OF-WAY DEDICATION	2.7 ACRES	----------	----------		----------		----------
PHASE 1 TOTAL ACREAGE	29.9 ACRES	----------	----------		----------		----------
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TRACT 6	8.9 ACRES	MULTIFAMILY, RETAIL	MULTIFAMILY (5 STORIES, 59 FEET)	366 UNITS	1.7 SPACES/UNIT	623 SPACES	623 SPACES
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PHASE 2 TOTAL ACREAGE	12.5 ACRES	----------	----------				
PHASE 3							
TRACT 5	7.6 ACRES	ASSISTED LIVING, OFFICE	ASSISTED LIVING (5 STORIES, 59 FEET)	249 UNITS	1 SPACES/ 5 BEDS	50 SPACES	58 SPACES
			OFFICE (2 STORIES, 28 FEET)	32,500 SF	1 SPACE / 300 SF	108 SPACES	108 SPACES
PHASE 3 TOTAL ACREAGE	7.6 ACRES	----------	----------				
PHASE 4							
TRACT 5	4.1 ACRES	RESTAURANT, RESTAURANT/RETAIL,	RESTAURANT	13,100 SF	1 SPACE / 75 SF	175 SPACES	184 SPACES
			RETAIL/RESTAURANT **	6,000 SF	1 SPACE / 150 SF	41 SPACES	48 SPACES
PHASE 4 TOTAL ACREAGE	4.1 ACRES	----------	----------				
	----------		**PHASE 5**				
TRACT 5	5.9 ACRES	RESTAURANT/RETAIL, OFFICE	RETAIL/RESTAURANT **	18,000 SF	1 SPACE / 150 SF	120 SPACES	122 SPACES
			OFFICE (4 STORIES, 56 FEET)	80,000 SF	1 SPACE / 300 SF	267 SPACES	270 SPACES
TOTAL ACREAGE	60.1 ACRES	----------	----------		----------		----------

NOTES:
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** CALCULATED WITH 25% RESTAURANT AND 75% RETAIL FOR PROPOSED BUILDINGS WITH POTENTIAL FOR EITHER USE

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APPLICANT
DARKE LAW
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CELINA, TX 75009
PHONE (469) 989-7265
CONTACT: ALEXA KNIGHT

EXHIBIT D
CONCEPT PLAN
ZONE-24-0025

61.743 ACRES
COLLIN COUNTY SCHOOL LAND SURVEY
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
PREPARATION DATE: 09/08/2025

ARCHITECT
GFF ARCHITECTS
300 NOWITZKI WAY, SUITE 400
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No.	REVISIONS	DATE

Kimley»Horn

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Kimley»Horn
Engineer DAVID UPTON
P.E. No. 149794 Date 09/08/2025

SCALE
AS SHOWN
DESIGNED BY
DCU
DRAWN BY
DCU
CHECKED BY
CAK

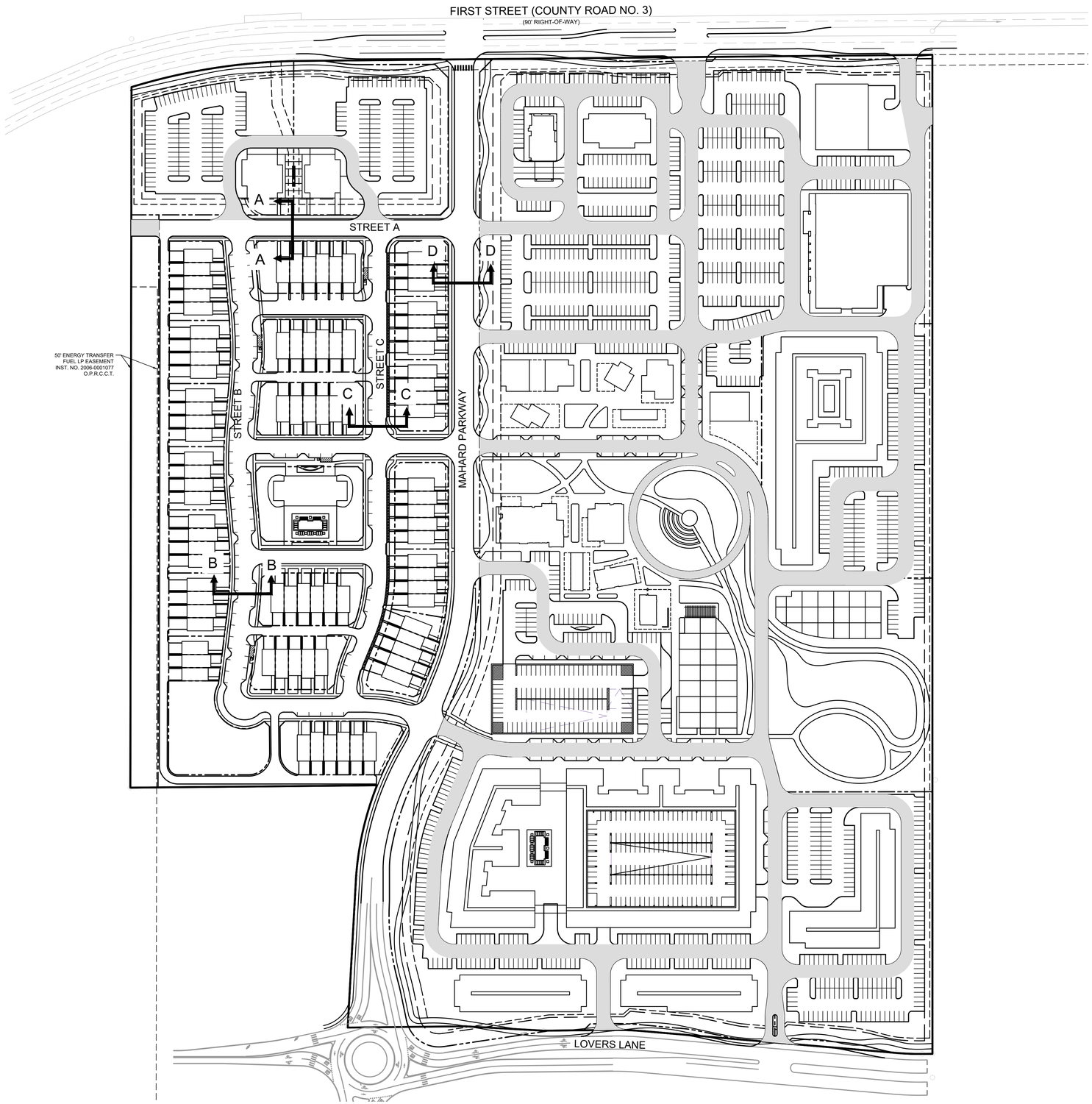
EXHIBIT D
PHASING PLAN

BELLA PROSPER
TOWN OF PROSPER, TEXAS

DATE
09/08/25

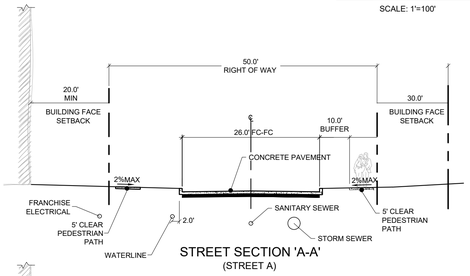
PROJECT NO.
068303300

NOTES:
1. LICENSE AGREEMENT SHALL BE REQUIRED FOR TREES IN RIGHT-OF-WAY

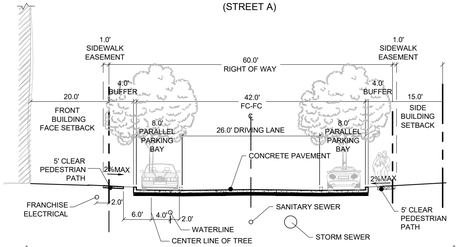


NORTH

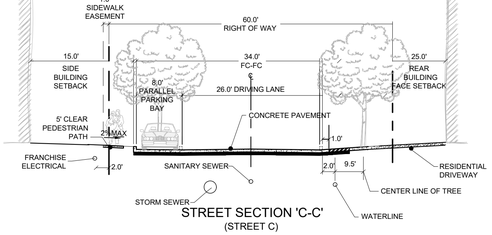
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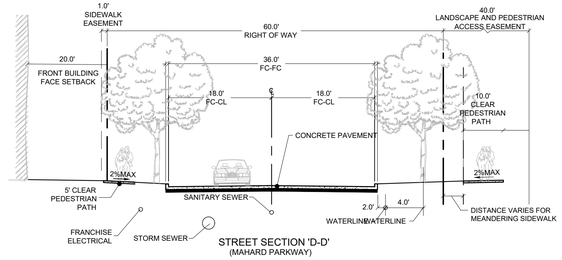
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(STREET A)



STREET SECTION 'B-B'
(STREET B)



STREET SECTION 'C-C'
(STREET C)



STREET SECTION 'D-D'
(MAHARD PARKWAY)

Kimley»Horn

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EXHIBIT D
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PREPARATION DATE: 09/04/2025

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No.	REVISIONS	DATE

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P.E. No. 149794 Date 09/04/2025

SCALE AS SHOWN
DESIGNED BY DCU
DRAWN BY DCU
CHECKED BY CAK

EXHIBIT D
STREET SECTION
EXHIBIT

BELLA PROSPER
TOWN OF PROSPER, TEXAS

DATE
09/04/25

PROJECT NO.
068303300

Plotted By:Kimley, Ryan Date:September 04, 2025 05:32:37pm File Path:K:\TRI_Civil\068303300-Prosper 60-Acre Tract\CAD\PlanSheets\C-PD Exhibit D.dwg
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ZONE-24-0025
EXHIBIT E
DEVELOPMENT SCHEDULE

Below is the anticipated project schedule for the proposed Bella Prosper development in accordance with the Town's submittal checklist. This schedule is conceptual and subject to change based on permitting, entitlements, and market conditions.

Zoning approved – May 2025
Civil design (first phase) – 2025 – 2026
Civil construction – 2026-2027
Building design – 2026-2027
Building construction 2027-2035

Zone-24-0025 | Exhibit F: Elevations












1018







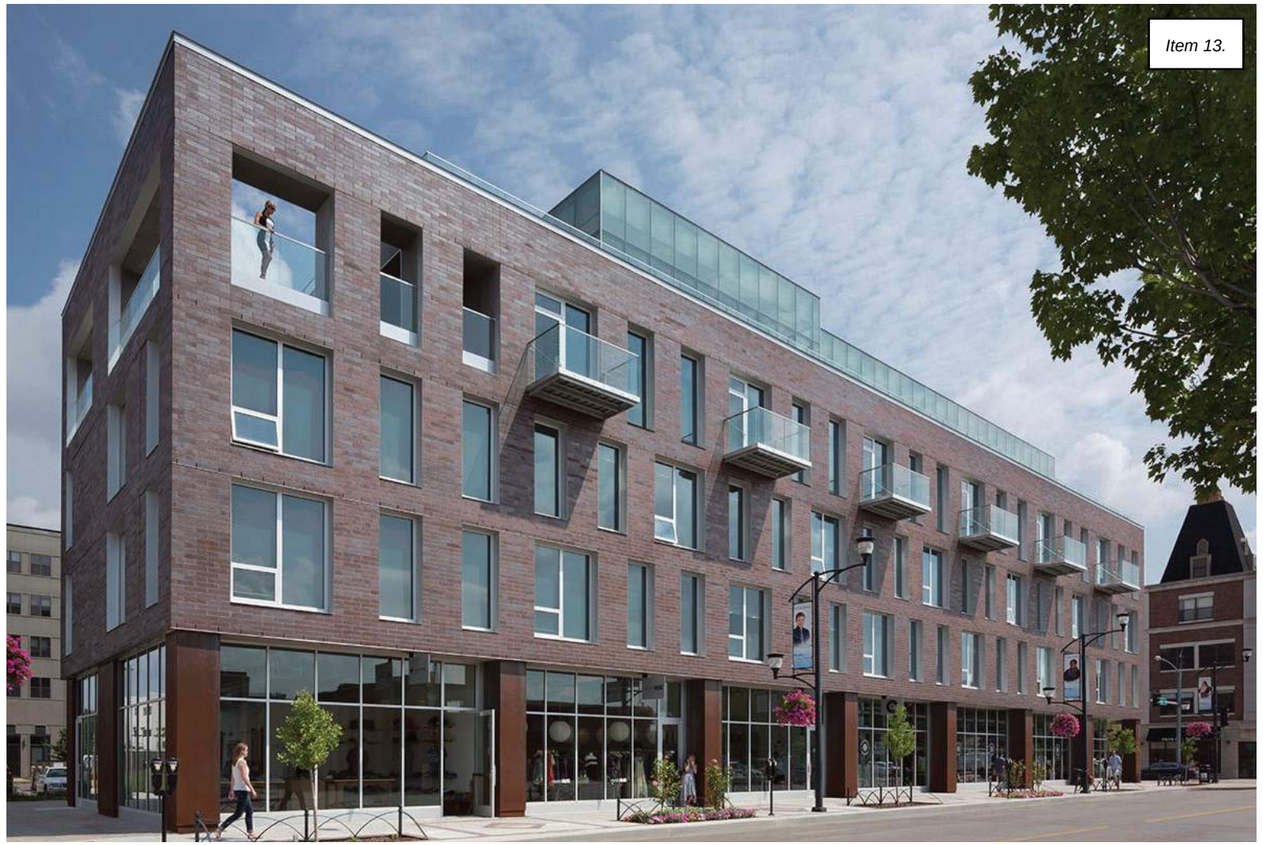





















LOCAL




707
cykl
NOW OPEN
NOW OPEN

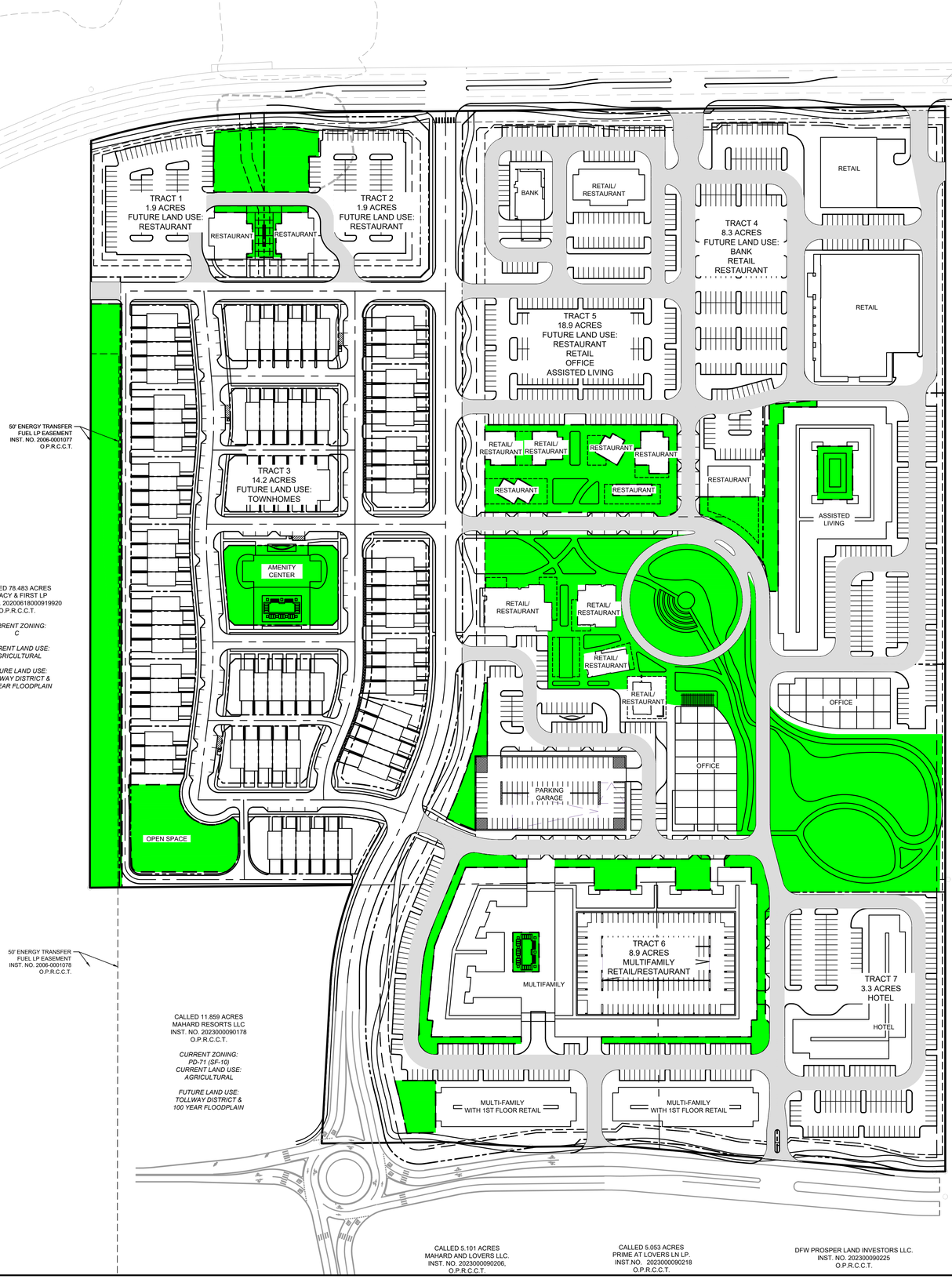



Crate&Barrel
Crate&Ba





Thank You



REMAINDER OF
CALLED 188.635 ACRES
M.A.H.G. PARTNERSHIP
INST. NO. 20100601000545080
O.P.R.C.C.T.

CURRENT ZONING:
PD-41

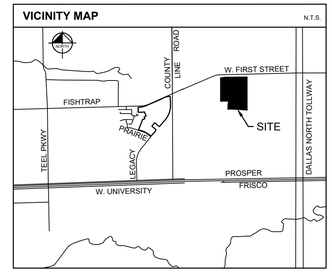
CURRENT LAND USE:
AGRICULTURAL

FUTURE LAND USE:
TOLLWAY DISTRICT &
100 YEAR FLOODPLAIN

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200
SCALE: 1"=100'

VICINITY MAP N.T.S.



LEGEND

- PROPERTY LINE
- SETBACK LINE
- PROPOSED EASEMENT
- PROPOSED F.A.U.D.E.
- EXISTING TREE AREA LIMITS
- PROPOSED FIRE HYDRANT (FH)
- OPEN SPACE

OPEN SPACE SUMMARY TABLE

TRACT	LAND AREA (SF)	LAND USES	REQUIRED O.S. (SF/%)	PROVIDED O.S. (SF/%)
TRACT 1	83,207	RESTAURANT	5,824 / 7%	12,960 / 15%
TRACT 2	82,587	RESTAURANT	5,781 / 7%	12,960 / 15%
TRACT 4	362,805	BANK, RETAIL, RESTAURANT	25,396 / 7%	----------
TRACT 5	642,678	RETAIL, RESTAURANT, OFFICE	44,988/ 7%	250,233 / 39%
TRACT 5	156,714	ASSITED LIVING	47,014 / 30%	14,736 / 9%
TRACT 6	386,544	MULTIFAMILY	115,963 / 30%	40,402 / 30%
TRACT 7	144,852	HOTEL	10,139 / 7%	----------
TOTAL	1,859,387	----------	255,195	331,291 / 18%
TRACT 3	396,378	TOWN HOMES	79,276 / 20%	109,773 / 28%

Kimley»Horn

OWNER
PTP RETAIL HOLDINGS LLC
8105 RASOR BLVD., SUITE 299
PLANO, TEXAS 75024
PHONE (469)-982-4300
CONTACT: NASEEM SHAIK

OWNER
PROSPER TOLLWAY PALAZZOS LLC
8105 RASOR BLVD., SUITE 299
PLANO, TEXAS 75024
PHONE (469)-982-4300
CONTACT: NASEEM SHAIK

APPLICANT
DAAKE LAW
322 W. WALNUT STREET, SUITE 210
CELINA, TX 75009
PHONE (469) 989-7265
CONTACT: ALEXA KNIGHT

ARCHITECT
GFF ARCHITECTS
300 NOWITZKI WAY, SUITE 400
DALLAS, TX 75219
PHONE (214) 303-1500
FAX (214) 303-1512
CONTACT: BRIAN MOORE

ENGINEER / SURVEYOR
KIMLEY-HORN AND ASSOCIATES, INC.
6160 WARREN PARKWAY, SUITE 210
FRISCO, TX. 75034
PHONE (972) 335-3580
FAX (972) 335-3779
CONTACT: DAVID UPTON, P.E.

Exhibit G
Open Space Plan
ZONE-24-0025

61.743 ACRES
COLLIN COUNTY SCHOOL LAND SURVEY
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
PREPARATION DATE: 09/04/2025

DATE
09/04/25

PROJECT NO.
068303300

No.	REVISIONS	DATE

Kimley»Horn

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
6160 WARREN PARKWAY, SUITE 210, FRISCO, TX 75034
PHONE: 972-335-3580
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer DAVID UPTON
P.E. No. 149794 Date 09/04/2025

SCALE
AS SHOWN
DESIGNED BY
DCU
DRAWN BY
DCU
CHECKED BY
CAK

Exhibit G
OPEN SPACE PLAN

BELLA PROSPER
TOWN OF PROSPER, TEXAS

Plotted By:Lonsley, Ryan Date:September 04, 2025 05:32:23pm File Path:K:\FRI_Civil\068303300-Prosper 60-Acre Tract\CAD\PlanSheets\C-PD Exhibit D.dwg
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BELLA PROSPER DEVELOPMENT AGREEMENT

THIS BELLA PROSPER DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and Prosper Tollway Palazzos, LLC and PTP Retail Holdings, LLC ("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 Bella Prosper ("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. Maintenance of Landscape Areas.

A. Developer agrees to maintain all Landscape Areas (including all vegetation) on the Property, as referenced and/or depicted in the applicable zoning ordinance, as amended, free of weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter, as defined in Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended. Further, Developer agrees that landscape maintenance obligations referenced herein include mulching of Landscape Areas, prompt replacement of dead or dying vegetation with new vegetation, mowing of

Landscape Areas, where required, and other routine and regular maintenance of plants and other vegetation.

B. In the event that any Landscape Area or plants or vegetation is/are not properly maintained in accordance with this Agreement, the Town may give written notice to Developer of such failure to maintain and Developer shall promptly address such failure, taking into account the type(s) and species of such plants and vegetation and applicable planting cycles of same. After such notice, and Developer's failure to address same, Developer agrees and acknowledges that the Town shall have the right to go onto Developer's property and replace, replant or otherwise address such failure to maintain any Landscape Area or plants or vegetation, with an invoice of costs incurred by the Town being promptly provided by the Town to Developer. In the event Developer does not pay such invoice within thirty (30) days of receipt by Developer, the Town may file a lien on the Property for the costs it incurred for the work done, including a reasonable administrative fee. Any failure to maintain any Landscape Area, plants or vegetation shall not be considered a default in accordance with Paragraph 7 of this Agreement, and any obligations referenced in said Paragraph shall not be applicable to this Paragraph 2.

C. Notwithstanding any provision in this Paragraph to the contrary, the Town specifically reserves the right to take enforcement action and/or file a complaint against Developer in the Town's municipal court (or other appropriate forum) relative to weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter on the Property, in accordance with Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended.

3. <u>Certain Business Establishments Prohibited</u>. Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property any of the following business establishments: (1) credit access businesses, as defined in Texas Finance Code § 393.601, as amended, including but not limited to payday lending businesses, "cash for title" lenders, and credit services businesses, as defined in Texas Finance Code § 393.001, as amended); (2) body art facilities; (3) smoke or vape shops; (4) any business entity that sells drug paraphernalia; (5) any business establishment offering gaming or slot machines; (6) sex shops, including but not limited to business entities whose primary purpose is the sale of lewd merchandise; (7) pawn shops; and (8) business entities which primarily utilize outdoor storage or displays. Additionally, Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property a package liquor store, which for purposes of this Agreement is defined as any business entity that is required to obtain a Package Store Permit (P) from the Texas Alcoholic Beverage Commission for the off-premises consumption of alcohol.

4. <u>Covenant Running with the Land</u>. 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.

5. 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.

6. 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

7. 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.

8. 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: Proper Tollway Palazzos & PTP Retail Holdings
8105 Rasor Boulevard, Ste. 299
Plano, Texas 33067
Attention: Naseem Shaik

9. 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).

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. **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.

18. **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.

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

20. **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.

21. **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.

22. **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.

23. 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.

24. 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.

25. 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.

26. 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:

PROSPER TOLLWAY PALAZZOS, LLC
PTP RETAIL HOLDINGS, LLC

By: _____
Name: Naseem Shaik
Title: _____

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of _____, 2025, by Naseem Shaik on behalf of Prosper Tollway Palazzos, LLC and PTP Retail Holdings, LLC, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Developer.

_____
Notary Public, State of Texas
My Commission Expires:

_____

EXHIBIT A
(Property Description & Depiction)

ZONE 24-0025

EXHIBIT A-1: WRITTEN METES AND BOUNDS

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas, and being all of a called 48.090 acre tract of land described in a Special Warranty Deed with Vendor's Lien to Prosper Prairie LLC, as recorded in Instrument No. 2023000090239 of the Official Public Records of Collin County, Texas, being all of a called 6.217 acre tract of land described as Tract 1 and all of a called 5.875 acre tract of land described as Tract 2 in a Special Warranty Deed with Vendor's Lien to PTP Retail Holdings LLC, as recorded in Instrument No. 2023000113173 of the Official Public Records of Collin County, Texas, and being a portion of a called 1.686-acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, recorded in Instrument No. 20220209000224300, said Official Public Records, same being a portion of First Street (Country Road No. 3), a variable width right of way, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said 48.090 acre tract, common to the northwest corner of a called 11.859 acre tract of land as described in a deed to Mahard Resorts LLC, as recorded in Instrument No. 2023000090178 of the Official Public Records of Collin County, Texas, same being on the easterly line of a called 78.483 acre tract of landas described in a Special Warranty Deed with Vendor's Lien to Legacy and First LP, as recorded in Instrument No. 20200618000919920 of the Official Public Records of Collin County, Texas;

THENCE North 00°05'43" East, along the westerly line of said 50.02 acre tract and the easterly line of said 78.483 acre tract, passing at a distance of 1331.33 feet the southwest corner of said 1.686 acre tract on the southerly right of way line of said First Street, and continuing along the same course, along the westerly line of said 1.686 acre tract and crossing said First Street, for a total distance of 1378.32 feet to a point for corner in the centerline of said First Street, and at the beginning of a non-tangent curve to the right with a radius of 1,190.00 feet, a central angle of 15°11'21", and a chord bearing and distance of North 81°17'10" East, 314.55 feet, from which, a 1/2 iron rod with busted plastic cap found for the northwest corner of said 1.686 acre tract bears North 00°05'43" East, 44.60 feet;

THENCE in an easterly direction departing the westerly line of 1.686 acre tract, along the centerline of said First Street and crossing said 1.686 acre tract, with said non-tangent curve to the right, an arc distance of 315.47 feet to a point for corner on the northerly line of said 1.686 acre tract and the southerly line of a called 1.325 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211228002596420 of the Official Public Records of Collin County, Texas;

THENCE North 89°26'15" East, along the northerly line of said 1.686 acre tract and the southerly line of said 1.325 acre tract, and continuing along the centerline of said First Street, a distance of 1210.98 feet to 1/2 inch iron rod found for the northeast corner of said 1.686 acre tract, common to the southeast corner of said 1.325 acre tract, the southwest corner of a called 1.377 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211228002596590 of the Official Public Records of Collin County,

Texas, and the northwest corner of a called 1.377 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211015002111910 of the Official Public Records of Collin County, Texas;

THENCE South 00°00'23" East, departing the centerline of said First Street, along the easterly line of said 1.686 acre tract, the easterly line of said 48.090 acre tract, the easterly line of said Tract 2, the westerly line of said 1.377 acre tract and the westerly line of a called 188.635 acre tract of land described in a Trustee's Deed and Bill of Sale to M.A.H.G. Partnership, as recorded in Instrument No. 20100601000545080 of the Official Public Records of Collin County, Texas, a distance of 1943.66 feet to the southeast corner of said Tract 2, from which, a 1/2 inch iron rod with plastic cap stamped "RPLS 6677" found for witness bears South 77°06' East, a distance of 0.24 feet;

THENCE South 89°22'36" West, departing the westerly line of said 188.635 acre tract and along the southerly line of said Tract 2, a distance of 19.32 feet to a point at the beginning of a tangent curve to the right with a radius of 505.00 feet, a central angle of 05°32'47", and a chord bearing and distance of North 87°51'01" West, 48.87 feet;

THENCE in a westerly direction continuing along the southerly line of said Tract 2, with said tangent curve to the right, an arc distance of 48.89 feet to a point for corner;

THENCE North 85°04'37" West, continuing along the southerly line of said Tract 2 and along the southerly line of said Tract 1, a distance of 484.73 feet to a point at the beginning of a tangent curve to the left with a radius of 595.00 feet, a central angle of 05°32'47", and a chord bearing and distance of North 87°51'01" West, 57.58 feet;

THENCE in a westerly direction continuing along the southerly line of said Tract 1, with said tangent curve to the left, an arc distance of 57.60 feet to a point for corner;

THENCE South 89°22'36" West, continuing along the southerly line of said Tract 1, a distance of 130.29 feet to a point for corner;

THENCE North 86°48'19" West, continuing along the southerly line of said Tract 1, a distance of 150.32 feet to a point for corner;

THENCE South 89°22'35" West, continuing along the southerly line of said Tract 1, a distance of 222.35 feet to a point for the southwest corner of said Tract 1, being on the easterly line of a called 11.859 acre tract of land described in a deed to Mahard Resorts LLC, as recorded in Instrument No. 2023000090178 of the Official Public Records of Collin County, Texas;

THENCE North 03°10'52" East, along the westerly line of said Tract 1 and the easterly line of said 11.859 acre tract, a distance of 287.00 feet to a point at the beginning of a non-tangent curve to the right with a radius of 580.00 feet, a central angle of 17°41'25", and a chord bearing and distance of North 12°54'09" East, 178.37 feet;

THENCE in a northerly direction continuing along the westerly line of said Tract 1 and the easterly line of said 11.859 acre tract, with said non-tangent curve to the right, an arc distance

of 179.08 feet to the northwest corner of said Tract 1, common to the northeast corner of said 11.859 acre tract, being on the southerly line of aforesaid 48.090 acre tract;

THENCE South 89°26'39" West, along the southerly line of said 48.090 acre tract and the northerly line of said 11.859 acre tract, a distance of 468.79 feet to the **POINT OF BEGINNING** and containing 61.743 acres (2,689,531 square feet) of land, more or less.

Bearing system based on the south line of Prosper Center Block B, Lot 1R and 2 as recorded in Doc. No. 2016-241 P.R.D.C.T.

03/04/2025

Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Ph. 972-335-3580
sylviana.gunawan@kimley-horn.com

STATE OF TEXAS
REGISTERED
SYLVIANA GUNAWAN
6461
PROFESSIONAL
LAND SURVEYOR

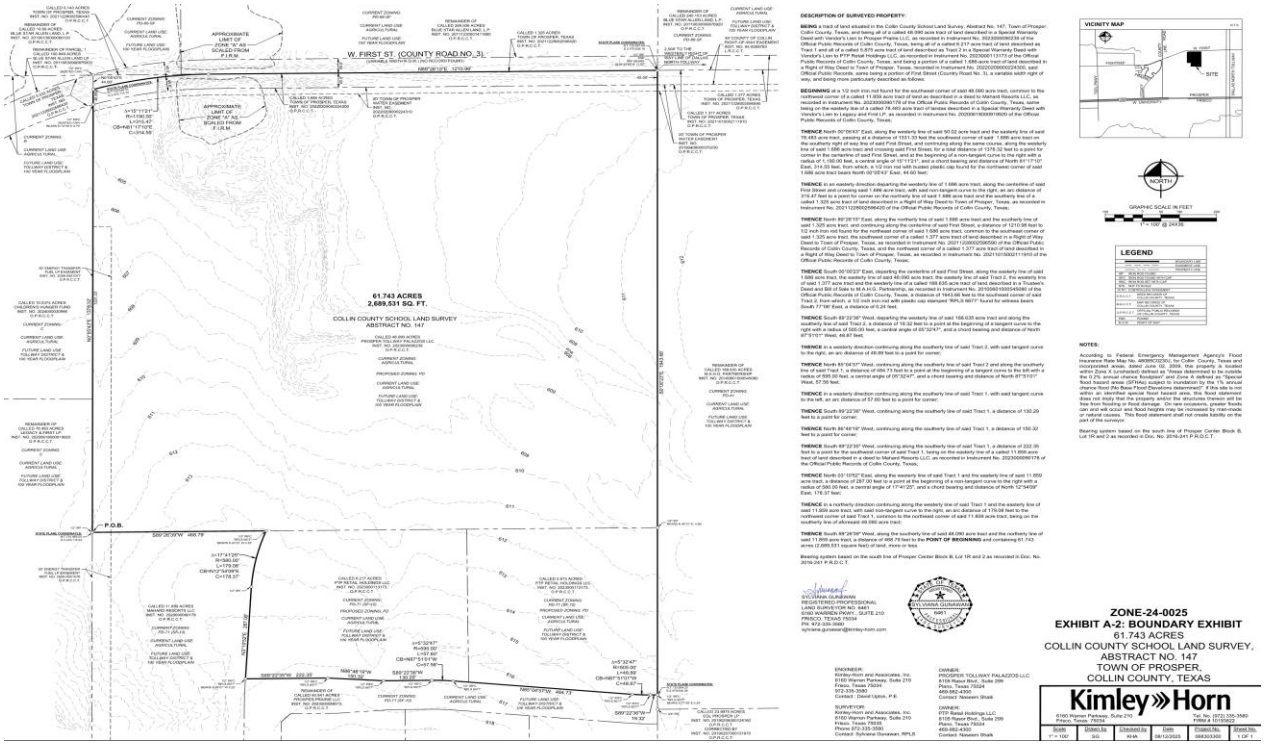


EXHIBIT B
(Building Design and Materials)

Building Design Standards.

i. The Building Design Standards and Guidelines for the Bella Prosper District shall establish a coherent urban character and encourage enduring and attractive development, ensuring the preservation, sustainability, and visual quality of this unique environment. Buildings shall be located and designed so that they provide visual interest and create enjoyable, human-scale spaces. The key design principles are:

1. The conceptual elevations are intended to evoke a general look and feel of the architecture. Changes to materials and architectural elements are permitted so long as the building elevations adhere to the regulations outlined in the Design Guidelines of this Exhibit B.
2. New buildings should utilize building elements and details to achieve a pedestrian-oriented public realm.
3. Building facades should include appropriate architectural details and ornamentation to create variety and interest.
4. Open space(s) should be incorporated to provide usable public areas integral to the urban environment.

ii. General to All Subdistricts or Tracts.

1. Building Height.
   i Maximum Building Height: Varies. See each land use district.
   ii Architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including spires, belfries, towers, cupolas, domes, and roof forms whose area in plan is no greater than 20% of the first-floor footprint may exceed the height limits by up to twenty (20) feet.
   iii Mechanical equipment, including mechanical/elevator equipment penthouse enclosures, ventilation equipment, antennas, chimneys, exhaust stacks and flues, fire sprinkler tanks, and other similar constructions may extend up to twenty (20) feet above the actual building height, provided that: 1.) they are setback from all exterior walls a distance at least equal to the vertical dimension that such item(s) extend(s) above the actual building height, or 2.) the exterior wall and roof surfaces of such items that are set back less than the vertical dimension above the actual building are to be constructed as architecturally integral parts of the building façade(s) or as architectural embellishments as described above. Mechanical equipment shall not be visible from the public right-of-

way, measured at six (6) feet above finish grade at the Fire, Access, Utility, and Drainage Easement Line.

2. Minimum Building Height by Use Type:
    i Office: Two (2) stories.
    ii Multifamily: Three (3) stories.
    iii Townhome: Two (2) stories.
    iv Hotel: Four (4) stories.
    v Retail/Restaurant: One (1) story.

iii. Office Design Standards.

1. The ground floor condition for office shall have a minimum of 12 feet ceiling and 14-foot floor to floor.
2. Decorative or enhanced concrete tilt wall shall be a permitted material for up to sixty percent (60%) of any façade.

iv. Design of Parking Structures.

1. Above-grade parking structure facades along all rights-of-way shall be designed with both vertical (façade rhythm of 20 feet to 30 feet) and horizontal (aligning with horizontal elements along the block) articulation.
2. Where above-grade structured parking is located at the perimeter of a building with frontage along any right-of-way, openings in their facades shall not exceed 55% of the façade area. The portion of the parking garage that is visible from the street shall have an architecturally finished façade compatible with the surrounding buildings. Screening may be achieved through the use of louvered, solid or opaque vertical screening elements. Permitted materials shall be metal, glass, pre-cast concrete, masonry or concrete block.
3. When parking structures are located at corners, corner architectural elements shall be incorporated such as corner entrance, signage, glazing and vertical elements that accentuate the parking structure's vertical circulation.
4. Entries and exits to and from parking structures shall be clearly marked for both vehicles and pedestrians by materials, lighting, signage, etc., to ensure pedestrian safety on sidewalks.
5. Parking structure ramps shall not be directly fronting any right-of-way.
6. Parking Structure Height: No parking structure shall be taller than the primary building it serves.

v. Roof Form.

1. Buildings shall have simple, flat fronts with minimal articulations with flat or low-pitched roofs (2.5:12 or lower) with parapets. Corner hip roof elements and gable accents at the parapet may be permitted. Projecting mansard roofs shall not be permitted.

vi. Façade Composition.

1. Storefronts on facades that span multiple tenants shall use architecturally compatible materials, colors, details, awnings, signage, and lighting fixtures.
2. Building entrances shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades, and others as appropriate. All building elements should be compatible with the architectural style, materials, colors, and details of the building as a whole. Entrances to upper-level uses may be defined and integrated into the design of the overall building facade.
3. Buildings shall generally maintain the alignment of horizontal elements along the block.
4. Corner emphasizing architectural features, pedimented parapets, cornices, awnings, blade signs, arcades, colonnades and balconies may be used along commercial storefronts to add pedestrian interest.
5. Buildings which are located on axis with a terminating street or at the intersection of streets shall be considered as feature buildings. Such buildings shall be designed with features which take advantage of that location, such as an accentuated entry and a unique building articulation which is offset from the front wall planes and goes above the main building eave or parapet line.

vii. Windows and Doors

1. Windows and doors on right-of-way fronting facades (except alleys) shall be designed to be proportional and appropriate to the architectural style of the building. First floor windows shall NOT be opaque, tinted or mirrored glass.
2. All ground floor front facades of buildings along rights-of-way or Open Space shall have transparent storefront windows covering no less than 30% of the façade area.
3. Upper floors along rights-of-way shall feature at least 20% transparent windows in each façade. Single tenant retail that are greater than 20,000 sf shall have no less than 20% along their primary front facade.
4. Windows and doors may require fire ratings depending upon separation per IBC/IFC.

viii. Building Entries.

1. Main building entries shall be highlighted using such techniques as building articulation and/or entry canopies so they are obvious to pedestrians and motorists.
2. Each building and separate lease space at-grade along the street edge shall have a functioning primary entry from the sidewalk. Corner entries may count as a primary entry for both intersecting street fronts.

ix. Awnings, Canopies, Arcades & Overhangs.

1. Structural awnings are encouraged at the ground level to enhance articulation of the building volumes.
2. The material of awnings and canopies shall be architectural materials that complement the building.
3. Awnings shall not be internally illuminated.
4. Canopies should not exceed one hundred (100) linear feet without a break of at least five (5) feet.
5. Canopies and awnings shall respect the placement of street trees and lighting.

x. Building Articulation.

1. That portion of the building where retail or service uses take place on the first floor shall be accentuated by including awnings or canopies, different building materials, or architectural building features.
2. Building facades fronting both streets and driveways should have massing changes and architectural articulation to provide visual interest and texture and reduce large areas of undifferentiated building facades. Design articulation should employ changes in volume and plane. Architectural elements and moldings that break up the mass of the building are encouraged.

xi. Building Materials.

1. Brick, natural and manufactured stone, curtain wall and window wall glazing, and cementitious panel system shall be considered primary materials. Primary materials shall comprise of at least 75% of each elevation, exclusive of doors and windows. Where cementitious panel is applied, it shall be limited to no more than 35% of a building's material. Non-primary, or secondary materials, may include three-coat system stucco, resin-impregnated wood panel system, clapboard siding and metal panel systems.
2. Where multifamily is concerned, primary materials shall be limited to brick, natural and manufactured stone, and cementitious panel system.

3. Only primary building materials are allowed on the first floor, with the exception of cementitious panels, plus metal panel systems for non-residential uses. For purposes of this section, the first floor shall be at least fourteen (14) feet high and, at a minimum 90% shall be constructed of masonry cladding.
4. All buildings shall be architecturally finished on all sides with articulation, detailing and features.
5. Roofing materials visible from any street shall be copper, factory finished standing seam metal, slate, synthetic slate, or similar materials.

xii. Projections into Setbacks and/or Rights-of-Way.

1. The following projections shall be permitted into a Fire, Access, Utility, and Drainage Easement as allowed below, provided that:
    - i No projection shall be permitted into a building setback.
    - ii Such projections do not extend over public rights-of-way.
    - iii The property owner has assumed liability related to such projections.
    - iv The property owner shall maintain such projection in a safe and non-injurious manner.
    - v No projections allowed over franchise utility corridors unless the projection is thirteen and one half (13.5) feet above finished grade.
    - vi No projections allowed over public utility where located within a fire lane or public utility easement.

2. Ordinary building projections, including, but not limited to water tables, sills, belt courses, pilasters, and cornices may project up to twenty-four (24) inches beyond a building face or architectural projection into the setback, but not the Fire, Access, Utility, and Drainage Easement.
3. Business signs and roof eaves may project up to ten (10) feet beyond the building face or architectural projection into the setback, but not the Fire, Access, Utility, and Drainage Easement.
4. Architectural projections, including balconies, bays, towers, and oriels; show windows (1st floor only); below grade vaults and areaways; and elements of a nature similar to those listed; may project up to ten (10) feet beyond the building face into the setback, but not the Fire, Access, Utility, and Drainage Easement.
5. Canopies and/or awnings may project from the building face over the entire setback. Additionally, they may be extended into the Fire, Access, Utility, and Drainage Easement to be within eight (8) inches of the back of curb if used to provide a covered walkway to a building entrance and as long as any canopy/awning support is no closer than twenty-four (24) inches from the back of curb and does not extend over any fire lane or public utility easement.















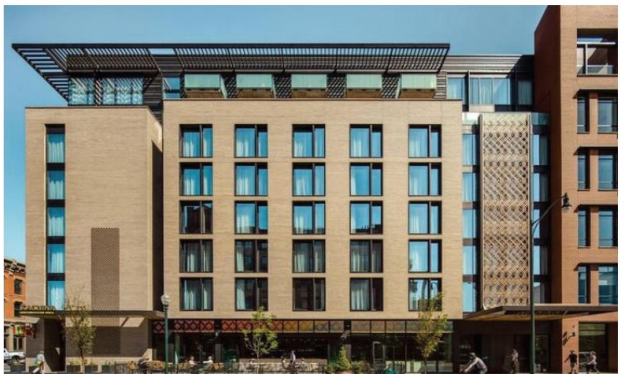





























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Bella Prosper (ZONE-24-0025)

Request to Table

Future Meeting:

- Town Staff is requesting this item be tabled to the Town Council meeting on November 11, 2025.

Background

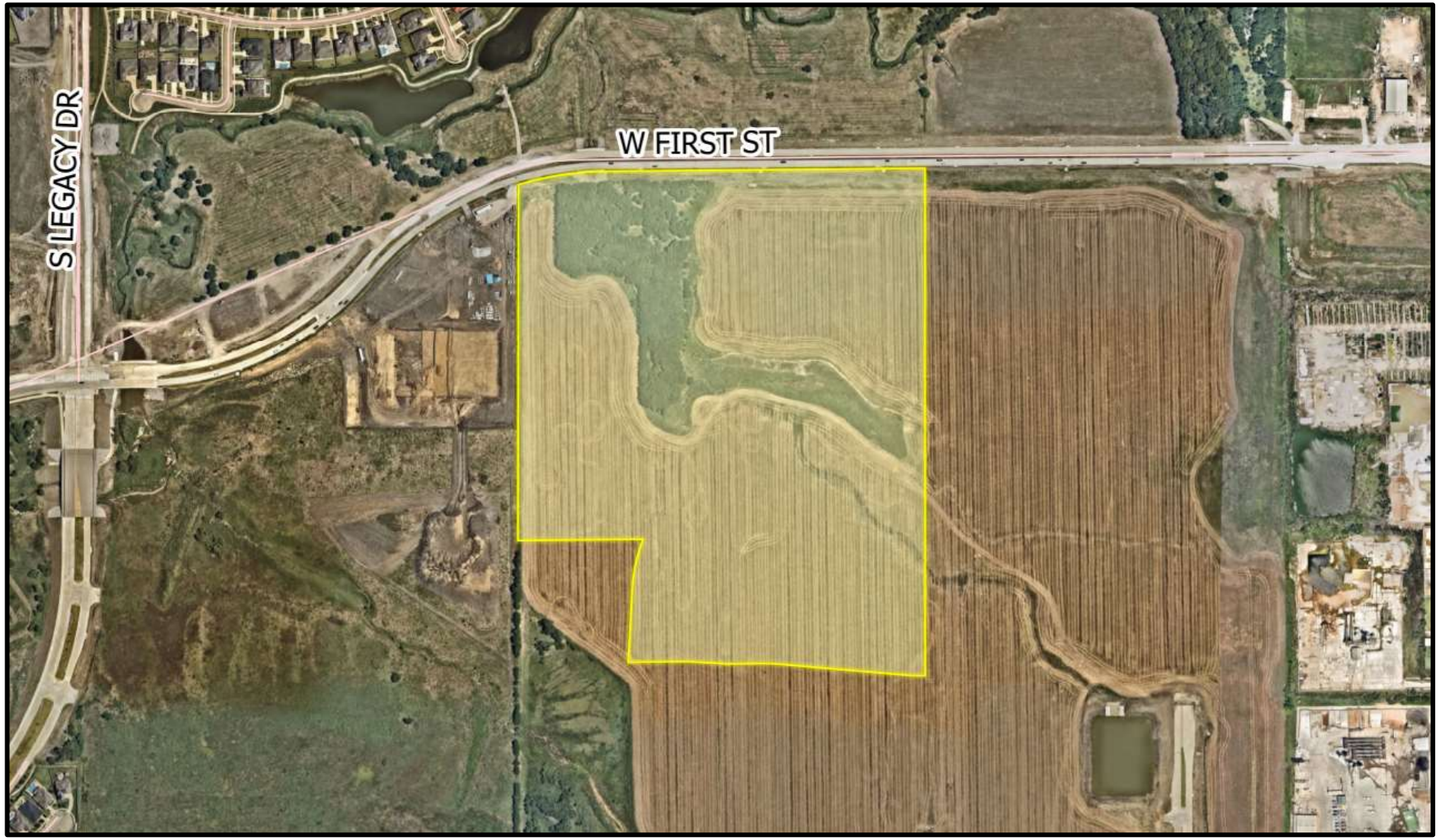
Work Session:

- Town Council held a work session regarding this case on May 13, 2025.
  - Reduction of Number of Multifamily Dwellings (550 to 435)
  - Reduction of Number of Townhome Units (94 to 88)
  - Addition of Curvilinear Street (Townhome Section)
  - Removal of Second Hotel (Substituted with Additional Restaurant/Retail)
  - Reconfiguration of Assisted Living Building and Full-Service Hotel (Facing Amphitheater Area)

Proposal

Purpose:

- Construct a mixed-use development consisting of the following items:
  - Assisted Living
  - Commercial Uses (Hotel, Restaurant, Retail, etc.)
  - Multifamily
  - Townhomes


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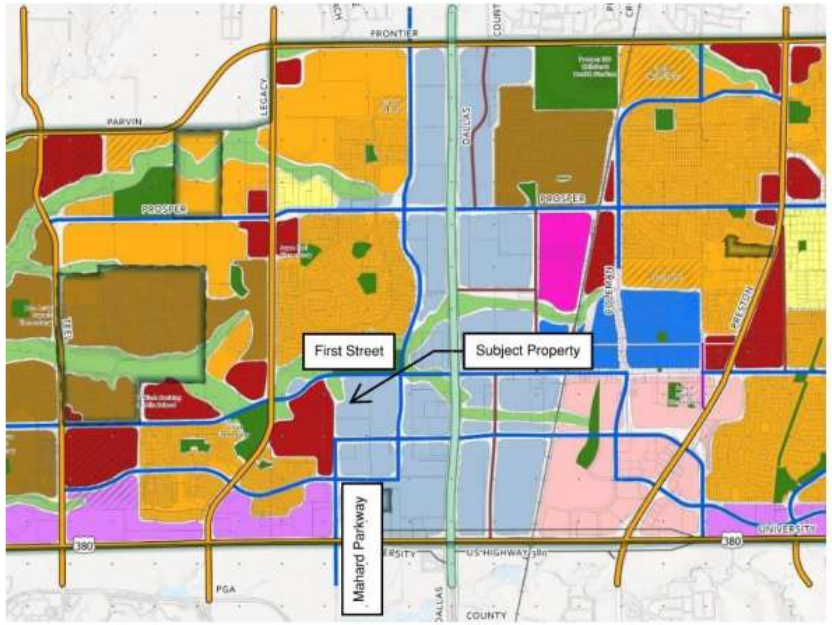
Future Land Use Plan

Dallas North Tollway District:

- Recommends the most intense land uses within the Town.
  - Encourages mixed-used development containing a mixture of office, retail, and residential uses.
  - Mixed-use loft/apartments are identified as the most appropriate residential use.

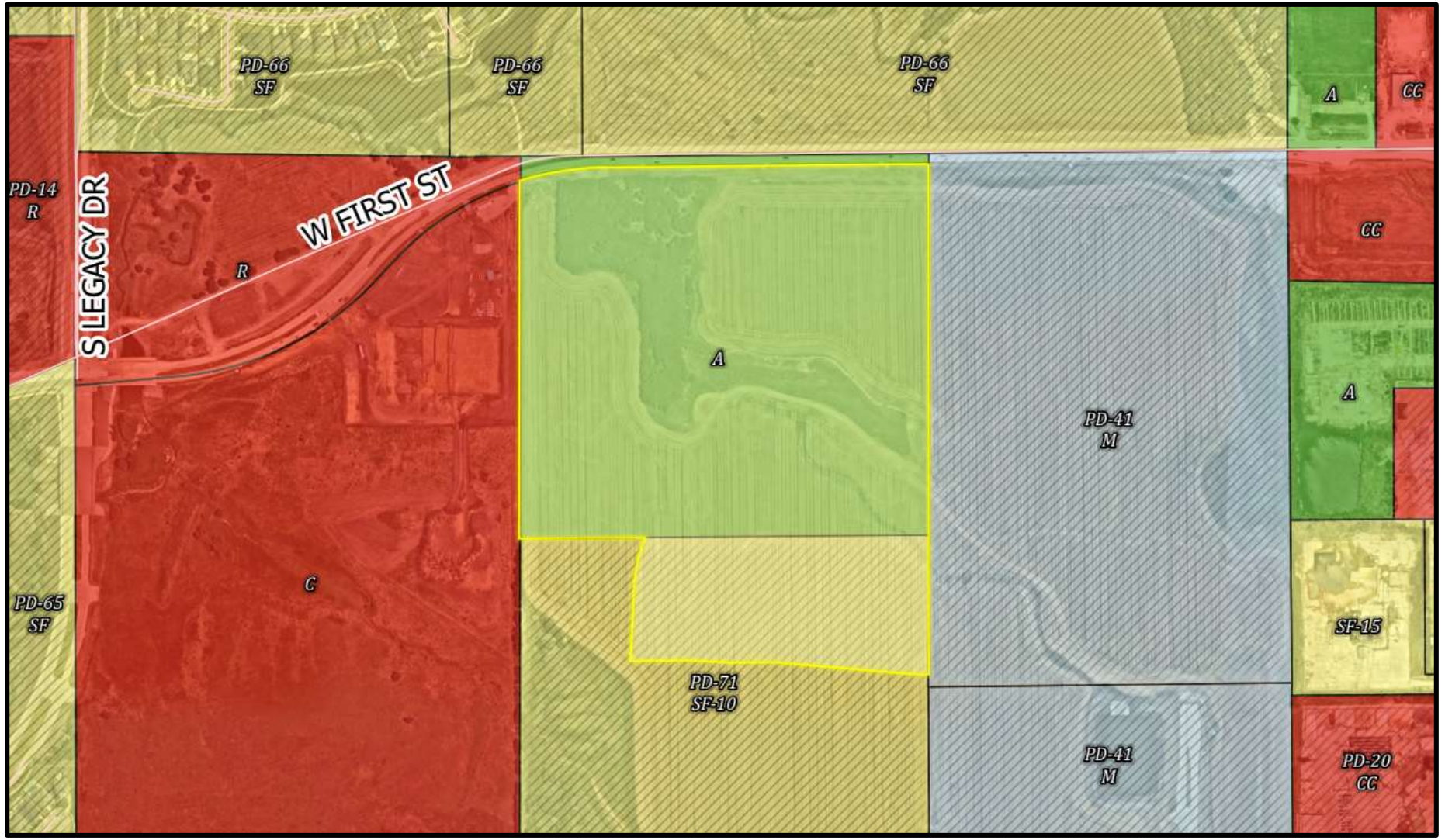
Future Land Use Exhibit

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Retail & Neighborhood Services
- Business Park
- Old Town District
- Town Center
- Dallas North Tollway, Dedicated Truck Route
- 6 Lane Divided
- 4 Lane Divided
- Commercial Collector
- 3 Lane Undivided Couplet
- Access Roads
- Old Town Roads
- Dallas North Tollway District
- US Highway 380 District
- Parks
- Floodplain
- School District Properties
- Town Limits
- ETJ



Zoning

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Agricultural and Planned Development-71	Vacant	Dallas North Tollway District
North	Planned Development-66 (Star Trail)	Single-Family Residential	Medium Density Residential
East	Planned Development-41 (Multifamily)	Vacant	Dallas North Tollway District
South	Planned Development-71 (Single Family-10)	Vacant	Dallas North Tollway District
West	Commercial	Community Center (Children's Hunger Fund)	Retail & Neighborhood Services


PD-66
SF
PD-66
SF
PD-66
SF
A
CC
PD-14
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S LEGACY DR
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PD-41
M
C
PD-65
SF
SF-15
PD-71
SF-10
PD-41
M
PD-20
CC

Subdistrict Regulations (Neighborhood Subdistrict)

District Regulations

Townhome:

- Density: Decrease from 10 UPA to **8 UPA** (88 Total Units)
- Setbacks: Decrease in Front (25’ to **20’**); Increase in Rear (20’ to **25’**)
- Height: Increase from 40’ to **45’**

Multifamily:

- Density: **435 Units**
- Height: Decrease from 8 Stories to **5 Stories**
- Lot Coverage: Increase from 45% to **80%**

District Regulations (Townhome)

	Townhome District Regulations (Zoning Ordinance)	Proposed Regulations (Townhome District)
Maximum Permitted Density	**Units Per Acre:** 10	**Units Per Acre:** 8
Size of Yards	**Front:** 25’ **Side:** 0’ (Unit to Unit) 10’ (End of Structure) 15’ (Adj. to Side Street) 20’ (Structure to Structure) **Rear:** 20’	**Front:** 20’ **Side:** 0’ (Unit to Unit) 10’ (End of Structure) 15’ (Adj. to Side Street) 20’ (Structure to Structure) **Rear:** 25’
Size of Lots	**Area:** 2,500 SF **Width:** 20’ **Depth:** 100’	**Area:** 2,500 SF **Width:** 20’ **Depth:** 100’
Minimum Dwelling Area	**Size:** 1,000 SF	**Size:** 1,000 SF
Maximum Height	**Stories:** 2.5 (Max. of 40’)	**Stories:** 3 (Max. of 45’)
Lot Coverage	**Maximum:** 55%	**Maximum:** 55%
Minimum Usable Open Space	**Minimum:** 20%	**Minimum:** 20%

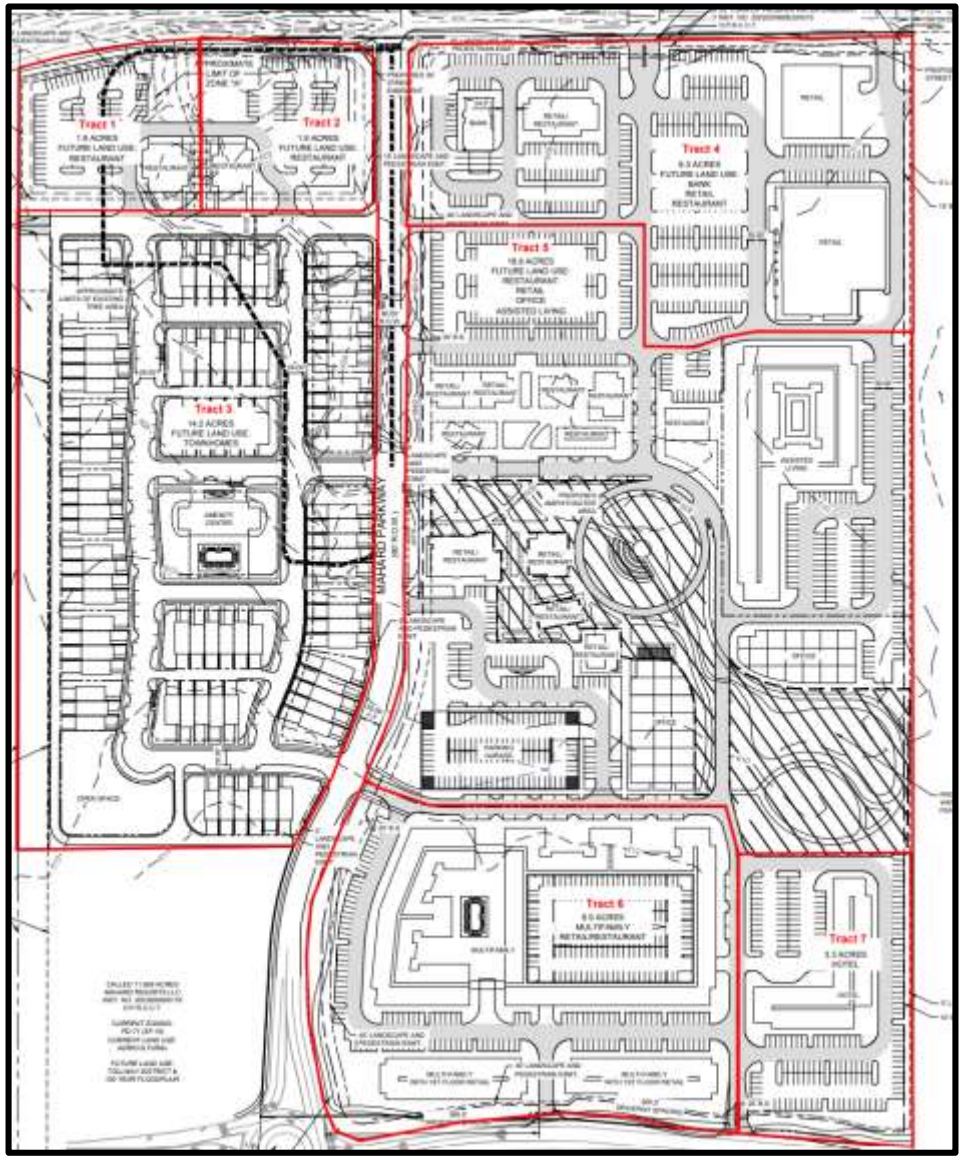
District Regulations (Multifamily)

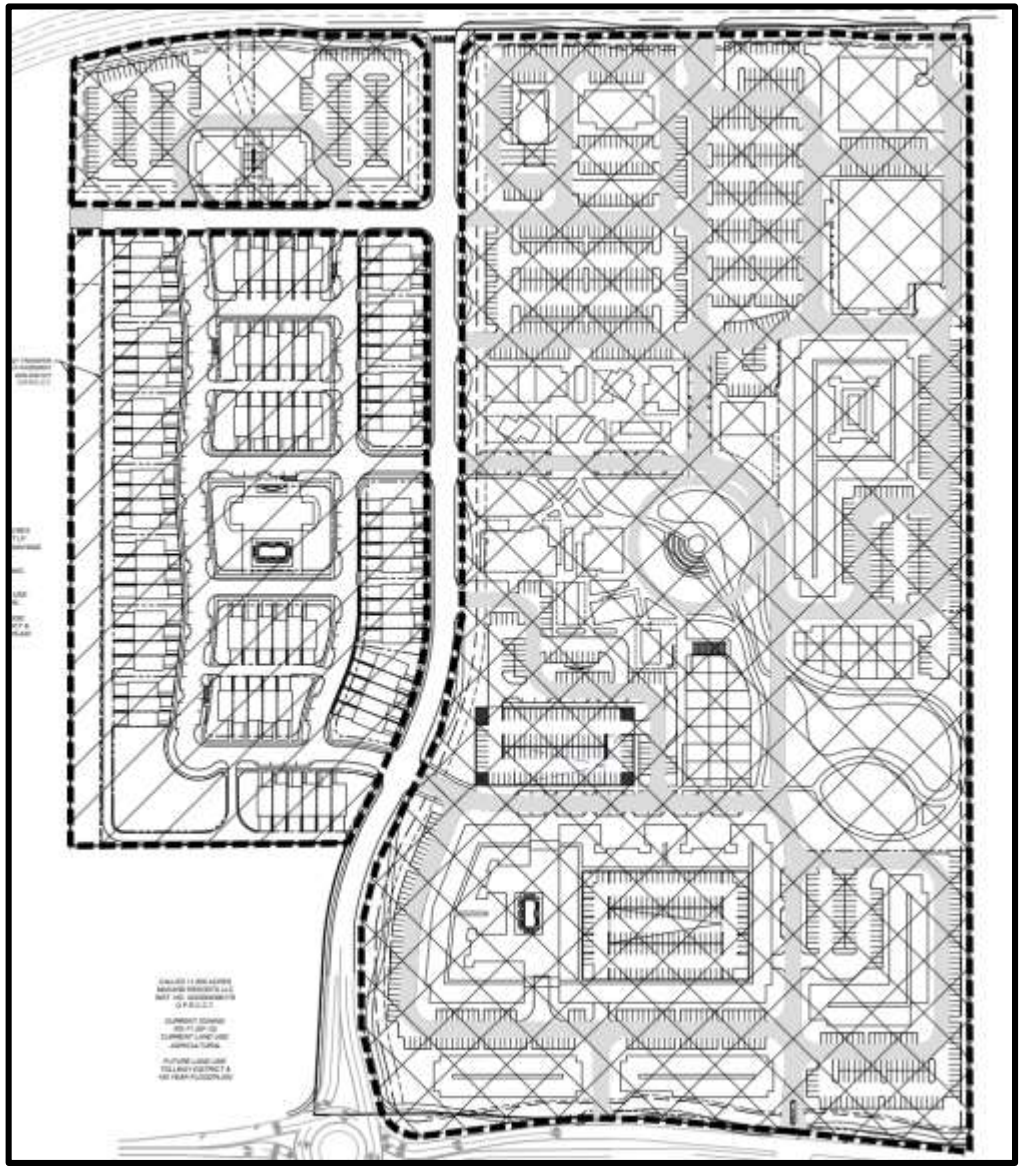
	Multifamily District Regulations (Zoning Ordinance)	Proposed Regulations (Multifamily District)
Density	**Dwelling Units:** Determined w/ Development	**Dwelling Units:** 435
Size of Yards	**Front:** Determined w/ Development **Side:** Determined w/ Development **Rear:** Determined w/ Development	**Front:** 50’ **Side:** 25’ 50’ (Adj. to Thoroughfare) **Rear:** 25’
Size of Lots	**Area:** Determined w/ Development **Width:** Determined w/ Development **Depth:** Determined w/ Development	**Area:** 1 Acre **Width:** 100’ **Depth:** 150’
Minimum Dwelling Area	**Size (1-2 Bedrooms):** 850 SF **Size (3+ Bedrooms):** 850 + 150 SF (Each Room)	**Size (1-2 Bedrooms):** 850 SF **Size (3+ Bedrooms):** 850 + 150 SF (Each Room)
Maximum Height	**Stories:** 8’ (Max. of 110’)	**Stories:** 5
Lot Coverage	**Maximum:** 45%	**Maximum:** 80%
Minimum Usable Open Space	**Minimum:** 30%	**Minimum:** 30% (Consolidated in District)
Building Configuration	**Design:** Wrap-Around Configuration	**Design:** Wrap-Around Configuration
First Floor	**Minimum Height:** 14’	**Minimum Height:** 14’
Garage Height	**Maximum Height:** Height of Exterior Building	**Maximum Height:** Height of Exterior Building

Permitted Uses

By Right:

- Mobile Food Vendor
- Multifamily Dwelling
- Park or Playground
- Townhome (Single-Family Dwelling, Attached)


Tract 1
Tract 2
Tract 3
Tract 4
Tract 5
Tract 6
Tract 7
MAHARD PARKWAY



NEIGHBORHOOD SUB-DISTRICT

RETAIL SUB-DISTRICT

Subdistrict Regulations (Retail Subdistrict)

District Regulations

Assisted Living:

- Number of Units: **249**
- Height: Increase from 2 Stories to **5 Stories**

Full-Service Hotel:

- Height: Increase from 2 Stories to **8 Stories**

Other Commercial Uses:

- Floor Area Ratio: Increase from 0.4:1 to **0.8:1**

District Regulations

	Retail District Regulations (Zoning Ordinance)	Proposed Regulations (Retail District)
Size of Yards	**Front:** 30’ **Side:** 0’ (Attached, Separate Lots) 15’ (Adj. to Commercial) 30’ (Adj. to Thoroughfare) 30’ (1-Story Adj. to Res.) 60’ (2-Story Adj. to Res.) **Rear:** 0’ (Attached, Separate Lots) 15’ (Adj. to Commercial) 30’ (1-Story Adj. to Res.) 60’ (2-Story Adj. to Res.)	**Front:** 30’ **Side:** 0’ (Attached, Separate Lots) 15’ (Adj. to Commercial) 30’ (Adj. to Thoroughfare) 30’ (1-Story Adj. to Res.) 60’ (2-Story Adj. to Res.) **Rear:** 0’ (Attached, Separate Lots) 15’ (Adj. to Commercial) 30’ (1-Story Adj. to Res.) 60’ (2-Story Adj. to Res.)
Size of Lots	**Area:** 10,000 SF **Width:** 100’ **Depth:** 100’	**Area:** 10,000 SF **Width:** 100’ **Depth:** 100’
Maximum Height	**Stories:** 2 (Max. of 40’)	**Stories:** 2 (Max. of 40’)
Lot Coverage	**Maximum:** 40%	**Maximum:** 40%
Floor Area Ratio	**Maximum:** 0.4:1	**Maximum:** 0.8:1

Permitted Uses

By Right:

- Administrative, Medical, or Professional Office
- Alcoholic Beverage Sales
- Antique Shop
- Assisted Care or Living Facility
- Automobile Paid Parking Lot/Garage
- Automobile Parking Lot/Garage
- Bank, Savings and Loan, or Credit Union
- Beauty Salon/Barber Shop (Incidental Use)
- Big Box
- Business Service

Permitted Uses Cont.

By Right:

- Catering
- Child Care Center, Incidental
- Farmer's Market
- Food Truck Park (Special Events Only)
- Furniture, Home Furnishings and Appliance Store
- Governmental Office
- Gymnastics/Dance Studio
- Health/Fitness Center
- Hotel, Full Service
- House of Worship

Permitted Uses Cont.

By Right:

- Insurance Office
- Meeting/Banquet/Reception Facility
- Mobile Food Vendor
- Multifamily Dwelling
- Museum/Art Gallery
- Park or Playground
- Print Shop (Minor)
- Restaurant
- Retail/Service Incidental
- Retail Stores and Shops

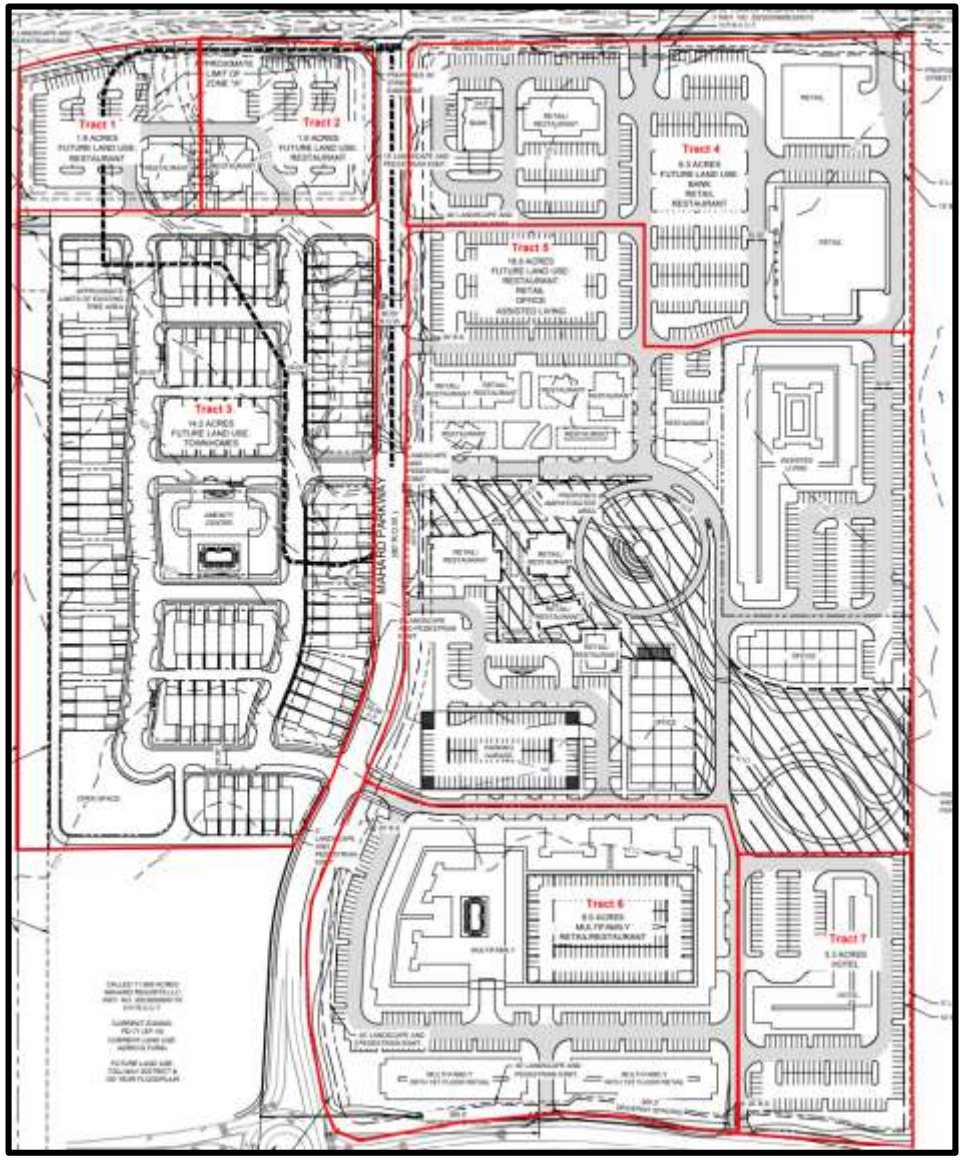
Permitted Uses Cont.

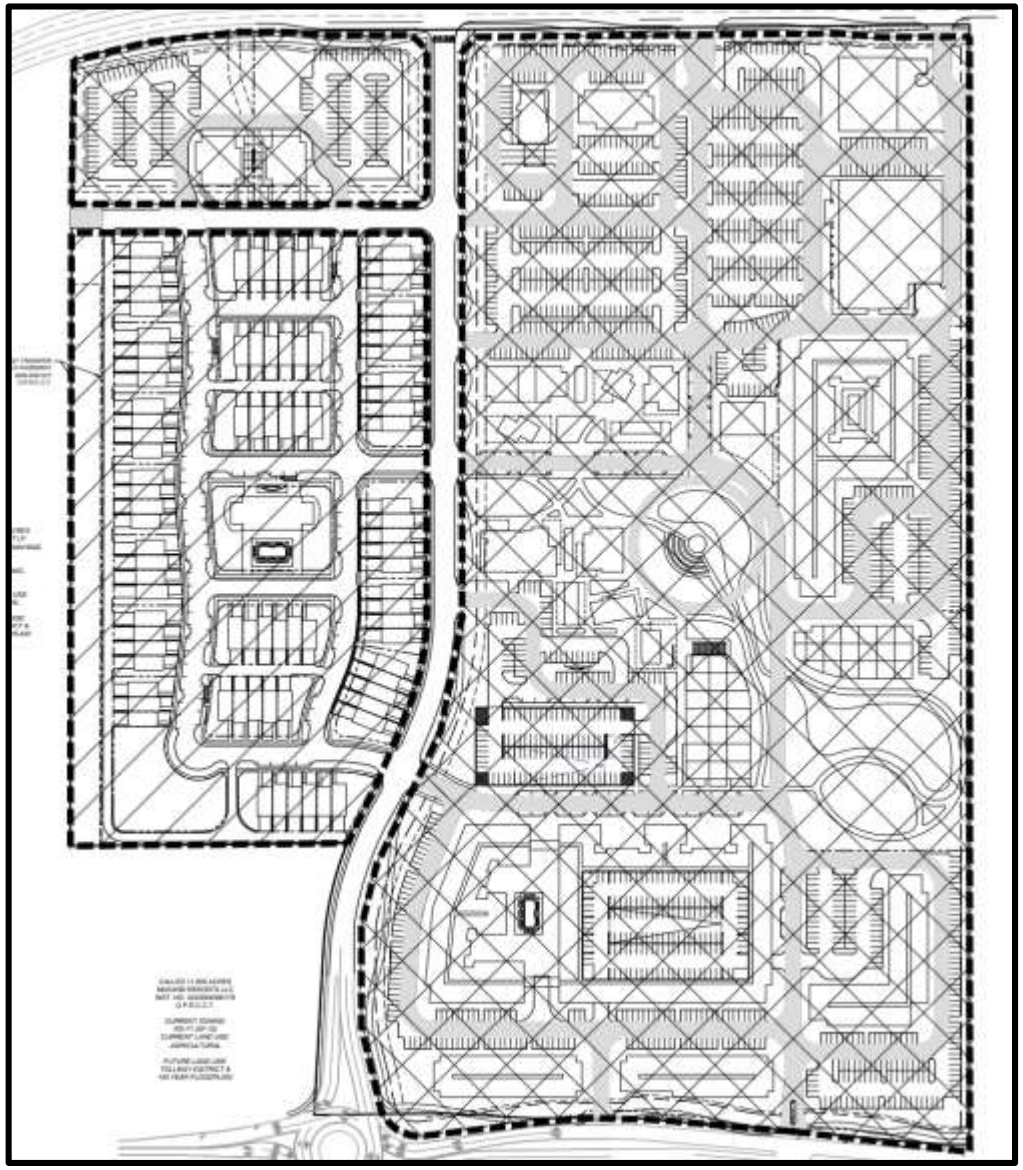
By Right:

- School, Private or Parochial
- School, Public
- Theater, Neighborhood
- Theater, Regional
- Veterinarian Clinic and/or Kennel, Indoor
- Wireless Communications and Support Structures

By Specific Use Permit:

- Commercial Amusement, Indoor
- Restaurant (Drive-Through)


Tract 1
Tract 2
Tract 3
Tract 4
Tract 5
Tract 6
Tract 7
MAHARD PARKWAY



NEIGHBORHOOD SUB-DISTRICT

RETAIL SUB-DISTRICT

General Regulations (Both Subdistricts)

Architectural Standards

Building Materials:

- Primary (Min. of 75%)
    - Brick
    - Cementitious Panel System (Max. of 35%)
    - Glazing (Curtain or Window Wall)
    - Stone (Natural or Manufactured)
- Secondary (Max. of 25%)
    - Clapboard Siding
    - Metal Panel Systems
    - Resin-Impregnated Wood Panel System
    - Stucco (Three-Coat)

Architectural Standards Cont.

Building Materials:

- First Floor of Buildings
    - Masonry Cladding (Min. of 90%)
    - Metal Panel Systems (Non-Residential Uses Only)
- Multifamily Buildings
    - Brick
    - Cementitious Panel System
    - Stone (Natural or Manufactured)

Architectural Standards Cont.

Building Materials:

- Office Buildings
    - Decorative or Enhanced Concrete Tilt Wall (Max. of 60%)
    - Primary Materials
    - Secondary Materials

Architectural Standards Cont.

Building Design:

- Articulation
    - Articulation will be accentuated by the inclusion of architectural building features, awnings or canopies, or different building materials and is required where retail or service uses take place on the first floor of a building and building façades front both streets and driveways.
- Awnings, Canopies, and Overhangs
    - Awnings and canopies will be comprised of materials that are complimentary to the building.
- Door and Windows
    - Windows will be transparent on 30% of ground floor façade areas facing open space or right-of-way and 20% of upper floor façade areas facing right-of-way.

Architectural Standards Cont.

Building Design:

- Embellishments and Mechanical Equipment
    - Architectural embellishments and mechanical equipment may extend 20 feet above the building height provided they are setback at a distance equal to their height or are integral parts of the building façade.
- Entries
    - Entries will be highlighted using building articulation and entry canopies.

Architectural Standards Cont.

Building Design:

- Façade Composition
    - Façade compositions will consist of architecturally compatible multi-tenant storefronts, defined and articulated building entrances, and accentuated and unique features for “feature buildings” located at the intersection of streets.
- Height
    - Hotel: Minimum of 4 Stories
    - Multifamily: Minimum of 3 Stories
    - Office: Minimum of 2 Stories
    - Restaurant/Retail: Minimum of 1 Story
    - Townhome: Minimum of 2 Stories

Architectural Standards Cont.

Building Design:

- Parking Structures
    - Parking structures will have horizontal and vertical articulation, clearly marked entries and exits for vehicles and pedestrians, and architectural finishes compatible to surrounding buildings if visible from the street.
- Projections
    - Projections into Fire, Access, Utility, and Drainage Easements (F.A.U.D.E.) are permitted if there are no encroachments into building setbacks, extensions over public right-of-way, and extensions over public utilities located within a fire lane or public utility easement.

Architectural Standards Cont.

Building Design:

- Roof Form
  - Roofs will be flat or low-pitched (2.5:12 or lower) with parapets.








































LOCAL


DELIVAS


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Development Guidelines

Triggers:

- The full length of Mahard Parkway, as shown on the conceptual plan, will be constructed with the townhome section.
- A minimum of 50,000 square feet of commercial development will be constructed prior to the construction of the multifamily.

Development Guidelines Cont.

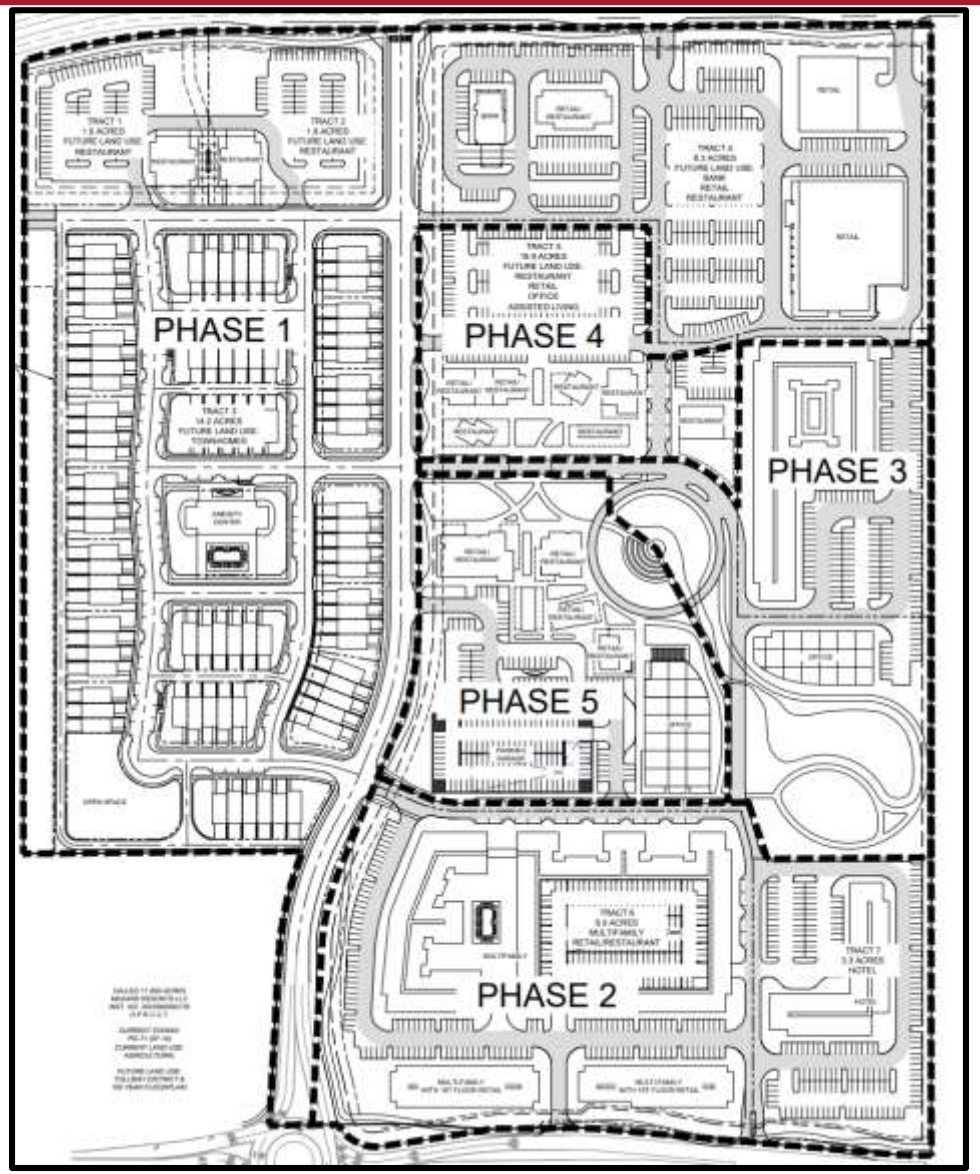
Phasing:

- Phase 1
    - Tract 1: Restaurant
    - Tract 2: Restaurant
    - Tract 3: Townhomes
        - Mahard Parkway ROW Dedication
        - Townhome Street Dedication
    - Tract 4: Bank, Restaurant/Retail, and Retail
- Phase 2
    - Tract 6: Multifamily and Restaurant/Retail
    - Tract 7: Full-Service Hotel

Development Guidelines Cont.

Phasing:

- Phase 3
  - Portion of Tract 5: Assisted Living and Office
- Phase 4
  - Portion of Tract 5: Restaurant and Restaurant/Retail
- Phase 5
  - Portion of Tract 5: Office and Restaurant/Retail


PHASE 1
PHASE 4
PHASE 3
PHASE 5
PHASE 2

Open Space

Townhomes:

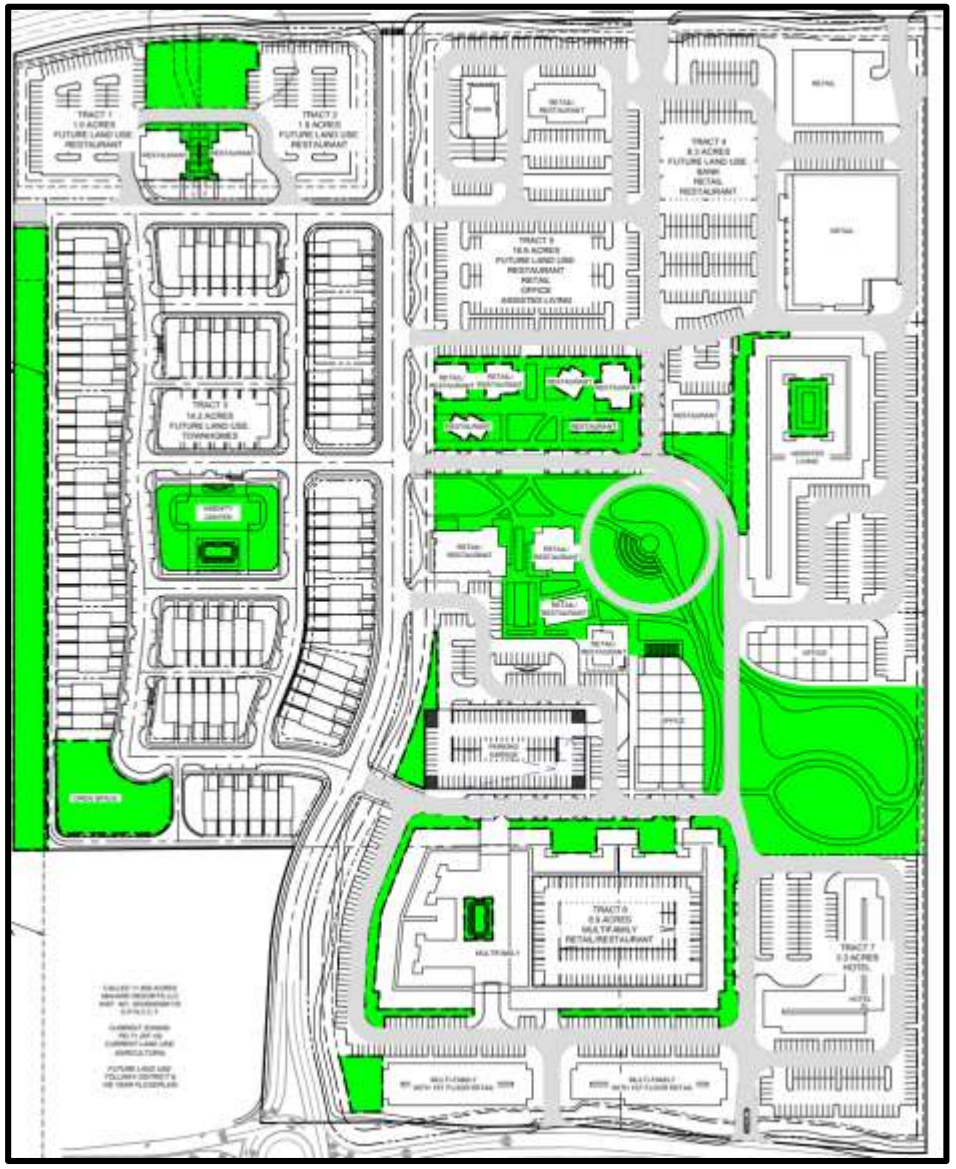
- Exclusively within Townhome Area (Min. of 20%)

Multifamily:

- Incorporated with Entire Development (Min. of 30%)
    - Amphitheater Area and Water Feature

Commercial Uses:

- Incorporated with Entire Development (Min. of 7% for Each Lot)
    - Amphitheater Area and Water Feature


TRACT 1
10 ACRES
FUTURE LAND USE
RESTAURANT
TRACT 2
1.5 ACRES
FUTURE LAND USE
RESTAURANT
TRACT 4
8.3 ACRES
FUTURE LAND USE
BANK
RETAIL
RESTAURANT
TRACT 5
14.2 ACRES
FUTURE LAND USE
TOWNHOMES
TRACT 6
8.9 ACRES
MULTIFAMILY
RETAIL/RESTAURANT
TRACT 7
3.3 ACRES
HOTEL

Noticing

Notices:

- Friday, September 26th

Citizen Response:

- None

Recommendation

Town Staff:

- Approval

Planning & Zoning Commission:

- Approval (5-0)

TOWN OF PROSPER
A Place Where Everyone Matters

PLANNING

To: **Mayor and Town Council**

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

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager

Re: **Notice of Appeals**

Town Council Meeting – October 14, 2025

Strategic Visioning Priority: 3. Commercial Corridors are ready for Development

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Agenda Item:
Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on Preliminary Site Plans and Site Plans.

Description of Agenda Item:
Attached is the Preliminary Site Plan that was acted on by the Planning & Zoning Commission on September 15, 2025.

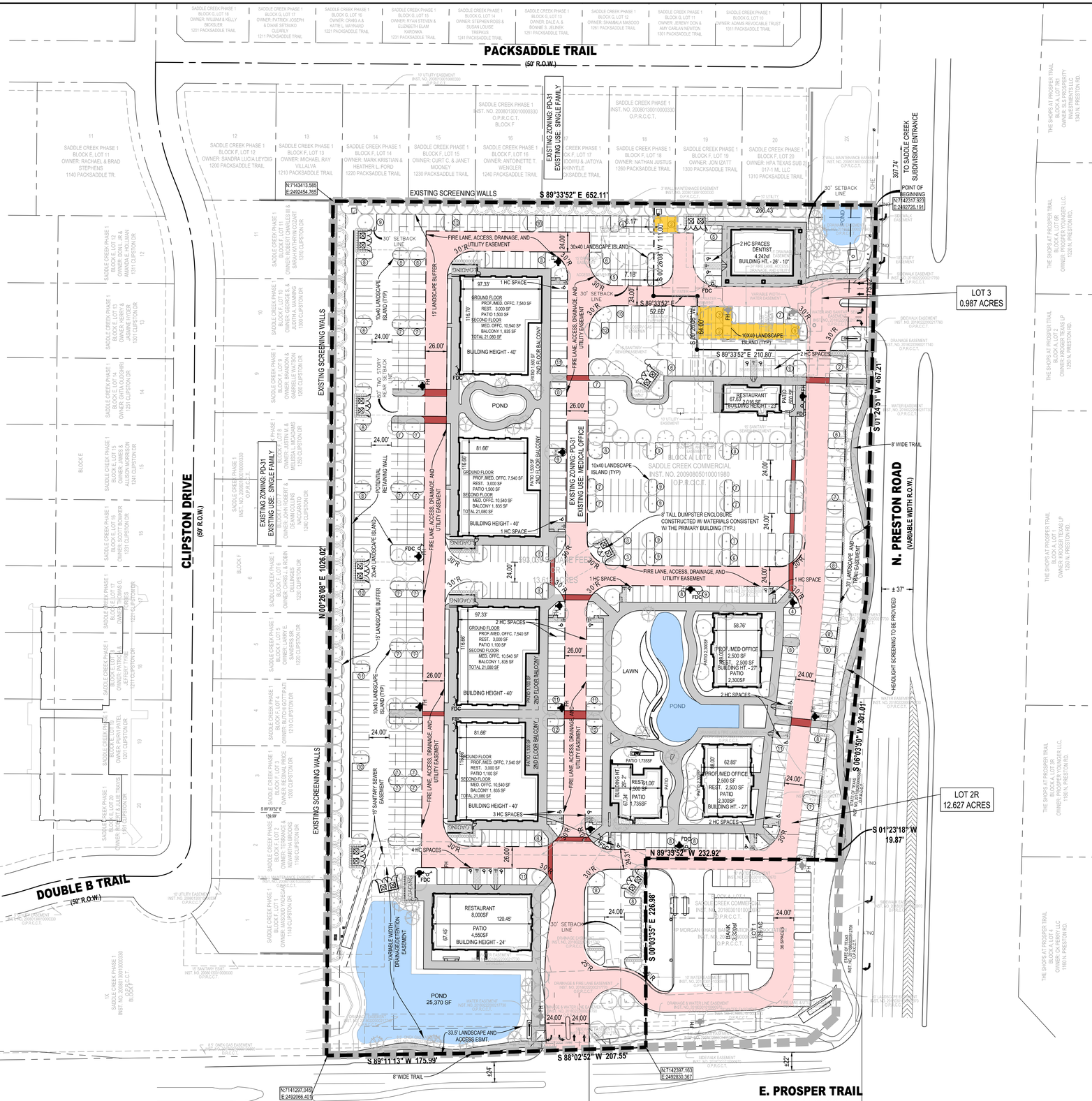
Per the Zoning Ordinance, the Town Council can direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plans and Site Plans acted on by the Planning & Zoning Commission.

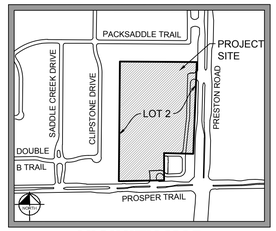
Budget Impact:
There is no budgetary impact affiliated with this item.

Attached Documents:
1. DEVAPP-25-0088 – Saddle Creek Commercial, Block A, Lots 2R & 3 (Approved 5-0)
2. PowerPoint Slides

Town Staff Recommendation:
Town Staff recommends the Town Council take no action on this item.

Proposed Motion:
N/A





VICINITY MAP
NOT TO SCALE

tnp

60 30 0 60
SCALE IN FEET
1" = 60'

LEGEND

- EXISTING PROPERTY LINE
- PROPOSED ZONING LINE
- EXISTING ZONING LIMITS
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- PROPOSED FIRE LANE
- PROPOSED SIDEWALK
- PROPOSED PEDESTRIAN CROSSING
- PROPOSED POND
- LOT 3 PHASE 2 DEVELOPMENT

TOWN OF PROSPER STANDARD SITE PLAN NOTES:

1. All development standards shall follow Town Standards.
2. Landscaping shall conform to landscape plans approved by the Town of Prosper. All development standards shall follow Fire Requirements per the Town of Prosper.
3. 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.
4. All signage is subject to Building Official approval.
5. 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.
6. 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.
7. 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 *

SITE INFORMATION

	OVERALL	LOT 2R	LOT 3
LAND AREA:	13.614 ACRES (593,039 SF)	12.627 ACRES (550,045 SF)	0.987 ACRES (42,994 SF)
CURRENT ZONING:	PLANNED DEVELOPMENT (PD-31)	PLANNED DEVELOPMENT (PD-31)	PLANNED DEVELOPMENT (PD-31)
EXISTING USE:	DENTAL OFFICE W/ REMAINING VACANT	VACANT	DENTAL OFFICE
PROPOSED USE:	DENTAL OFFICE & NON RESIDENTIAL USES PER PD	NON RESIDENTIAL USES PER PD	DENTAL OFFICE
BUILDING AREA:	± 113,078 SF	± 108,836 SF	± 4,242 SF
BUILDING HEIGHT:	40' MAX	40' MAX	27' MAX
LOT COVERAGE:	70,034/593,039=.118-> 11.8%	65,792/550,045=.119-> 11.9%	4,242/42,994=.098-> 9.8%
HANDICAP PARKING REQUIRED, INCLUDING VAN ACCESSIBLE	12	10	2
HANDICAP PARKING PROVIDED, INCLUDING VAN ACCESSIBLE	21	19	2
FLOOR AREA RATIO	113,078 SF / (13.614 x 43,560) = 0.19 -> 19%	108,836 SF / (12.627 x 43,560) = 0.19 -> 19%	4,242 SF / (0.987 x 43,560) = 0.098 -> 9.8%
*BUILDING REQUIRED PARKING:	1 / 250 SF OFFICE SPACE = 81,562 / 250 = 327 SPACES 1 / 100 SF RESTAURANT (MULTI TENANT SPACE) = 17,000 / 100 = 170 SPACES 1 / 75 SF RESTAURANT (STAND-ALONE) = 6,516 / 75 = 87 SPACES TOTAL = 584	1 / 250 SF OFFICE SPACE = 77,322 / 250 = 310 SPACES 1 / 100 SF RESTAURANT (MULTI TENANT SPACE) = 17,000 / 100 = 170 SPACES 1 / 75 SF RESTAURANT (STAND-ALONE) = 6,516 / 75 = 87 SPACES TOTAL = 567	1 / 250 SF OFFICE SPACE = 4,242 / 250 = 17 SPACES
BUILDING PARKING PROVIDED:	646	617	29
INTERIOR LANDSCAPE AREA REQUIRED (15 SF / PARKING SPACE):	9,690 SF	9,255 SF	435 SF
INTERIOR LANDSCAPE AREA PROVIDED	31,021	27,787	3,234
IMPERVIOUS SURFACE (SF)	480,660	446,745 SF	33,915 SF
OPEN SPACE REQUIRED (7% TOTAL AREA)	593,039 x 0.07 = 41,513 SF	550,045 x 0.07 = 38,504 SF	42,994 x 0.07* = 3010 SF
OPEN SPACE PROVIDED	72,550 SF	69,344 SF	3,206 SF

*NOTE: PATIO PARKING AT 1 SPACE PER 200 SF WILL BE PROVIDED AT THE TIME OF SITE PLAN SUBMITTAL.

NOTE: THE SITE IS SITUATED IN ZONE "X" OUTSIDE OF THE 100 YEAR FEMA FLOOD PLAIN AS SHOWN ON EXISTING FEMA MAPS 48085C0235J AND 48085C0120J BOTH EFFECTIVE ON 6/2/2009.

NOTE: AT THE SITE PLAN LEVEL, ENSURE ALL PROPOSED COMMERCIAL RESTAURANT/FOOD FACILITIES INSTALL THEIR OWN INDIVIDUAL MINIMUM 1,000 GALLON GREASE TRAP. GREASE TRAP MUST BE EXTERIOR, IN GROUND AND MUST INCLUDE A SAMPLE WELL. GREASE TRAP CANNOT BE INSTALLED IN A PARKING STALL OR FIRE LANE. GREASE TRAP SIZE AND LOCATION MUST BE SHOWN ON SITE PLAN PER HEALTH DEPARTMENT.

CASE NO. DEVAPP - 25-0088

PRELIMINARY SITE PLAN
SADDLE CREEK COMMERCIAL
BLOCK A, LOTS 2R & 3

593,039 SQUARE FEET
13.614 ACRES
ALL OF THE REMAINDER OF BLOCK A, LOT 2 OF SADDLE CREEK COMMERCIAL, AN ADDITION TO THE TOWN OF PROSPER, TEXAS AS RECORDED IN INSTRUMENT NUMBER 2024010000593 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS

SITUATED IN THE
SPENCER RICE SURVEY, ABSTRACT NUMBER 787
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

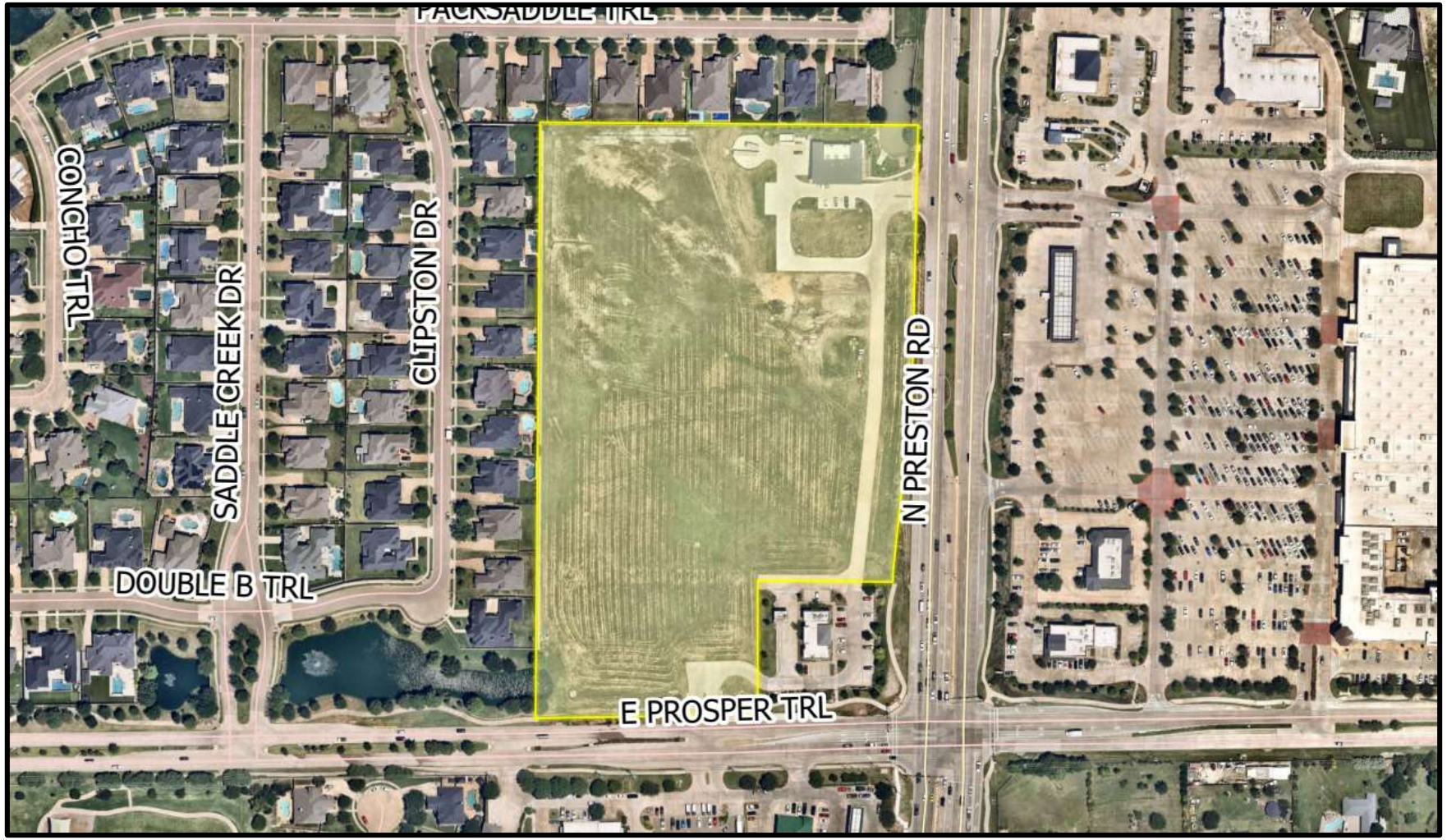
OWNER
SADDLE CREEK INVESTMENTS, LTD.
5550 Granite Pkwy Ste 110
Plano, Tx 75024
Contact: Brad Burns
972.931.9585

PROJECT INFORMATION
Project No.: BRB 23074
Date: SEPT 10, 2025
Drawn By: CAS
Scale: 1"=60'

SURVEYOR
TEAGUE NALL & PERKINS, INC.
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
T.B.P.L.S. Registration No. 10194381
www.tnpinc.com
Contact : Jay Maddox

ENGINEER
TEAGUE NALL & PERKINS, INC.
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
T.B.P.L.S. Registration No. 10194381
www.tnpinc.com
Contact : Cameron Slown

Saddle Creek Commercial, Block A, Lots 2R and 3 (DEVAPP-25-0088)


PACKSADDLE TRL
CONCHO TRL
SADDLE CREEK DR
CLIPSTON DR
N PRESTON RD
DOUBLE B TRL
E PROSPER TRL

Information

Purpose: The applicant requests approval of a preliminary site plan that will create a lot for the dental office and a remainder lot. The lots will consist of the following:

Lot 2R: Five one-story and four two-story buildings.
Total of 108,836 square feet.
Proposed office and restaurant uses in compliance with PD-31.

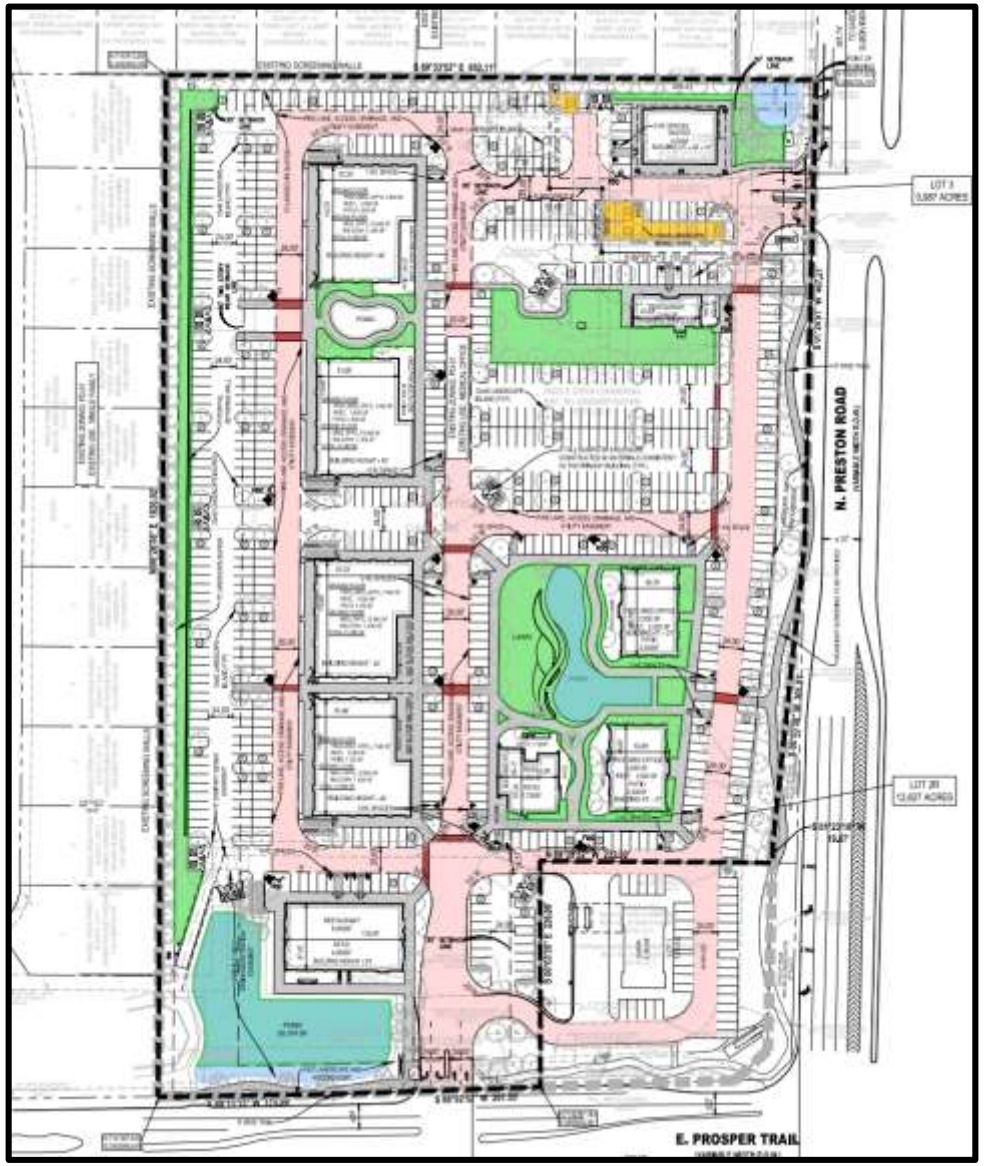
Lot 3: An existing 4,242 square foot dental office.
The parking and drive-aisle configuration around the office will remain until Lot 2R develops.

History: The first preliminary site plan was approved on this property in 2007 (D07-0026). After expiring, the same preliminary site plan layout was approved in 2010 (D10-0011) and then again in 2016 (D15-0098). The last approved plan is included as attachment.

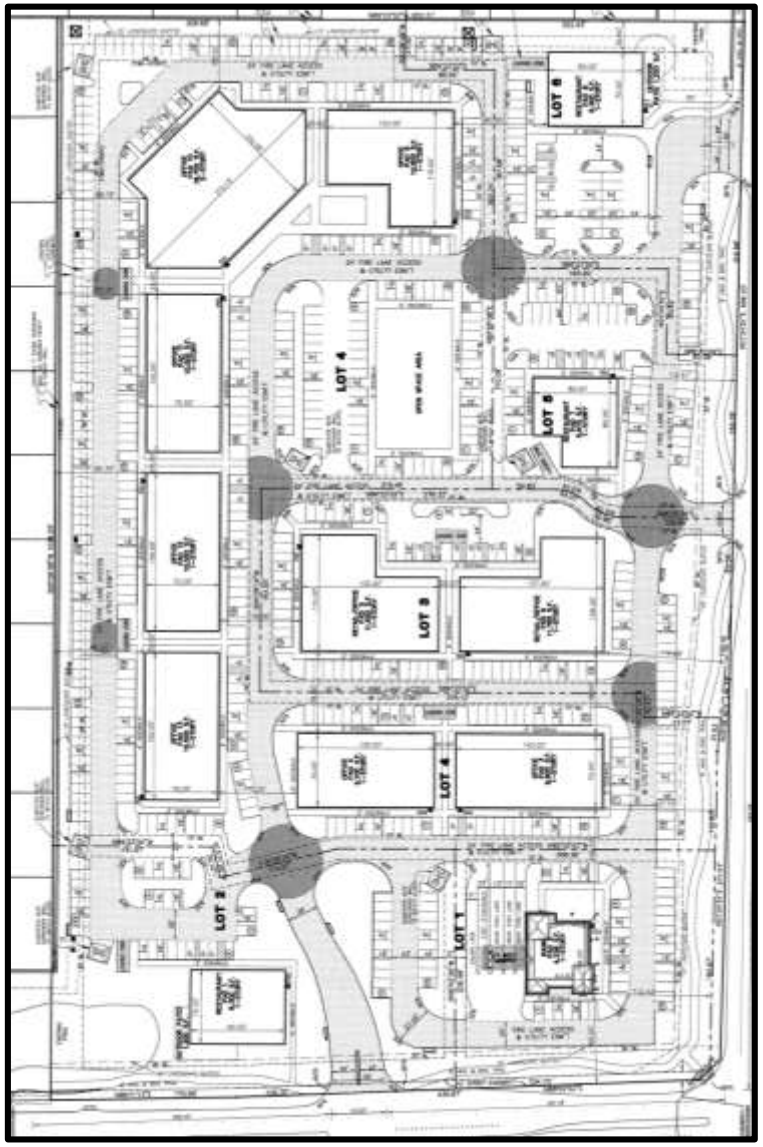
Preliminary Site Plan



Open Space Plan



Expired Preliminary Site Plan



TOWN OF PROSPER
A Place Where Everyone Matters

PLANNING

To: **Mayor and Town Council**

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

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager

Re: **Planned Development for Prosper Oaks**

Town Council Meeting – October 14, 2025

Strategic Visioning Priority: 3. Commercial Corridors are ready for Development

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Agenda Item:
Conduct a Public Hearing and consider and act upon a request to rezone 373.5± acres from Agricultural to a Planned Development allowing for both Single-Family and Age-Restricted Single-Family Residences, located on the south side of Parvin Road and 2,070± feet east of FM 1385. (ZONE-24-0022)

Background:
On August 26, 2025, the Town Council held a Public Hearing on this item. The Public Hearing was closed, and the item was tabled to the following Town Council meeting on September 16, 2025. On September 16, 2025, the Town Council tabled this item to the Town Council meeting on October 14, 2025.

The applicant has made the following modifications to the proposal:

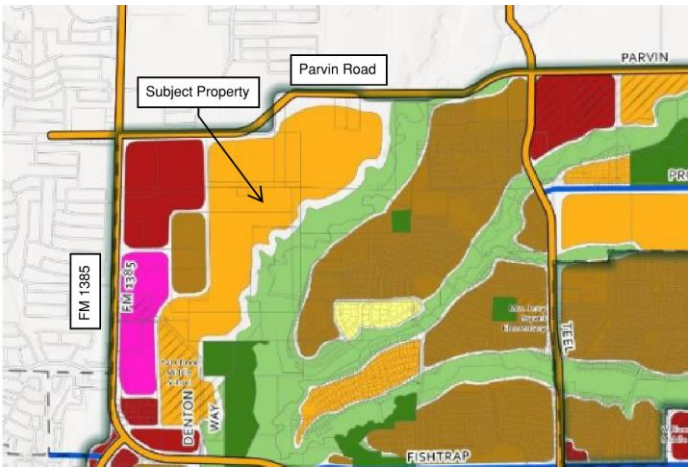
- Reduction of the maximum number of dwelling units in both tracts from 800 to 775.
- Reduction of the maximum number of dwelling units in the western tract from 525 to 500.
- Reduction of the maximum number of Type E Lots from 200 to 175.
- Increase in the minimum width for Type E Lots from 55 feet to 60 feet.
- Removal of the Craftsman style home from the proposed elevations.

Future Land Use Plan:
The Future Land Use Plan recommends Medium Density Residential.

- Medium Density Residential recommends single-family detached dwelling units on lots that range from 12,500 square feet to 20,000 square feet. Medium Density Residential neighborhoods may have a variation of lot sizes provided that the density is within a specific range (1.6 – 2.5 dwelling units per acre). This development has lot sizes ranging from 7,500 square feet to 20,000 square feet with an overall density of 2.2 units per acre.

The proposed development would allow for a maximum of 775 single-family and age-restricted single-family homes on 373.5± acres (359.2± net acres), putting the density for this development at 2.2 units per acre.

The request for an amendment to the Future Land Use Plan for the western tract was withdrawn as the proposal is now compliant with the designation of Medium Density Residential due to the density calculation being for the entire development instead of for two separate tracts.





Zoning:
The property is zoned Agricultural.

Thoroughfare Plan:
This property has direct access to Parvin Road.

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

Hike & Bike Trail:
The Hike & Bike Trail Master Plan requires hike and bike trails along Parvin Road, Frontier Parkway, and Doe Branch that connect to the existing hike and bike trails adjacent to Windsong Ranch.

Budget Impact:
There is no budgetary impact affiliated with this item.

Legal Obligations and Review:
Notification was provided as required by the Zoning Ordinance and state law. Staff has received three responses in support of the proposed zoning request to date.

Attached Documents:
1. Aerial & Zoning Maps
2. Future Land Use Exhibit
3. Exhibit A-1 – Written Metes and Bounds
4. Exhibit A-2 – Boundary Exhibit
5. Exhibit B – Letter of Intent
6. Exhibit C – Development Standards (Clean)
7. Exhibit C – Development Standards (Redlined)
8. Exhibit D – Conceptual Plan

9. Exhibit E – Development Schedule
10. Exhibit F – Elevations
11. Exhibit G – Landscape, Open Space, and Trail Plan
12. Exhibit H – Amenity Renderings
13. Draft Development Agreement
14. Letter of Support – Carey, S.
15. Letter of Support – Carey, M.
16. Letter of Support – Varkey, V.
17. PowerPoint Slides

Description of Agenda Item:
The purpose of this request is to rezone the property from Agricultural to a Planned Development with a base zoning of Single Family-12.5 for the single-family residential section and Single Family-10 for the age-restricted single-family residential section. The intent of the request is to construct a maximum of 775 single-family homes on 373.5± acres. On the eastern tract of the property, 181.8± acres, the intent is to construct a maximum of 275 single-family homes. On the western tract of the property, 191.7± acres, the intent is to construct a maximum of 500 age-restricted single-family homes intended for residents 55 years of age and older.

Compatibility:
This zoning change would not be out of character with the existing area due to compatibility with adjacent properties. The adjacent property to the east is an existing residential neighborhood, Windsong Ranch, with lot sizes ranging from 8,000 square feet to 20,000 square feet. The proposed subdivision will have lot sizes ranging from 7,500 square feet to 20,000 square feet that will keep the Future Land Use Plan for this property as Medium Density Residential.

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

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Agricultural	Vacant	Medium Density Residential
North	City of Celina	Single-Family Residential	N/A
East	Planned Development-40 (Single-Family)	Single-Family Residential (Windsong Ranch)	High Density Residential
South	Planned Development-40 (Single-Family)	Vacant	Parks
West	Agricultural	Vacant	High Density Residential and Retail & Neighborhood Services

SINGLE-FAMILY RESIDENTIAL SECTION (EAST TRACT)

District Regulations:
The eastern section of this property contains two different lot types, Type A and Type B Lots. Type A Lots will have a lot width of 80 feet or greater and will be developed to the standards of the Single Family-12.5 District in the Zoning Ordinance. A minimum of 100 Type A Lots are required

in the east tract. Type B Lots will have lot widths of less than 80 feet but no less than 75 feet. Type B Lots will be developed to the standards of the Single Family-10 District in the Zoning Ordinance. Additionally, a minimum of ten percent of all lots within this tract will be required to be a minimum of 20,000 square feet. The single-family residential district regulations within the Planned Development compared to the regulations in the Single Family-12.5 and Single Family-10 Districts in the Zoning Ordinance are shown below.

	Single Family-12.5 District Regulations (Zoning Ordinance)	**Proposed District Regulations (Type A Lots)**	**Single Family-10 District Regulations (Zoning Ordinance)**	**Proposed District Regulations (Type B Lots)**
Size of Yards	**Front:** 30’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’	**Front:** 30’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’	**Front:** 25’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’	**Front:** 25’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’
Size of Lots	**Minimum Lot Area:** 12,500 SF **Minimum Lot Width:** 80’ **Minimum Lot Depth:** 135’	**Minimum Lot Area:** 12,500 SF **Minimum Lot Width:** 80’ **Minimum Lot Depth:** 135’	**Minimum Lot Area:** 10,000 SF **Minimum Lot Width:** 80’ **Minimum Lot Depth:** 125’	**Minimum Lot Area:** 10,000 SF **Minimum Lot Width:** 75’ **Minimum Lot Depth:** 125’
Minimum Dwelling Area	**Dwelling Area:** 1,800 SF	**Dwelling Area:** 1,800 SF	**Dwelling Area:** 1,800 SF	**Dwelling Area:** 1,800 SF
Minimum Enclosed Parking (Garage) Area	**Garage Area:** 400 SF	**Garage Area:** 600 SF	**Garage Area:** 400 SF	**Garage Area:** 600 SF
Maximum Height	**Stories:** 2.5 Stories or 40’	**Stories:** 2.5 Stories or 40’	**Stories:** 2.5 Stories or 40’	**Stories:** 2.5 Stories or 40’
Maximum Lot Coverage	**Lot Coverage:** 45%	**Lot Coverage:** 45%	**Lot Coverage:** 45%	**Lot Coverage:** 45%

Uses:

The list of permitted uses within the single-family residential section of this Planned Development is shown below.

- By Right:
  - Accessory Building
  - Antenna and/or Antenna Support Structure, Non-Commercial
  - Child Care Center, Home
  - Home Occupation

- Homebuilder Marketing Center
- Household Care Facility
- Model Home
- Municipal Uses Operated by the Town of Prosper
- Park or Playground
- Private Recreation Center
- Private Street Development
- Private Utility, Other Than Listed
- School, Public
- Single-Family Dwelling, Detached
- Wireless Communications and Support Structures less than 15 Feet in Height
- Incidental Uses (Amenity Centers, Community Pools, Sports Courts, etc.)

- By Specific Use Permit:
  - Utility Distribution Facility
  - Wireless Communications and Support Structures greater than 15 Feet in Height

Open Space and Amenities:

The open space standards within the single-family residential section of this Planned Development require a minimum of 30 acres of open space that is non-contiguous provided that each open space area be a minimum of 10,000 square feet and a minimum of 40 feet in width. The amenity standards within the single-family residential section of this Planned Development require a resident amenity area, pocket park with a playground, and at least three amenities from the list below. The amenity area must be completed prior to issuance of a Certificate of Occupancy for the 138th home (out of 275), or halfway through the development of this tract.

- Potential Amenities (Minimum of 3):
  - Event Lawn
  - Fire Pit
  - Fishing Pier
  - Game Lawn
  - Outdoor Grilling Station
  - Pavillion
  - Putting Green
  - Sports Court

AGE-RESTRICTED SINGLE-FAMILY RESIDENTIAL SECTION (WEST TRACT)

District Regulations:

The western section of this property contains three different lot types, Type C, Type D, and Type E Lots. Type C Lots will have a lot width of 75 feet or greater and will be developed to the standards of the Single Family-10 District in the Zoning Ordinance. A minimum of 100 Type C Lots are required within the west tract. Type D Lots will have lot widths of less than 75 feet but no less than 65 feet. Type D Lots will be developed to the standards of the Single Family-10 District in the Zoning Ordinance. Type E Lots will have lot widths of less than 65 feet but no less than 60 feet. Type E Lots will be developed to the standards of the Single Family-10 District in the Zoning Ordinance. A maximum of 175 Type E Lots are permitted in the west tract. These lot types will be inter-mixed within the west tract so that each block will have a different variation of the lot types. The age-restricted single-family residential district regulations within the Planned Development compared to the regulations in the Single Family-10 District in the Zoning Ordinance are shown below.

	Single Family-10 District Regulations (Zoning Ordinance)	Proposed District Regulations (Type C Lots)	Proposed District Regulations (Type D Lots)	Proposed District Regulations (Type E Lots)
Size of Yards	**Front:** 25' **Side:** 8' 15' (Adj. to Side Street) **Rear:** 25'	**Front:** 25' **Side:** 8' 15' (Adj. to Side Street) **Rear:** 25'	**Front:** 25' **Side:** 8' 15' (Adj. to Side Street) **Rear:** 25'	**Front:** 25' **Side:** 8' 15' (Adj. to Side Street) **Rear:** 25'
Size of Lots	**Minimum Lot Area:** 10,000 SF **Minimum Lot Width:** 80' **Minimum Lot Depth:** 125'	**Minimum Lot Area:** 10,000 SF **Minimum Lot Width:** 75' **Minimum Lot Depth:** 125'	**Minimum Lot Area:** 8,800 SF **Minimum Lot Width:** 65' **Minimum Lot Depth:** 125'	**Minimum Lot Area:** 7,500 SF **Minimum Lot Width:** 60' **Minimum Lot Depth:** 125'
Minimum Dwelling Area	**Dwelling Area:** 1,800 SF	**Dwelling Area:** 2,000 SF	**Dwelling Area:** 1,800 SF	**Dwelling Area:** 1,550 SF
Minimum Enclosed Parking (Garage) Area	**Garage Area:** 400 SF	**Garage Area:** 400 SF	**Garage Area:** 400 SF	**Garage Area:** 400 SF
Maximum Height	**Stories:** 2.5 Stories or 40'	**Stories:** 2.5 Stories or 40'	**Stories:** 2.5 Stories or 40'	**Stories:** 2.5 Stories or 40'
Maximum Lot Coverage	**Lot Coverage:** 45%	**Lot Coverage:** 45%	**Lot Coverage:** 45%	**Lot Coverage:** 45%

Uses:

The list of permitted uses within the age-restricted single-family residential section of this Planned Development is shown below.

- By Right:
  - Accessory Building
  - Antenna and/or Antenna Support Structure, Non-Commercial
  - Home Occupation
  - Homebuilder Marketing Center
  - Household Care Facility
  - Model Home
  - Municipal Uses Operated by the Town of Prosper
  - Park or Playground
  - Private Recreation Center
  - Private Street Development
  - Private Utility, Other Than Listed

- Single-Family Dwelling, Detached (Active Adult Community)
- Wireless Communications and Support Structures less than 15 Feet in Height
- Incidental Uses (Amenity Centers, Community Pools, Food Trucks, etc.)

- By Specific Use Permit:
  - Utility Distribution Facility
  - Wireless Communications and Support Structures greater than 15 Feet in Height

Open Space and Amenities:

The open space standards within the age-restricted single-family residential section of this Planned Development require a minimum of 20 acres of open space that is non-contiguous provided that each open space area be a minimum of 10,000 square feet and a minimum of 40 feet in width. The amenity standards within the single-family residential section of this Planned Development require an amenity center or clubhouse, swimming pool with shade structure(s), and at least three amenities from the list below. The amenity area must be completed prior to issuance of a Certificate of Occupancy for the 263rd home (out of 525), or halfway through the development of this tract.

- Potential Amenities (Minimum of 3):
  - Bocce Ball Court
  - Event Lawn
  - Fire Pit
  - Game Lawn
  - Outdoor Spa
  - Pavillion with Outdoor Grilling Station
  - Putting Green
  - Shuffleboard Court or Table
  - Sports Court

GENERAL REGULATIONS (BOTH TRACTS)

Architectural Standards:

The architectural standards within this Planned Development are shown below.

- Building Materials:
  - Permitted Materials
    - Cementitious Fiber Board
    - Clay Fired Brick
    - Granite
    - Marble
    - Stone (Natural or Manufactured)
    - Stucco (Three-Coat)
  - Design
    - The exterior façade of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred percent (100%) masonry.
    - On front façades, cementitious fiber board may constitute up to fifty percent (50%) of the area for stories other than the first story. Additionally, cementitious fiber board may be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story.

- On side and rear façades, cementitious fiber board may constitute up to twenty percent (20%) of all stories.
- Any portion of an upper story, excluding windows, that faces public or private open space, public or private parks, or hike and bike trails, shall be one hundred percent (100%) masonry and may be comprised of cementitious fiber board.
- The exterior cladding of chimneys shall be brick, natural, or manufactured stone, or stucco.
- On Modern Farmhouse style homes (see Exhibit F), cementitious fiber board may constitute up to eighty percent (80%) of the area for stories other than the first story.
- Cementitious fiber board may be used for architectural features, including window box outs, bay windows, roof dormers, garage door headers, columns, exposed sidewalls/gable ends above lower roofs, exposed rafter tails, or other architectural features as approved by the Director of Development Services.

- Roofing:
  - Materials
    - Roof material shall consist of standing seam copper, standing seam metal, natural slate shingles, imitation slate shingles, cementitious tile, or composition 30-year laminated shingles, or other materials as approved by the Director of Development Services.
  - Pitch
    - Main residential structures shall have a minimum slope of six by twelve (6:12).
    - Accessory structures shall have a minimum slope of 1.25:12.

- Entries and Driveways
  - Entries
    - All homes shall have a covered porch, stoop, or portico at the main front entry.
  - Driveways
    - All driveways shall be broomed finished concrete, salt finished concrete, stained patterned concrete, or brick/stone pavers.

Screening and Fencing:

The screening and fencing standards within this Planned Development require all fencing along Parvin Road and Frontier Parkway to be constructed with a minimum of fifty percent (50%) ornamental metal to provide openness along adjacent thoroughfares.

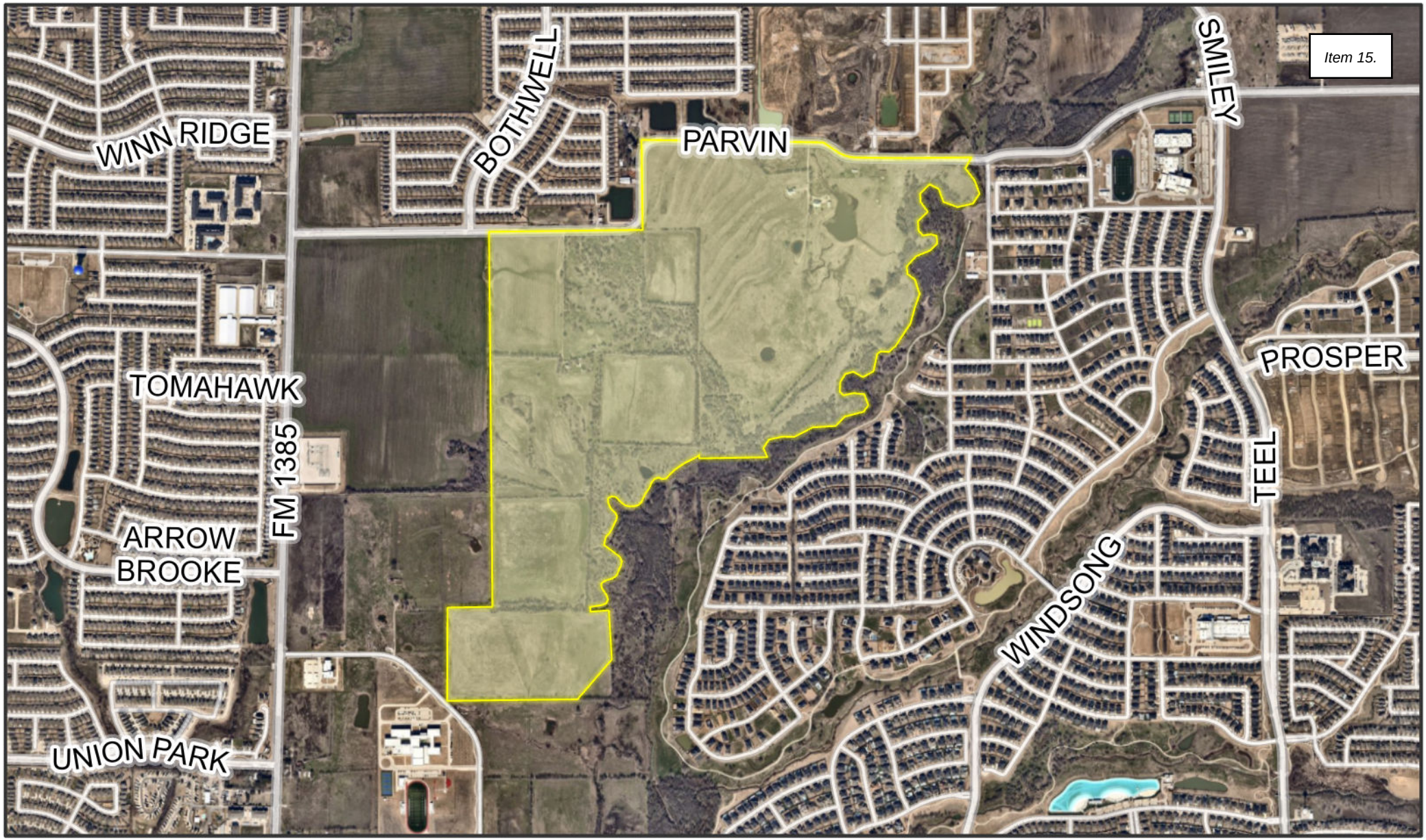
Pedestrian Connectivity:

The pedestrian connectivity standards within this Planned Development reference compliance with Exhibit G, or the Landscape Plan, which indicates ten-foot hike and bike trails along Parvin Road, Frontier Parkway, and Doe Branch that connect to the existing hike and bike trails adjacent to the neighboring community to the east, Windsong Ranch. Additionally, trail enhancements such as butterfly gardens, overlooks, trail heads, trail way stations, etc. will be provided at the entrances of private community trails.

Town Staff Recommendation:
The proposed zoning request is compliant with the Future Land Use Plan. The proposed subdivision is compatible with the existing residential development to the east, Windsong Ranch, as they would have a similar array of lot types. Additionally, the age-restricted single-family section (western tract) provides a transition between the single-family residential (eastern tract) and the adjacent property to the west with a Future Land Use designation of High Density Residential and Retail & Neighborhood Services. For these reasons, Town Staff recommends approval of the request to rezone 373.5± acres from Agricultural to a Planned Development allowing for both Single-Family and Age-Restricted Single-Family Residences, located on the south side of Parvin Road and 2,070± feet east of FM 1385.

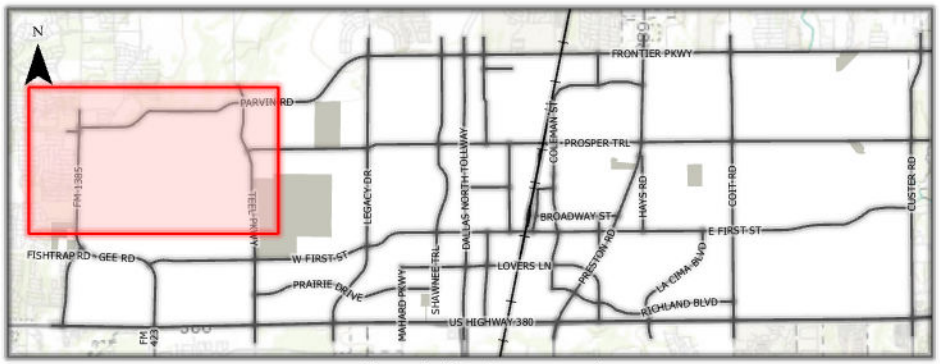
Planning & Zoning Recommendation:
The Planning & Zoning Commission unanimously recommended denial of this item by a vote of 4-0 at their meeting on August 5, 2025. The Commissioners opposed this item due to issues with the age-restricted single-family residential section (western tract), specifically the density being too high, the width of the Type E Lots (55') being too small, and the lack of connectivity from the southern lots to the amenity center.

Proposed Motion:
I move to approve/deny the request to rezone 373.5± acres from Agricultural to a Planned Development allowing for both Single-Family and Age-Restricted Single-Family Residences, located on the south side of Parvin Road and 2,070± feet east of FM 1385.



TOWN OF PROSPER

0 500 1,000 2,000 Feet

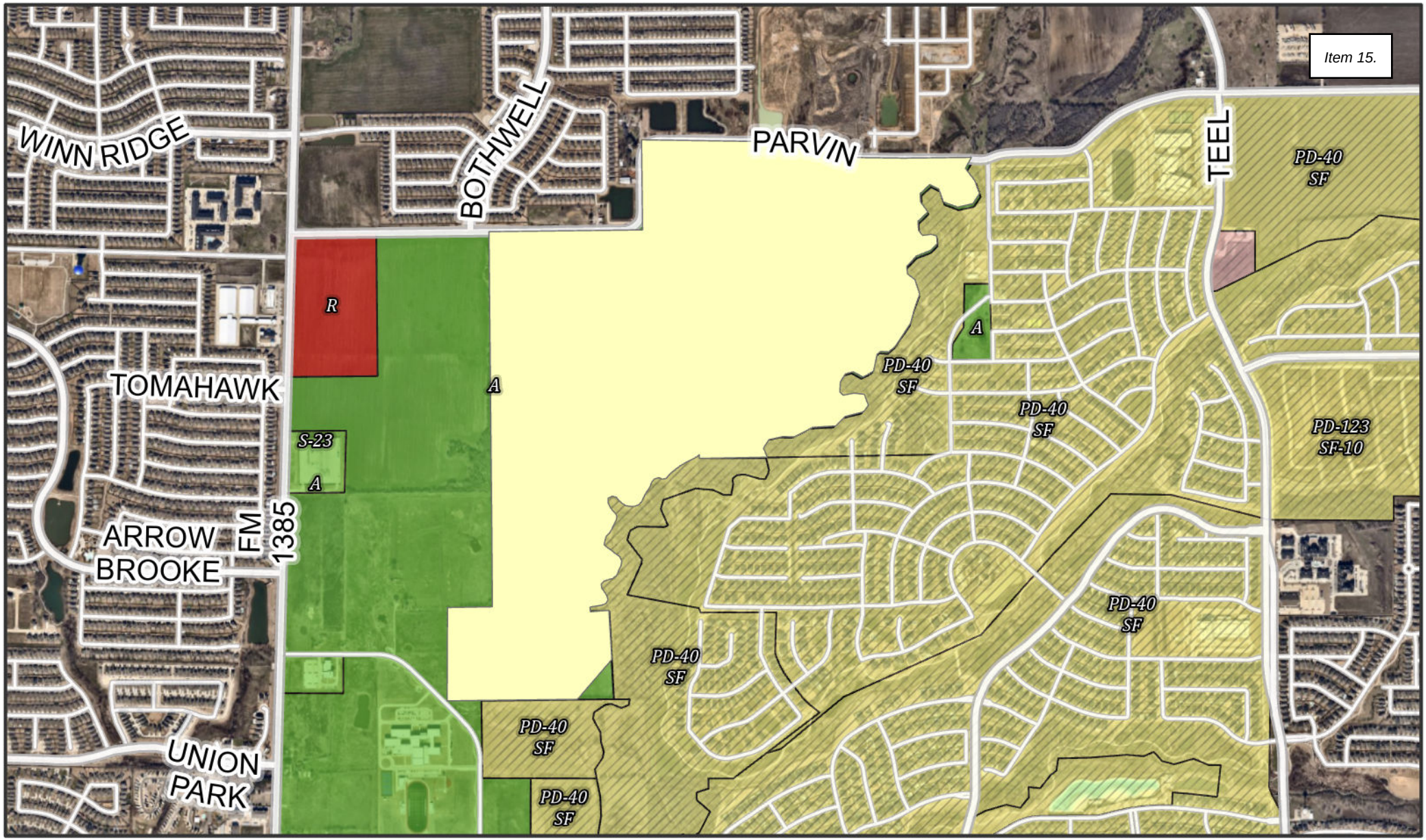


This map for illustration purposes only

ZONE-24-0022

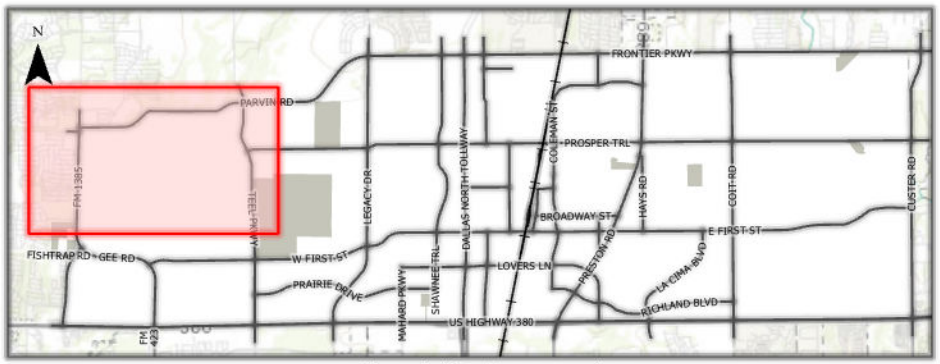
Prosper Oaks

Planned Developm



TOWN OF PROSPER

0 500 1,000 2,000 Feet



This map for illustration purposes only

ZONE-24-0022

Prosper Oaks

Planned Developm

Future Land Use Exhibit

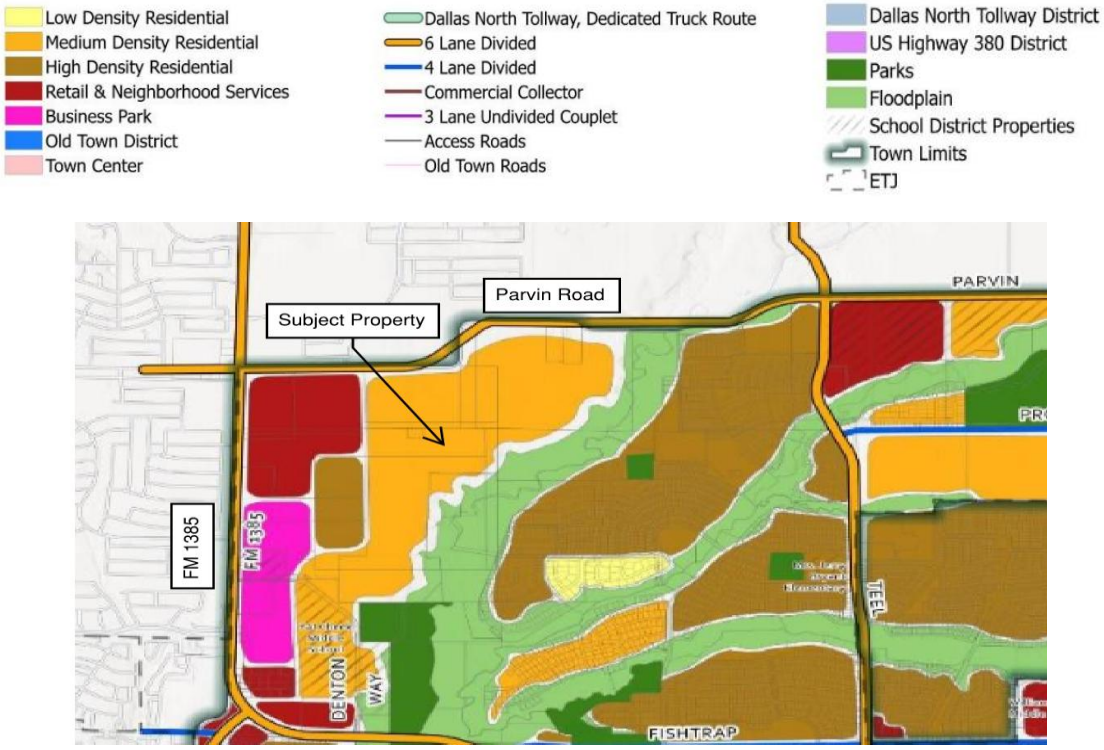


EXHIBIT A-1:WRITTEN METES AND BOUNDS
ZONE-24-0022

BEING a tract of land situated in the L. Rue Survey, Abstract No. 1110, the H. Rue Survey Abstract No. 1111, the B. Rue Survey, Abstract No. 1113, the P.R. Rue Survey, Abstract No. 1555, the C. Jackson Survey, Abstract No. 1546, the F. Wilkerson Survey, Abstract No. 1411, the J. Morton Survey, Abstract No. 793, and the J. Teeter Survey, Abstract 1262, Denton County, Texas and being all of a called 189.695-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-120739, Official Records, Denton County, Texas, and all of a called 155.903-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-187834, said Official Records, and all of a called 5.00-acre tract of land, described in a deed to Jo Lynn Carey Ninemire & Laura Jean Carey Varner, recorded in Instrument No. 2014-16824 said Official Records, and all of a called 5.3266-acre tract of land, described in a deed to Mark and Cathi Carey, recorded in Instrument No. 2007-985, said Official Records, and all of a called 17.070 acre tract of land described in a deed to Prosper Oaks LP, described in a deed to Prosper Oaks LP, recorded in Instrument No. 2024-93696, said Official Records, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in Parvin Road (a public road) for the northwest corner of said 189.695-acre tract and the northeast corner of a called 91.001-acre tract of land described in a deed to Jaianjaneya Real Estate Services LLC, recorded in Instrument No. 2022-120979, said Official Records, also being on the south line of Sutton Fields Phase 4A, recorded in Instrument No, 2023-294, Plat Records, Denton County, Texas;

THENCE North 89°18'40" East, along the northerly line of said 189.695-acre tract and said Parvin Road, a distance of 1,610.43 feet to the southeast corner of said Sutton Fields Phase 4A, same being the westernmost southwest corner of said 155.903-acre tract;

THENCE North 00°39'42" West, departing said northerly line, along the westerly line of said 155.903-acre tract, the easterly line of said Sutton Fields Phase 4A, the easterly line of a called 1.000 acre tract of land described in a deed to Dale & Vicki Travis, as recorded in Instrument No. 2019-53525, said Official Records, the easterly line of a called 1.398 acre tract of land described in a deed to Claude and Kathleen Adams, as recorded in Instrument No. 2011-67775, said Official Records, the easterly line of a called 0.366 acre tract of land described as Tract 2 in a deed to Michael Bohn and Lori Bohn, as recorded in Instrument No. 2020-19369, said Official Records, and continuing along said Parvin Road, a distance of 944.52 feet to the northwest corner of said 155.903-acre tract, common to the southwest corner of Sutton Fields Phase 3D, recorded in Instrument No. 2022-44, said Plat Records;

THENCE South 89°11'31" East, departing the easterly line of said Sutton Fields Phase 4A, and along the northerly line of said 155.903-acre tract, said 5.00-acre tract, said 5.3266-acre tract, and the southerly line of said Sutton Fields Phase 3D, and a called 109.926-acre tract of land described in a deed to Sutton Fields East, LLC, recorded in Instrument No. 2021-192973, said Official Records, a distance of 1,163.72 feet to the northernmost northeast corner of said 5.3266-acre tract;

THENCE South 89°13'09" East, continuing along the northerly line of said 155.903-acre tract, along the northerly line of said 5.00-acre tract, said 5.3266-acre tract, and the southerly line of said 109.926-acre tract, a distance of 740.89 feet to the northernmost northeast corner of said 5.3266-acre tract;

THENCE South 56°15'56" East, continuing along the northerly line of said 5.3266-acre tract and the southerly line of said 109.926-acre tract, and along the northerly line of said 155.903-acre tract, a distance of 180.59 feet to a point at the beginning of a tangent curve to the left with a radius of 350.00 feet, a central angle of 33°01'08", and a chord bearing and distance of South 72°46'30" East, 198.92 feet;

THENCE in an easterly direction, continuing along the northerly line of said 155.903-acre tract and the southerly line of said 109.926-acre tract, with said tangent curve to the left, an arc distance of 201.70 feet to a point for corner;

THENCE South 89°17'04" East, continuing along said northerly line, and the southerly line of said 109.926-acre tract, a distance of 505.80 feet to a mag nail found for the southeast corner of said 109.926-acre tract, common to the southwest corner of a called 101.60-acre tract of land described in a deed to MM Celina Parvin 101, LLC, recorded in Instrument No. 2023-32350, said Official Records;

THENCE South 89°13'57" East, continuing along said northerly line, and along the southerly line of said 101.60-acre tract, a distance of 697.72 feet to an “X” cut in concrete found for the northeast corner of said 155.903-acre tract, common to the northernmost northwest corner of a called 48.323-acre tract of land described in a deed to VP Windsong Investments LLC, recorded In Instrument No. 2021-74160, said Official Records;

THENCE departing the southerly line of said 101.60-acre tract, and along the easterly line of said 155.903-acre tract and the west line of said 48.323-acre tract, Windsong Ranch Phase 6D, recorded in Instrument No. 2023-390, said Plat Records, Windsong Ranch Phase 7D&7H, recorded in Instrument No. 2022-232, said Plat Records, the following courses and distances:

South 28°30'00" West, a distance of 111.84 feet to a point for corner;

South 37°30'00" East, a distance of 160.31 feet to a point for corner;

South 20°00'00" East, a distance of 146.57 feet to a point for corner;

South 33°30'00" West, a distance of 125.24 feet to a point for corner;

South 77°00'00" West, a distance of 163.96 feet to a point for corner;

North 70°00'00" West, a distance of 159.08 feet to a point for corner;

North 20°00'00" West, a distance of 145.13 feet to a point for corner;

North 64°00'00" West, a distance of 105.82 feet to a point for corner;

South 46°00'00" West, a distance of 137.91 feet to a point for corner;

South 03°30'00" East, a distance of 88.33 feet to a point for corner;

South 36°30'00" East, a distance of 126.60 feet to a point for corner;

South 46°00'00" West, a distance of 143.43 feet to a point for corner;

South 03°30'00" East, a distance of 96.44 feet to a point for corner;

South 39°30'00" East, a distance of 67.58 feet to a point for corner;

North 82°30'00" East, a distance of 89.32 feet to a point for corner;

South 73°30'00" East, a distance of 61.35 feet to a point for corner;

South 03°30'00" East, a distance of 80.35 feet to a point for corner;

South 44°30'00" West, a distance of 98.69 feet to a point for corner;

South 68°00'00" West, a distance of 162.38 feet to a point for corner;

South 42°30'00" West, a distance of 146.51 feet to a point for corner;

South 05°30'00" East, a distance of 79.52 feet to a point for corner;

South 53°30'00" East, a distance of 96.87 feet to a point for corner;

South 18°00'00" East, a distance of 161.60 feet to a point for corner;

South 20°00'00" West, a distance of 148.19 feet to a point for corner;

South 15°00'00" West, a distance of 172.18 feet to a point for corner;

South 33°30'00" West, a distance of 286.52 feet to a point for corner;

South 49°00'00" West, a distance of 92.68 feet to a point for corner;

North 86°30'00" West, a distance of 86.67 feet to a point for corner;

South 51°00'00" West, a distance of 46.11 feet to a point for corner;

South 12°00'00" West, a distance of 183.60 feet to a point for corner;

South 61°00'00" West, a distance of 125.65 feet to a point for corner;

North 62°00'00" West, a distance of 117.81 feet to a point for corner;

South 74°30'00" West, a distance of 83.62 feet to a point for corner;

South 32°30'00" West, a distance of 99.40 feet to a point for corner;

South 03°00'00" West, a distance of 103.89 feet to a point for corner;

South 46°00'00" East, a distance of 51.34 feet to a point for corner;

North 78°30'00" East, a distance of 112.64 feet to a point for corner;

South 83°30'00" East, a distance of 109.64 feet to a point for corner;

South 20°30'00" East, a distance of 123.94 feet to a point for corner;

South 37°00'00" West, a distance of 84.31 feet to a point for corner;

South 75°30'00" West, a distance of 201.74 feet to a point for corner;

South 44°30'00" West, a distance of 137.72 feet to a point for corner;

South 86°30'00" West, a distance of 242.05 feet to a point for corner;

South 62°30'00" West, a distance of 215.47 feet to a point for corner;

North 89°00'00" West, a distance of 124.44 feet to a point for corner;

South 77°30'00" West, a distance of 146.53 feet to a point for corner;

South 33°00'00" West, a distance of 105.98 feet to a point for corner;

South 23°30'00" East, a distance of 103.84 feet to the southeast corner of said 155.903 acre tract, being on the northerly line of called Tract 2, described In a deed to VP Windsong Operations LLC, recorded in Instrument No. 2018-142926, said Official Records;

THENCE South 88°59’25” West, departing the westerly line of said Windsong Ranch Phase 7D&7H, along the southerly line of said 155.903 acre tract and the northerly line of said Tract 2, a distance of 713.52 feet to the southerly southwest corner of said 155.903 acre tract, common to an ell corner of said Tract 2, from which, a 1/2 inch iron rod (bent) found for witness bears South 32°24’ East, 3.95 feet;

THENCE North 00°13’47” East, along the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, a distance of 40.46 feet to the northernmost southeast corner of aforesaid 17.070 acre tract;

THENCE departing the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, and along the easterly line of said 17.070 acre tract, the following courses and distances:

South 41°38'20" West, a distance of 25.71 feet to a point for corner;

South 62°22'50" West, a distance of 74.71 feet to a point for corner;

South 63°16'30" West, a distance of 46.88 feet to a point for corner;

South 60°27'30" West, a distance of 36.25 feet to a point for corner;

South 59°53'21" West, a distance of 29.79 feet to a point for corner;

South 56°31'23" West, a distance of 28.94 feet to a point for corner;

South 53°35'37" West, a distance of 60.89 feet to a point for corner;

South 50°17'02" West, a distance of 31.83 feet to a point for corner;

South 46°18'29" West, a distance of 31.30 feet to a point for corner;

South 44°23'27" West, a distance of 33.07 feet to a point for corner;

South 40°37'06" West, a distance of 32.29 feet to a point for corner;

South 78°39'26" West, a distance of 42.01 feet to a point for corner;

North 68°40'40" West, a distance of 41.63 feet to a point for corner;

South 71°30'22" West, a distance of 47.59 feet to a point for corner;

South 39°08'53" West, a distance of 42.46 feet to a point for corner;

South 21°42'51" West, a distance of 42.39 feet to a point for corner;

South 27°16'51" West, a distance of 36.07 feet to a point for corner;

South 35°37'20" West, a distance of 35.68 feet to a point for corner;

South 32°14'30" West, a distance of 37.49 feet to a point for corner;

South 25°12'19" West, a distance of 85.30 feet to a point for corner;

South 46°44'43" West, a distance of 42.18 feet to a point for corner;

South 71°49'19" West, a distance of 42.89 feet to a point for corner;

South 87°47'15" West, a distance of 47.42 feet to a point for corner;

North 78°43'04" West, a distance of 45.72 feet to a point for corner;

North 57°26'44" West, a distance of 44.71 feet to a point for corner;

North 47°21'40" West, a distance of 45.17 feet to a point for corner;

North 41°16'31" West, a distance of 44.92 feet to a point for corner;

North 79°16'21" West, a distance of 46.36 feet to a point for corner;

South 61°42'18" West, a distance of 42.39 feet to a point for corner;

South 00°00'15" East, a distance of 45.45 feet to a point for corner;

South 21°42'40" East, a distance of 44.11 feet to a point for corner;

South 33°02'14" East, a distance of 45.17 feet to a point for corner;

South 46°40'29" East, a distance of 44.26 feet to a point for corner;

South 31°27'40" East, a distance of 38.89 feet to a point for corner;

South 13°15'46" West, a distance of 44.03 feet to a point for corner;

South 26°26'42" West, a distance of 49.23 feet to a point for corner;

South 24°34'46" West, a distance of 57.69 feet to a point for corner;

South 32°19'05" West, a distance of 44.83 feet to a point for corner;

South 45°22'04" West, a distance of 49.31 feet to a point for corner;

South 15°04'50" West, a distance of 44.34 feet to a point for corner;

South 12°20'13" West, a distance of 47.05 feet to a point for corner;

South 51°32'28" East, a distance of 47.72 feet to a point for corner;

South 55°22'11" East, a distance of 46.41 feet to a point for corner;

South 49°57'31" East, a distance of 45.99 feet to a point for corner;

South 55°16'13" East, a distance of 45.45 feet to a point for corner;

South 49°03'34" East, a distance of 25.79 feet to a point for corner;

South 23°24'33" East, a distance of 45.63 feet to a point for corner;

South 10°19'26" West, a distance of 47.19 feet to a point for corner;

South 25°15'31" West, a distance of 48.85 feet to a point for corner;

South 21°39'38" West, a distance of 44.51 feet to a point for corner;

South 28°24'12" West, a distance of 26.50 feet to a point for corner;

South 55°15'13" West, a distance of 49.81 feet to a point for corner;

South 75°22'27" West, a distance of 44.43 feet to a point for corner;

South 69°07'42" West, a distance of 44.61 feet to a point for corner;

South 49°23'46" West, a distance of 41.71 feet to a point for corner;

South 06°59'20" East, a distance of 46.31 feet to a point for corner;

South 35°52'00" East, a distance of 46.30 feet to a point for corner;

South 32°07'08" East, a distance of 49.72 feet to a point for corner;

South 14°51'13" East, a distance of 44.18 feet to a point for corner;

South 28°25'05" West, a distance of 42.52 feet to a point for corner;

South 67°49'28" West, a distance of 46.70 feet to a point for corner;

South 79°32'24" West, a distance of 40.33 feet to a point for corner;

South 81°36'49" West, a distance of 49.95 feet to a point for corner;

South 78°01'15" West, a distance of 36.49 feet to a point for corner;

South 05°35'28" East, a distance of 47.80 feet to the southernmost southeast corner of said 17.070 acre tract, being on the westerly line of said Tract 2 and the easterly line of aforesaid 189.695 acre tract;

THENCE North 85°37'47" East, along the westerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 193.33 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for an ell corner of said Tract 2, common to a northeast corner of said 189.695 acre tract;

THENCE South 03°33'27" East, continuing along the westerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 516.01 feet to the northerly southeast corner of said 189.695 acre tract, common to the north corner of a called 1.84-acre tract of land described in a certified copy of probate to Walter C. Fain, recorded in Document No. 2004-95008, said Official Records;

THENCE South 40°46'41" West, departing said westerly line, and along the northwesterly line of said 1.84-acre tract, same being the southeasterly line of said 189.695-acre tract, a distance of 552.59 feet to a 1/2 inch iron rod with plastic cap (illegible) found for the southerly southeast corner of said 189.695-acre tract, common to the southwest corner of said 1.84-acre tract, also being on the northerly line of a called 23.507 acre tract of land described as Tract 3 in a deed to Town of Prosper, as recorded in Instrument No. 2022-69025, said Official Records;

THENCE South 89°21'41" West, along the northerly line of said Tract 3, and the southerly line of said 189.695-acre tract, a distance of 1,002.42 feet to a 1/2 inch iron rod found for the northwest corner of said Tract 3 and the easternmost northeast corner of the Middle School #9 Addition, recorded in Instrument No. 2023-375, said Plat Records;

THENCE South 89°18'00" West, continuing along said southerly line, and along the northerly line of said Middle School #9 Addition, a distance of 363.44 feet to the southwest corner of said 189.695-acre tract, common to an ell corner of said Middle School #9 Addition;

THENCE along the westerly line of said 189.695-acre tract, and the easterly line of said Middle School addition, and a called Tract 1 and a called Tract 2, described in a deed to VEE Prosper Oaks, LLC, recorded in Instrument No. 2022-53773, said Official Records, and the aforesaid 91.001-acre tract, the following courses and distances:

North 00°12'17" East, a distance of 978.51 feet to an ell corner of said Tract 2, common to the southernmost northwest corner of said 189.695-acre tract, from which, a 5/8 inch iron rod found for witness bears North 11°17’ West, 1.16 feet;

North 89°06'26" East, a distance of 471.46 feet to a 4 inch metal post found for an ell corner of said 189.695-acre tract, from which, a 1/2 inch iron rod found for witness bears North 02°24’ East, 1.67 feet;

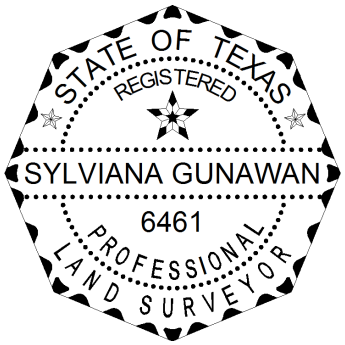
North 00°29'54" West, a distance of 720.64 feet to a 1/2 inch iron rod found for the northeast corner of said Tract 2, common to the southeast corner of said Tract 1;

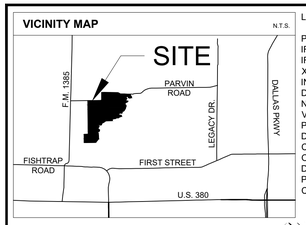
North 00°32'01" West, a distance of 486.46 feet to a 1/2 inch iron rod found for the northeast corner of said Tract 1, common to the southeast corner of said 91.001-acre tract;

North 00°32'30" West, a distance of 2,726.37 feet to the **POINT OF BEGINNING** and containing 16,266,607 square feet or 373.430 acres of land, more or less.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983(2011).

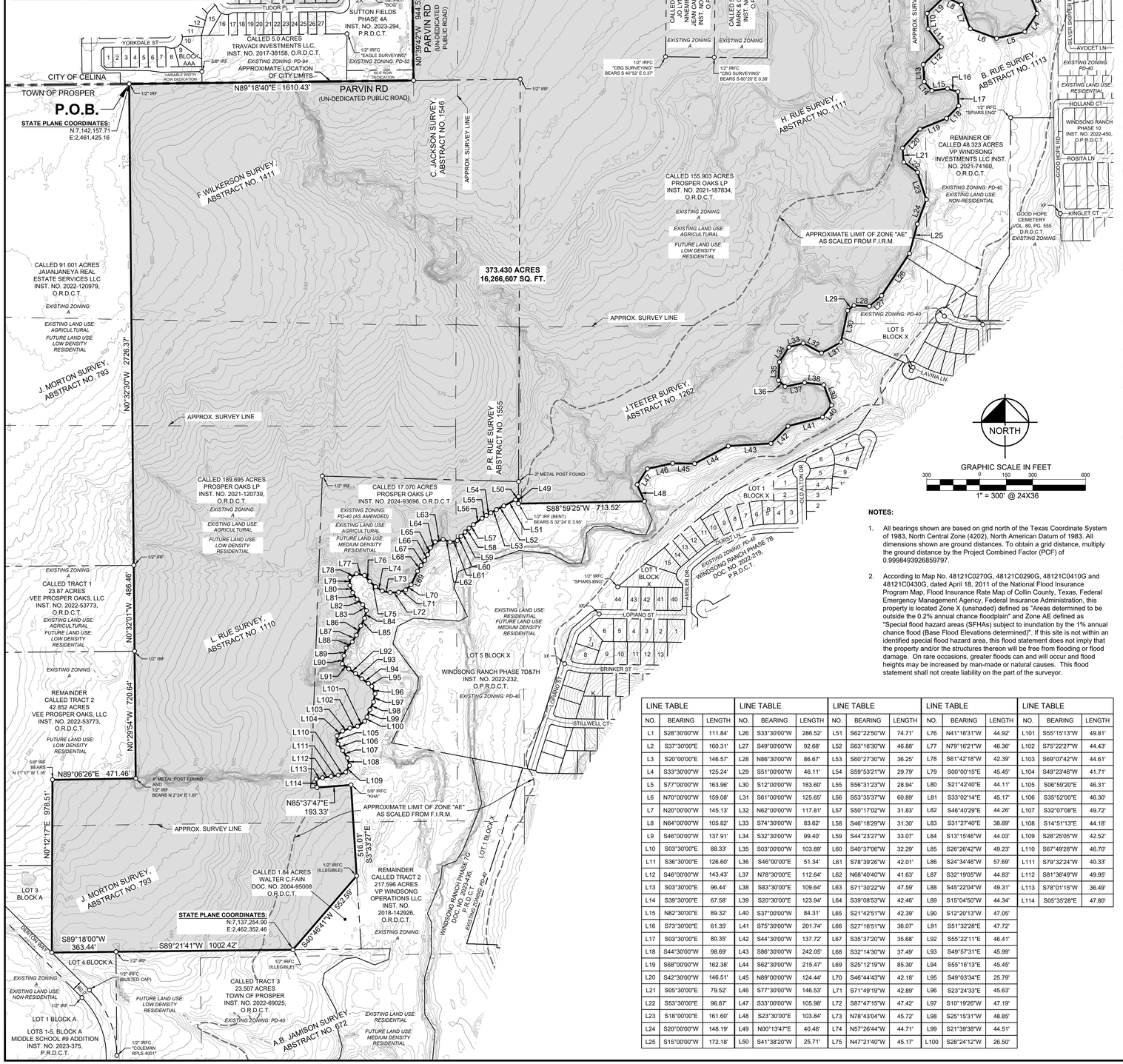
Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Ph. 972-335-3580
sylviana.gunawan@kimley-horn.com





LEGEND

P.O.B. = POINT OF BEGINNING
IRFC = IRON ROD W/CAP FOUND
IRF = IRON ROD FOUND
XF = "X" CUT FOUND
INST. = INSTRUMENT
DOC. = DOCUMENT
NO. = NUMBER
VOL. = VOLUME
PG. = PAGE
D.R.D.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T. = OFFICIAL RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T. = PLAT RECORD, DENTON COUNTY,TEXAS



DESCRIPTION OF PROPERTY:

BEING a tract of land situated in the L. Rue Survey, Abstract No. 1110, the H. Rue Survey Abstract No. 1111, the B. Rue Survey, Abstract No. 1113, the P.R. Rue Survey, Abstract No. 1555, the C. Jackson Survey, Abstract No. 1546, the F. Wilkerson Survey, Abstract No. 1411, the J. Morton Survey, Abstract No. 793, and the J. Teeter Survey, Abstract 1262, Denton County, Texas and being all of a called 189.695-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-187834, said Official Records, and all of a called 5.00-acre tract of land, described in a deed to Jo Lynn Carey Ninemire & Laura Jean Carey Varner, recorded in Instrument No. 2014-16824 said Official Records, and all of a called 5.3266-acre tract of land, described in a deed to Mark and Cathi Carey, recorded in Instrument No. 2007-985, said Official Records, and all of a called 17.070 acre tract of land described in a deed to Prosper Oaks LP, described in a deed to Prosper Oaks LP, recorded in Instrument No. 2024-93696, said Official Records, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in Parvin Road (a public road) for the northwest corner of said 189.695-acre tract and the northeast corner of a called 91.001-acre tract of land described in a deed to Jaianjaneya Real Estate Services LLC, recorded in Instrument No. 2022-120979, said Official Records, also being on the south line of Sutton Fields Phase 4A, recorded in Instrument No. 2023-294, Plat Records, Denton County, Texas;

THENCE North 89°18'40" East, along the northerly line of said 189.695-acre tract and said Parvin Road, a distance of 1,610.43 feet to the southeast corner of said Sutton Fields Phase 4A, same being the westernmost southwest corner of said 155.903-acre tract;

THENCE North 00°39'42" West, departing said northerly line, along the westerly line of said 155.903-acre tract, the easterly line of said Sutton Fields Phase 4A, the easterly line of a called 1.000 acre tract of land described in a deed to Dale & Vicki Travis, as recorded in Instrument No. 2019-53525, said Official Records, the easterly line of a called 1.398 acre tract of land described in a deed to Claude and Kathleen Adams, as recorded in Instrument No. 2011-67775, said Official Records, the easterly line of a called 0.366 acre tract of land described as Tract 2 in a deed to Michael Bohn and Lori Bohn, as recorded in Instrument No. 2020-19369, said Official Records, and continuing along said Parvin Road, a distance of 944.52 feet to the northwest corner of said 155.903-acre tract, common to the southwest corner of Sutton Fields Phase 3D, recorded in Instrument No. 2022-44, said Plat Records;

THENCE South 89°11'31" East, departing the easterly line of said Sutton Fields Phase 4A, and along the northerly line of said 155.903-acre tract, said 5.00-acre tract, said 5.3266-acre tract, and the southerly line of said Sutton Fields Phase 3D, and a called 109.926-acre tract of land described in a deed to Sutton Fields East, LLC, recorded in Instrument No. 2021-192973, said Official Records, a distance of 1,163.72 feet to the northernmost northeast corner of said 5.3266-acre tract;

THENCE South 89°13'09" East, continuing along the northerly line of said 155.903-acre tract, along the northerly line of said 5.00-acre tract, said 5.3266-acre tract, and the southerly line of said 109.926-acre tract, a distance of 740.89 feet to the northernmost northeast corner of said 5.3266-acre tract;

THENCE South 56°15'56" East, continuing along the northerly line of said 5.3266-acre tract and the southerly line of said 109.926-acre tract, and along the northerly line of said 155.903-acre tract, a distance of 180.59 feet to a point at the beginning of a tangent curve to the left with a radius of 350.00 feet, a central angle of 33°01'08", and a chord bearing and distance of South 72°46'30" East, 198.92 feet;

THENCE in an easterly direction, continuing along the northerly line of said 155.903-acre tract and the southerly line of said 109.926-acre tract, with said tangent curve to the left, an arc distance of 201.70 feet to a point for corner;

THENCE South 89°17'04" East, continuing along said northerly line, and the southerly line of said 109.926-acre tract, a distance of 505.80 feet to a mag nail found for the southeast corner of said 109.926-acre tract, common to the southwest corner of a called 101.60-acre tract of land described in a deed to MM Celina Parvin 101, LLC, recorded in Instrument No. 2023-32350, said Official Records;

THENCE South 89°13'57" East, continuing along said northerly line, and along the southerly line of said 101.60-acre tract, a distance of 697.72 feet to an "X" cut in concrete found for the northeast corner of said 155.903-acre tract, common to the northernmost northwest corner of a called 48.323-acre tract of land described in a deed to VP Windsong Investments LLC, recorded In Instrument No. 2021-74160, said Official Records;

THENCE departing the southerly line of said 101.60-acre tract, and along the easterly line of said 155.903-acre tract and the west line of said 48.323-acre tract, Windsong Ranch Phase 6D, recorded in Instrument No. 2023-390, said Plat Records, Windsong Ranch Phase 7D&7H, recorded in Instrument No. 2022-232, said Plat Records, the following courses and distances:

South 28°30'00" West, a distance of 111.84 feet to a point for corner;

South 37°30'00" East, a distance of 160.31 feet to a point for corner;

South 20°00'00" East, a distance of 146.57 feet to a point for corner;

South 33°30'00" West, a distance of 125.24 feet to a point for corner;

South 77°00'00" West, a distance of 163.96 feet to a point for corner;

North 70°00'00" West, a distance of 159.08 feet to a point for corner;

North 20°00'00" West, a distance of 145.13 feet to a point for corner;

North 64°00'00" West, a distance of 105.82 feet to a point for corner;

South 46°00'00" West, a distance of 137.91 feet to a point for corner;

South 03°30'00" East, a distance of 88.33 feet to a point for corner;

South 36°30'00" East, a distance of 126.60 feet to a point for corner;

South 46°00'00" West, a distance of 143.43 feet to a point for corner;

South 03°30'00" East, a distance of 96.44 feet to a point for corner;

South 39°30'00" East, a distance of 67.58 feet to a point for corner;

North 82°30'00" East, a distance of 89.32 feet to a point for corner;

South 73°30'00" East, a distance of 61.35 feet to a point for corner;

South 03°30'00" East, a distance of 80.35 feet to a point for corner;

South 44°30'00" West, a distance of 98.69 feet to a point for corner;

South 68°00'00" West, a distance of 162.38 feet to a point for corner;

South 42°30'00" West, a distance of 146.51 feet to a point for corner;

South 05°30'00" East, a distance of 79.52 feet to a point for corner;

South 53°30'00" East, a distance of 96.87 feet to a point for corner;

South 18°00'00" East, a distance of 161.60 feet to a point for corner;

South 20°00'00" West, a distance of 148.19 feet to a point for corner;

South 15°00'00" West, a distance of 172.18 feet to a point for corner;

South 33°30'00" West, a distance of 286.52 feet to a point for corner;

South 49°00'00" West, a distance of 92.68 feet to a point for corner;

North 86°30'00" West, a distance of 86.67 feet to a point for corner;

South 51°00'00" West, a distance of 46.11 feet to a point for corner;

South 12°00'00" West, a distance of 183.60 feet to a point for corner;

South 61°00'00" West, a distance of 125.65 feet to a point for corner;

North 62°00'00" West, a distance of 117.81 feet to a point for corner;

South 74°30'00" West, a distance of 83.62 feet to a point for corner;

South 32°30'00" West, a distance of 99.40 feet to a point for corner;

South 03°00'00" West, a distance of 103.89 feet to a point for corner;

South 46°00'00" East, a distance of 51.34 feet to a point for corner;

North 78°30'00" East, a distance of 112.64 feet to a point for corner;

South 83°30'00" East, a distance of 109.64 feet to a point for corner;

South 20°30'00" East, a distance of 123.94 feet to a point for corner;

South 37°00'00" West, a distance of 84.31 feet to a point for corner;

South 75°30'00" West, a distance of 201.74 feet to a point for corner;

South 44°30'00" West, a distance of 137.72 feet to a point for corner;

South 86°30'00" West, a distance of 242.05 feet to a point for corner;

South 62°30'00" West, a distance of 215.47 feet to a point for corner;

North 89°00'00" West, a distance of 124.44 feet to a point for corner;

South 77°30'00" West, a distance of 146.53 feet to a point for corner;

South 33°00'00" West, a distance of 105.98 feet to a point for corner;

South 23°30'00" East, a distance of 103.84 feet to the southeast corner of said 155.903 acre tract, being on the northerly line of called Tract 2, described in a deed to VP Windsong Operations LLC, recorded in Instrument No. 2018-142926, said Official Records;

THENCE South 88°59'25" West, departing the westerly line of said Windsong Ranch Phase 7D&7H, along the southerly line of said 155.903 acre tract and the northerly line of said Tract 2, a distance of 713.52 feet to the southerly southwest corner of said 155.903 acre tract, common to an ell corner of said Tract 2, from which, a 1/2 inch iron rod (bent) found for witness bears South 32°24' East, 3.95 feet;

THENCE North 00°13'47" East, along the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, a distance of 40.46 feet to the northernmost southeast corner of aforesaid 17.070 acre tract;

THENCE departing the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, and along the easterly line of said 17.070 acre tract, the following courses and distances:

South 41°38'20" West, a distance of 25.71 feet to a point for corner;

South 62°22'50" West, a distance of 74.71 feet to a point for corner;

South 63°16'30" West, a distance of 46.88 feet to a point for corner;

South 60°27'30" West, a distance of 36.25 feet to a point for corner;

South 59°53'21" West, a distance of 29.79 feet to a point for corner;

South 56°31'23" West, a distance of 28.94 feet to a point for corner;

South 53°35'37" West, a distance of 60.89 feet to a point for corner;

South 50°17'02" West, a distance of 31.83 feet to a point for corner;

South 46°18'29" West, a distance of 31.30 feet to a point for corner;

South 44°23'27" West, a distance of 33.07 feet to a point for corner;

South 40°37'06" West, a distance of 32.29 feet to a point for corner;

South 78°39'26" West, a distance of 42.01 feet to a point for corner;

North 68°40'40" West, a distance of 41.63 feet to a point for corner;

South 71°30'22" West, a distance of 47.59 feet to a point for corner;

South 39°08'53" West, a distance of 42.46 feet to a point for corner;

South 21°42'51" West, a distance of 42.39 feet to a point for corner;

South 27°16'51" West, a distance of 36.07 feet to a point for corner;

South 35°37'20" West, a distance of 35.68 feet to a point for corner;

South 32°14'30" West, a distance of 37.49 feet to a point for corner;

South 25°12'19" West, a distance of 85.30 feet to a point for corner;

South 46°44'43" West, a distance of 42.18 feet to a point for corner;

South 71°49'19" West, a distance of 42.89 feet to a point for corner;

South 87°47'15" West, a distance of 47.42 feet to a point for corner;

South 20°00'00" East, a distance of 146.57 feet to a point for corner;

South 33°30'00" West, a distance of 125.24 feet to a point for corner;

South 77°00'00" West, a distance of 163.96 feet to a point for corner;

North 70°00'00" West, a distance of 159.08 feet to a point for corner;

North 20°00'00" West, a distance of 145.13 feet to a point for corner;

North 64°00'00" West, a distance of 105.82 feet to a point for corner;

South 46°00'00" West, a distance of 137.91 feet to a point for corner;

South 03°30'00" East, a distance of 88.33 feet to a point for corner;

South 36°30'00" East, a distance of 126.60 feet to a point for corner;

South 46°00'00" West, a distance of 143.43 feet to a point for corner;

South 03°30'00" East, a distance of 96.44 feet to a point for corner;

South 39°30'00" East, a distance of 67.58 feet to a point for corner;

North 82°30'00" East, a distance of 89.32 feet to a point for corner;

South 73°30'00" East, a distance of 61.35 feet to a point for corner;

South 03°30'00" East, a distance of 80.35 feet to a point for corner;

South 44°30'00" West, a distance of 98.69 feet to a point for corner;

South 68°00'00" West, a distance of 162.38 feet to a point for corner;

South 42°30'00" West, a distance of 146.51 feet to a point for corner;

South 05°30'00" East, a distance of 79.52 feet to a point for corner;

South 53°30'00" East, a distance of 96.87 feet to a point for corner;

South 18°00'00" East, a distance of 161.60 feet to a point for corner;

South 20°00'00" West, a distance of 148.19 feet to a point for corner;

South 15°00'00" West, a distance of 172.18 feet to a point for corner;

South 33°30'00" West, a distance of 286.52 feet to a point for corner;

South 49°00'00" West, a distance of 92.68 feet to a point for corner;

North 86°30'00" West, a distance of 86.67 feet to a point for corner;

South 51°00'00" West, a distance of 46.11 feet to a point for corner;

South 12°00'00" West, a distance of 183.60 feet to a point for corner;

South 61°00'00" West, a distance of 125.65 feet to a point for corner;

North 62°00'00" West, a distance of 117.81 feet to a point for corner;

South 74°30'00" West, a distance of 83.62 feet to a point for corner;

South 32°30'00" West, a distance of 99.40 feet to a point for corner;

South 03°00'00" West, a distance of 103.89 feet to a point for corner;

South 46°00'00" East, a distance of 51.34 feet to a point for corner;

North 78°30'00" East, a distance of 112.64 feet to a point for corner;

South 83°30'00" East, a distance of 109.64 feet to a point for corner;

South 20°30'00" East, a distance of 123.94 feet to a point for corner;

South 37°00'00" West, a distance of 84.31 feet to a point for corner;

South 75°30'00" West, a distance of 201.74 feet to a point for corner;

South 44°30'00" West, a distance of 137.72 feet to a point for corner;

South 86°30'00" West, a distance of 242.05 feet to a point for corner;

South 62°30'00" West, a distance of 215.47 feet to a point for corner;

North 89°00'00" West, a distance of 124.44 feet to a point for corner;

South 77°30'00" West, a distance of 146.53 feet to a point for corner;

South 33°00'00" West, a distance of 105.98 feet to a point for corner;

South 23°30'00" East, a distance of 103.84 feet to the southeast corner of said 155.903 acre tract, being on the northerly line of called Tract 2, described in a deed to VP Windsong Operations LLC, recorded in Instrument No. 2018-142926, said Official Records;

THENCE South 88°59'25" West, departing the westerly line of said Windsong Ranch Phase 7D&7H, along the southerly line of said 155.903 acre tract and the northerly line of said Tract 2, a distance of 713.52 feet to the southerly southwest corner of said 155.903 acre tract, common to an ell corner of said Tract 2, from which, a 1/2 inch iron rod (bent) found for witness bears South 32°24' East, 3.95 feet;

THENCE North 00°13'47" East, along the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, a distance of 40.46 feet to the northernmost southeast corner of aforesaid 17.070 acre tract;

THENCE departing the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, and along the easterly line of said 17.070 acre tract, the following courses and distances:

South 41°38'20" West, a distance of 25.71 feet to a point for corner;

South 62°22'50" West, a distance of 74.71 feet to a point for corner;

South 63°16'30" West, a distance of 46.88 feet to a point for corner;

South 60°27'30" West, a distance of 36.25 feet to a point for corner;

South 59°53'21" West, a distance of 29.79 feet to a point for corner;

South 56°31'23" West, a distance of 28.94 feet to a point for corner;

South 53°35'37" West, a distance of 60.89 feet to a point for corner;

South 50°17'02" West, a distance of 31.83 feet to a point for corner;

South 46°18'29" West, a distance of 31.30 feet to a point for corner;

South 44°23'27" West, a distance of 33.07 feet to a point for corner;

South 40°37'06" West, a distance of 32.29 feet to a point for corner;

South 78°39'26" West, a distance of 42.01 feet to a point for corner;

North 68°40'40" West, a distance of 41.63 feet to a point for corner;

South 71°30'22" West, a distance of 47.59 feet to a point for corner;

South 39°08'53" West, a distance of 42.46 feet to a point for corner;

South 21°42'51" West, a distance of 42.39 feet to a point for corner;

South 27°16'51" West, a distance of 36.07 feet to a point for corner;

South 35°37'20" West, a distance of 35.68 feet to a point for corner;

South 32°14'30" West, a distance of 37.49 feet to a point for corner;

South 25°12'19" West, a distance of 85.30 feet to a point for corner;

South 46°44'43" West, a distance of 42.18 feet to a point for corner;

South 71°49'19" West, a distance of 42.89 feet to a point for corner;

South 87°47'15" West, a distance of 47.42 feet to a point for corner;

South 20°00'00" East, a distance of 146.57 feet to a point for corner;

South 33°30'00" West, a distance of 125.24 feet to a point for corner;

South 77°00'00" West, a distance of 163.96 feet to a point for corner;

North 70°00'00" West, a distance of 159.08 feet to a point for corner;

North 20°00'00" West, a distance of 145.13 feet to a point for corner;

North 64°00'00" West, a distance of 105.82 feet to a point for corner;

South 46°00'00" West, a distance of 137.91 feet to a point for corner;

South 03°30'00" East, a distance of 88.33 feet to a point for corner;

South 36°30'00" East, a distance of 126.60 feet to a point for corner;

South 46°00'00" West, a distance of 143.43 feet to a point for corner;

South 03°30'00" East, a distance of 96.44 feet to a point for corner;

South 39°30'00" East, a distance of 67.58 feet to a point for corner;

North 82°30'00" East, a distance of 89.32 feet to a point for corner;

South 73°30'00" East, a distance of 61.35 feet to a point for corner;

South 03°30'00" East, a distance of 80.35 feet to a point for corner;

South 44°30'00" West, a distance of 98.69 feet to a point for corner;

South 68°00'00" West, a distance of 162.38 feet to a point for corner;

South 42°30'00" West, a distance of 146.51 feet to a point for corner;

South 05°30'00" East, a distance of 79.52 feet to a point for corner;

South 53°30'00" East, a distance of 96.87 feet to a point for corner;

South 18°00'00" East, a distance of 161.60 feet to a point for corner;

South 20°00'00" West, a distance of 148.19 feet to a point for corner;

South 15°00'00" West, a distance of 172.18 feet to a point for corner;

South 33°30'00" West, a distance of 286.52 feet to a point for corner;

South 49°00'00" West, a distance of 92.68 feet to a point for corner;

North 86°30'00" West, a distance of 86.67 feet to a point for corner;

South 51°00'00" West, a distance of 46.11 feet to a point for corner;

South 12°00'00" West, a distance of 183.60 feet to a point for corner;

South 61°00'00" West, a distance of 125.65 feet to a point for corner;

North 62°00'00" West, a distance of 117.81 feet to a point for corner;

South 74°30'00" West, a distance of 83.62 feet to a point for corner;

South 32°19'05" West, a distance of 44.83 feet to a point for corner;

South 45°22'04" West, a distance of 49.31 feet to a point for corner;

South 15°04'50" West, a distance of 44.34 feet to a point for corner;

South 12°20'13" West, a distance of 47.05 feet to a point for corner;

South 51°32'28" East, a distance of 47.72 feet to a point for corner;

South 55°22'11" East, a distance of 46.41 feet to a point for corner;

South 49°57'31" East, a distance of 45.99 feet to a point for corner;

South 55°16'13" East, a distance of 45.45 feet to a point for corner;

South 49°03'34" East, a distance of 25.79 feet to a point for corner;

South 23°24'33" East, a distance of 45.63 feet to a point for corner;

South 10°19'26" West, a distance of 47.19 feet to a point for corner;

South 25°15'31" West, a distance of 48.85 feet to a point for corner;

South 21°39'38" West, a distance of 44.51 feet to a point for corner;

South 28°24'12" West, a distance of 26.50 feet to a point for corner;

South 55°15'13" West, a distance of 49.81 feet to a point for corner;

South 75°22'27" West, a distance of 44.43 feet to a point for corner;

South 69°07'42" West, a distance of 44.61 feet to a point for corner;

South 49°23'46" West, a distance of 41.71 feet to a point for corner;

South 06°59'20" East, a distance of 46.31 feet to a point for corner;

South 35°52'00" East, a distance of 46.30 feet to a point for corner;

South 32°07'08" East, a distance of 49.72 feet to a point for corner;

South 14°51'13" East, a distance of 44.18 feet to a point for corner;

South 28°25'05" West, a distance of 42.52 feet to a point for corner;

South 67°49'28" West, a distance of 46.70 feet to a point for corner;

South 79°32'24" West, a distance of 40.33 feet to a point for corner;

South 81°36'49" West, a distance of 49.95 feet to a point for corner;

South 78°01'15" West, a distance of 36.49 feet to a point for corner;

South 05°35'28" East, a distance of 47.80 feet to the southernmost southeast corner of said 17.070 acre tract, being on the westerly line of said Tract 2 and the easterly line of aforesaid 189.695 acre tract;

THENCE North 85°37'47" East, along the westerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 193.33 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for an ell corner of said Tract 2, common to a northeast corner of said 189.695 acre tract;

THENCE South 03°33'27" East, continuing along the westerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 516.01 feet to the northerly southeast corner of said 189.695 acre tract, common to the north corner of a called 1.84-acre tract of land described in a certified copy of probate to Walter C. Fain, recorded in Document No. 2004-95008, said Official Records;

THENCE South 40°46'41" West, departing said westerly line, and along the northwesterly line of said 1.84-acre tract, same being the southeasterly line of said 189.695-acre tract, a distance of 552.59 feet to a 1/2 inch iron rod with plastic cap (illegible) found for the southerly southeast corner of said 189.695-acre tract, common to the southwest corner of said 1.84-acre tract, also being on the northerly line of a called 23.507 acre tract of land described as Tract 3 in a deed to Town of Prosper, as recorded in Instrument No. 2022-69025, said Official Records;

THENCE South 89°21'41" West, along the northerly line of said Tract 3, and the southerly line of said 189.695-acre tract, a distance of 1,002.42 feet to a 1/2 inch iron rod found for the northwest corner of said Tract 3 and the easternmost northeast corner of the Middle School #9 Addition, recorded in Instrument No. 2023-375, said Plat Records;

THENCE South 89°18'00" West, continuing along said southerly line, and along the northerly line of said Middle School #9 Addition, a distance of 363.44 feet to the southwest corner of said 189.695-acre tract, common to an ell corner of said Middle School #9 Addition;

THENCE along the westerly line of said 189.695-acre tract, and the easterly line of said Middle School addition, and a called Tract 1 and a called Tract 2, described in a deed to VEE Prosper Oaks, LLC, recorded in Instrument No. 2022-53773, said Official Records, and the aforesaid 91.001-acre tract, the following courses and distances:

North 00°12'17" East, a distance of 978.51 feet to an ell corner of said Tract 2, common to the southernmost northwest corner of said 189.695-acre tract, from which, a 5/8 inch iron rod found for witness bears North 11°17' West, 1.16 feet;

North 89°06'26" East, a distance of 471.46 feet to a 4 inch metal post found for an ell corner of said 189.695-acre tract, from which, a 1/2 inch iron rod found for witness bears North 02°24' East, 1.67 feet;

North 00°29'54" West, a distance of 720.64 feet to a 1/2 inch iron rod found for the northeast corner of said Tract 2, common to the southeast corner of said Tract 1;

North 00°32'01" West, a distance of 486.46 feet to a 1/2 inch iron rod found for the northeast corner of said Tract 1, common to the southeast corner of said 91.001-acre tract;

North 00°32'30" West, a distance of 2,726.37 feet to the **POINT OF BEGINNING** and containing 16,266,607 square feet or 373.430 acres of land, more or less.

NOTES:

1. All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9998493926859797.
2. According to Map No. 48121C0270G, 48121C0290G, 48121C0410G and 48121C0430G, dated April 18, 2011 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Collin County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is located Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain" and Zone AE defined as "Special flood hazard areas (SFHAs) subject to inundation by the 1% annual chance flood (Base Flood Elevations determined)". If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S28°30'00"W	111.84'	L26	S33°30'00"W	286.52'	L51	S62°22'50"W	74.71'	L76	N41°16'31"W	44.92'	L101	S55°15'13"W	49.81'
L2	S37°30'00"E	160.31'	L27	S49°00'00"W	92.68'	L52	S63°16'30"W	46.88'	L77	N79°16'21"W	46.36'	L102	S75°22'27"W	44.43'
L3	S20°00'00"E	146.57'	L28	N86°30'00"W	86.67'	L53	S60°27'30"W	36.25'	L78	S61°42'18"W	42.39'	L103	S69°07'42"W	44.61'
L4	S33°30'00"W	125.24'	L29	S51°00'00"W	46.11'	L54	S59°53'21"W	29.79'	L79	S00°00'15"E	45.45'	L104	S49°23'46"W	41.71'
L5	S77°00'00"W	163.96'	L30	S12°00'00"W	183.60'	L55	S56°31'23"W	28.94'	L80	S21°42'40"E	44.11'	L105	S06°59'20"E	46.31'
L6	N70°00'00"W	159.08'	L31	S61°00'00"W	125.65'	L56	S53°35'37"W	60.89'	L81	S33°02'14"E	45.17'	L106	S35°52'00"E	46.30'
L7	N20°00'00"W	145.13'	L32	N62°00'00"W	117.81'	L57	S50°17'02"W	31.83'	L82	S46°40'29"E	44.26'	L107	S32°07'08"E	49.72'
L8	N64°00'00"W	105.82'	L33	S74°30'00"W	83.62'	L58	S46°18'29"W	31.30'	L83	S31°27'40"E	38.89'	L108	S14°51'13"E	44.18'
L9	S46°00'00"W	137.91'	L34	S32°30'00"W	99.40'	L59	S44°23'27"W	33.07'	L84	S13°15'46"W	44.03'	L109	S28°25'05"W	42.52'
L10	S03°30'00"E	88.33'	L35	S03°00'00"W	103.89'	L60	S40°37'06"W	32.29'	L85	S26°26'42"W	49.23'	L110	S67°49'28"W	46.70'
L11	S36°30'00"E

Exhibit B: Statement of Intent
ZONE-24-0022
Prosper Oaks

Statement of Intent and Purpose

Toll Brothers is pleased to submit this Statement of Intent and Purpose for the master planned community Prosper Oaks which is generally located east of FM 1385, west of Windsong Ranch, north of Noles Road, and South of Parvin Road / Frontier Parkway.

Prosper Oaks will consist of approximately ±800 age-qualified and market rate residential lots situated on approximately 373.5 acres. The east portion of the community will consist of typical detached single family residential with community trail, pond, and amenity area amenities. The west portion is currently designed as a gated, age-qualified, detached single family housing for adults aged 55 and over. It will include an amenity center with a design that will focus on seniors, including, but not limited to, indoor meeting spaces, sports courts and medical office uses. The project will include active and passive amenities for the use of the Prosper Oaks and Prosper residents.

The community will be designed in accordance with the zoning and subdivision standards of the Town of Prosper; moreover, the attached Planned Development District will further layout the overall concept for the Prosper Oaks community with its amenities. A development agreement is also contemplated to address offsite infrastructure needs to support the community in accordance with the Town's comprehensive plan.

ZONE-24-0022
EXHIBIT C
DEVELOPMENT REGULATIONS
(373.5107 acres; approx. 310.4 Net Acres)

- Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Regulations, the regulations of the Town's Zoning Ordinance (Ordinance No. 05-20), as it exists or may be amended, and the Subdivision Ordinance (Ordinance No. 17-41), as it exists or may be amended, shall apply.
    - In the event of a conflict between the Town's Zoning Ordinance and this PD Ordinance, this PD Ordinance shall control. In the event of a conflict between these Development Regulations and the Concept Plan, these Development Regulations shall control.

1. **Development Plans**:
    a) Concept Plan: The property shall be developed in general accordance with the attached concept plan, set forth in **Exhibit D** (the "Concept Plan"), except as modified as provided herein. The Concept Plan shall satisfy all requirements under the Zoning Ordinance to submit/ approve a conceptual development plan for this PD and no further conceptual development plan, or approvals by the Planning & Zoning Commission or Town Council with respect to a conceptual development plan shall be required.
    b) Open Space and Trail Plan: The property shall be developed in general accordance with the attached Open Space and Trail Plan, set forth in **Exhibit G** (the "Open Space and Trail Plan"), except as modified as provided herein.
    c) Changes of detail or amendments to the Concept Plan, the Open Space and Trail Plan (except changes to any Hike and Bike Trails shown on the Open Space and Trail Plan, which are subject to subsection 1(e) below) or any other exhibits attached hereto may be authorized by the Development Services Director so long as such changes or amendments:
        i. do not alter the basic relationship of the proposed development to adjacent property;
        ii. do not alter the uses permitted;
        iii. do not increase the number of dwelling units above 775 dwelling units;
        iv. do not increase building height above 40 feet;
        v. do not increase lot coverage for any residential lot above 45 percent;
        vi. do not decrease the required off street parking ratio; and
        vii. do not reduce the minimum yards required pursuant to Section 5 and Section 6 of these Development Regulations (below).
    d) The applicant may appeal the Development Services Director's decision to deny an amendment to the Concept Plan or any other exhibits attached hereto to the Town's Planning & Zoning Commission and may appeal the Planning & Zoning Commission's decision to the Town Council. For any amendments that are not authorized to be approved by the Development Services Director herein or in the Zoning Ordinance (or by the Town's Planning & Zoning Commission in the Zoning Ordinance), the applicant may apply for an amendment through the same process as a zoning amendment.

e) Changes of detail or amendments to any Hike and Bike Trails shown on the Open Space and Trail Plan may be authorized by the Town's Director of Parks & Recreation or his/her designated representative (the "Parks Director") so long as such changes or amendments: do not alter the basic relationship of the proposed development to adjacent property and which do not alter the uses permitted, or reduce the minimum yards required pursuant to Section 5 and Section 6 of these Development Regulations (below).

i. The applicant may appeal the Parks Director's decision to deny an amendment to the Open Space and Trail Plan to the Town's Planning & Zoning Commission and may appeal the Planning & Zoning Commission's decision to the Town Council. For any amendments that are not authorized to be approved by the Parks Director herein or in the Zoning Ordinance (or by the Town's Planning & Zoning Commission in the Zoning Ordinance), the applicant may apply for an amendment through the same process as a zoning amendment.

2. **Tracts; Defined Terms**.

a) Tracts.

i. The property is referred to herein as two separate tracts, the "East Tract", labeled as the "East Tract" on the Concept Plan and the "West Tract", labeled as the "West Tract" on the Concept Plan.

b) Defined Terms.

i. "**Amenity Center**" means a facility that provides amenities primarily for the use of a private group, association, subdivision or neighborhood. Amenity centers can include without limitation (but are not required to include) pools, playgrounds, fitness centers, and other facilities.

ii. "**Community Pool**" means a swimming pool that is available for use by residents and their guests in the subdivision or neighborhood in which it is located. It may be part of an Amenity Center.

iii. "**Development Services Director**" means the Town's Director of Development Services or his/her designated representative.

iv. "**Fire Pit Amenity**" means a designated outdoor area with a fire pit, provided as a feature for residents or guests to gather around, enjoy warmth from the fire, and socialize.

v. "**Gazebo**" means a freestanding roofed structure usually open on the sides.

vi. "**Game Lawn**" means an outdoor lawn, grass or other outdoor area that may be used for outdoor games such as but not limited to cornhole, bocce ball, croquet, and horseshoes.

vii. "**Hike and Bike Trail**" means a concrete trail ten feet (10') in width (except where approved to be less than ten feet in width as described below) generally shown in yellow and labeled as the "Public Trail" on the Open Space and Trail Plan. The trail may be used for walking, running, hiking, biking and/or similar uses. The trail shall not be required to be greater than 10' in width (and may be less than 10' in width where natural features or vegetation prevent such width as approved by the Development Services Director). The Development Services Director may approve less than 10' in

width for the Hike and Bike Trail where the owner or developer is able to show that natural features or vegetation prevent or impede a ten foot width. The Hike and Bike Trail will be available for access by the public. No part of the Hike and Bike Trail as such term is used herein is required to be within the gated area of the residential community.

viii. "**Net acreage**" or "**net acres**" means gross land area less any:

1. Land located within a floodplain or special flood hazard area as designated by the Federal Emergency Management Agency on its Flood Hazard Boundary Map and Flood Insurance Rate Maps, or the Department of Housing and Urban Development, Federal Insurance Administration, Special Flood Hazard Area Maps.

2. Right-of-way dedicated for major thoroughfares.

3. Required parkland dedication.

4. Detention.

5. Land used for non-residential purposes.

Notwithstanding the foregoing, net acreage or net acres may include the following:

- Private open space.

- Park dedication in excess of minimum park dedication requirements.

- Detention ponds that contain a constant water level, are landscaped, or otherwise treated as an amenity for the development, as determined by the Development Services Director.

ix. "**Outdoor Grilling Station**" means a set of tools and/or equipment for grilling or cooking and preparing food outdoors. It typically will include one or more grills and related counter space.

x. "**Pavilion**" means a usually open, covered structure in a garden, open space, or place of recreation that is used for entertainment or shelter.

xi. "**Pocket Park**" means a small, outdoor park or open space area.

xii. "**Pond**" means a small, still, land-based body of water formed by pooling inside a depression, either naturally or artificially.

xiii. "**Putting Green**" means a small area of short grass or turf on which people can hit golf balls into a series of holes for entertainment or for practice.

xiv. "**Sports Court**" means a court or hardscape area designed for athletic or recreational purposes (e.g., such as a full or half basketball court, tennis court, or pickleball court, etc.) surrounded by fencing or on a standalone pad. A half basketball court counts as one sports court.

xv. "**Utility Distribution Facility**" means a structure or facility used to deliver utilities from their source to consumers. These facilities can include without limitation pipelines, wires, a lift station and/or other equipment.

3. **Uses**.

a) The following uses are permitted by right within the East Tract:

1. Model home;
2. Private Street Development[1];
3. Single-Family Dwelling, Detached;
4. Accessory Building;
5. Homebuilder Marketing Center;
6. Home Occupation;
7. Household Care Facility;
8. Municipal Uses Operated by the Town of Prosper;
9. Park or Playground;
10. Private Recreation Center;
11. School, Public;
12. Antenna and/or Antenna Support Structure, Non-Commercial;
13. Private Utility, Other Than Listed;
14. Wireless Communications and Support Structures less than 15 feet in height; and
15. Child Care Center, Home.

ii. Incidental Uses – including, but not limited to Amenity Centers, Community Pools, Gazebos, Pavilions, Sports Courts, Putting Greens, frisbee or disc golf course, and Ponds.

b) The following uses are permitted by Specific Use Permit (SUP) within the East Tract:

i. Child Care Center, Licensed.
ii. Wireless Communications and Support Structures 15 feet or greater in height.
iii. Utility Distribution Facility.

c) The following uses are permitted by right within the West Tract:

1. Model home;
2. Accessory Building;
3. Homebuilder Marketing Center;
4. Home Occupation;
5. Household Care Facility;
6. Municipal Uses Operated by the Town of Prosper;
7. Park or Playground;
8. Private Recreation Center;
9. Antenna and/or Antenna Support Structure, Non-Commercial;

[1] Use is permitted subject to compliance with conditional development standards or limitations in the corresponding numeric end note in Article 3, Division 1, Permitted Uses and Definitions, Section 3.1.4, Conditional Development Standards of the Zoning Ordinance.

10. Private Utility, Other Than Listed;
11. Wireless Communications and Support Structures less than 15 feet in height;
12. Single Family Dwelling, Detached Active Adult Community. "Active Adult Community" shall mean Single Family Dwelling, Detached that may be marketed and/or designed as a planned community primarily for residents who have retired from an active working life. A residential development that contains the West Tract Required Amenities will be considered a community designed primarily for residents who have retired from an active working life. Homeownership and/or occupancy on all or a portion of the lots within the West Tract may be limited to certain qualified ages, and may include without limitation Single Family Dwelling, Detached age restricted to residents 55 years of age and older. By way of example and not limitation, this use may include an age qualified community that restricts all lots to certain qualified ages, or may restrict a certain percentage of the lots to one or more qualified age(s). Any restrictions limiting the age(s) of any resident(s) (and any exceptions to such limitations) shall be contained within private Covenants, Conditions and Restrictions for the West Tract as this PD Ordinance does not provide any such regulations, just an allowance for an age qualified community to be developed.
13. Private Street Development is allowed by right.[2]
14. Incidental Uses – including, but not limited to Amenity Centers, Community Pools, Recreation Centers, food trucks, Gazebos, Pavilions, Sports Courts, Putting Greens, frisbee or disc golf course, and Ponds.

    (a) An Amenity Center may include but is not limited to the following uses:

        (i) Office, business center or co-working space, a café, a kitchen and/or catering kitchen, clubroom, fitness center, conference rooms, locker room or changing room with or without shower facilities, lounge, storage areas, restroom facilities, social gathering areas.

        (ii) Storage of equipment (such as but not limited to physical therapy, medical equipment, and pool equipment).

[2] Private Street Development is allowed by right within the West Tract pursuant to this PD and is excluded from the requirement for a Specific Use Permit in the Zoning Ordinance.

(iii) Administrative, Medical, or Professional Office is allowed as an accessory use as part of an Amenity Center in a Single Family Dwelling, Detached Active Adult Community.

(b) Examples of food trucks (an allowed incidental use within the West Tract) are included with the Inspirational Images attached as **Exhibit H**. Food trucks or food truck stations are not required to exactly match the images or design included with **Exhibit H**, rather **Exhibit H** provides some examples of what this use may look like.

d) The following uses are permitted by Specific Use Permit (SUP) within the West Tract:
   i. Wireless Communications and Support Structures 15 feet or greater in height.
   ii. Utility Distribution Facility.

4. **Maximum Overall Density**.

a) Maximum Permitted Density for the entire property (including both the East Tract and the West Tract): 775 dwelling units, which may be a mix of the lot types defined herein. There is no minimum number of dwelling units per acre. Notwithstanding the proposed locations of lots and lot types as shown on the Concept Plan, the developer may change the location of lots and/or lot types and relocate lots/ lot types and such amendments to the Concept Plan will be approved by the Development Services Director so long as: (i) the total number of dwelling units located on the property is not more than 775 dwelling units, and (ii) the Concept Plan otherwise complies with the requirements herein.

5. **Development Regulations for the East Tract**.

a) Type A Lots: "Type A Lots" shall be considered any lots within the East Tract with a lot width of 80' or greater. Except as otherwise provided herein, Type A Lots shall comply with the requirements and regulations for the Single Family-12.5 District of the Town's Zoning Ordinance, subject to the following changes:

   i. Minimum Enclosed Parking (Garage) Area: 600 square feet.

b) Type B Lots: "Type B Lots" shall be considered any lots within the East Tract with a lot width of less than 80'. Except as otherwise provided herein, Type B Lots shall comply with the requirements and regulations for the Single Family-10 District of the Town's Zoning Ordinance, subject to the following changes:

   i. Minimum Lot Width: 75 feet.
   ii. Minimum Enclosed Parking (Garage) Area: 600 square feet.

c) At least 100 lots within the East Tract will be Type A Lots. The maximum number of dwelling units within the East Tract is 275.

d) At least ten percent (10%) of all lots within the East Tract (calculated based on the aggregate of all lots within the East Tract within all phases rather than on a phase by phase basis) will have a lot area of at least 20,000 square feet.

e) Please see Table 1 below for a summary of the development standards for the East Tract. In the event of a conflict between Table 1 and the text in Section 5(a)-(d) above, the text in Section 5(a)-(d) above shall control.

Table 1

	SF-12.5 Base District	**Type A Lots**	**SF-10 Base District**	**Type B Lots**
Min. or Max. # of lot type (if applicable)	n/a	At least 100 within the East Tract	n/a	n/a
Minimum Front Yard	30 feet	30 feet	25 feet	25 feet
Minimum Side Yard	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.
Minimum Rear Yard	25 feet	25 feet	25 feet	25 feet
Minimum Lot Area	12,500 square feet	12,500 square feet	10,000 square feet	10,000 square feet
Minimum Lot Width	80 feet	80 feet	80 feet	75 feet
Minimum Lot Depth	135 feet	135 feet	125 feet	125 feet
Minimum Dwelling Area	1,800 square feet	1,800 square feet	1,800 square feet	1,800 square feet
Minimum Enclosed Parking (Garage) Area	400 square feet	600 square feet	400 square feet	600 square feet
Maximum Height	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.
Maximum Lot Coverage	45 percent	45 percent	45 percent	45 percent

6. Development Regulations for the West Tract

a) Except as otherwise provided herein, Type C Lots, Type D Lots and Type E Lots (as defined herein) shall comply with the requirements and regulations for the Single Family-10 District of the Town's Zoning Ordinance.

b) Type C Lots: "Type C Lots" shall be considered any lots within the West Tract with a lot width of 75 feet or greater. Type C Lots shall be developed to the standards in Table 2 for Type C Lots.

c) Type D Lots: "Type D Lots" shall be considered any lots within the West Tract with a lot width of at least 65 feet, but less than 75 feet. Type D Lots shall be developed to the standards in Table 2 for Type D Lots.

d) Type E Lots: "Type E Lots" shall be considered any lots within the West Tract with a lot width of at least 60 feet, but less than 65 feet. Type E Lots shall be developed to the standards in Table 2 for Type E Lots.

Table 2

	SF-10 Base District	**Type C Lots**	**Type D Lots**	**Type E Lots**
Min. or Max. # of lot type (if applicable)	n/a	At least 100 within the West Tract	n/a	A maximum of 175 within the West Tract
Minimum Front Yard	25 feet	25 feet	25 feet	25 feet
Minimum Side Yard	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.
Minimum Rear Yard	25 feet	25 feet	25 feet	25 feet
Minimum Lot Area	10,000 square feet	10,000 square feet	8,800 square feet	7,500 square feet
Minimum Lot Width	80 feet	75 feet	65 feet	60 feet
Minimum Lot Depth	125 feet	125 feet	125 feet	125 feet
Minimum Dwelling Area	1,800 square feet	2,000 square feet	1,800 square feet	1,550 square feet
Minimum Enclosed Parking (Garage) Area	400 square feet	400 square feet	400 square feet	400 square feet
Maximum Height	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.
Maximum Lot Coverage	45 percent	45 percent	45 percent	45 percent

e) No more than 175 lots within the West Tract may be Type E Lots. At least 100 of the lots within the West Tract are required to be Type C Lots. The maximum number of dwelling units within the West Tract is 500.

f) Article 4, Division 9, Section 4.9.3.F. of the Zoning Ordinance regarding staggered front yard setbacks does not apply. No staggered front yard setback is required; however, lot types (i.e., Type C, Type D and Type E) will be inter-mixed on each street on a block, so that each street has at least two lot types. Inter-mixing of lot types will result in a staggering of different home product types rather than staggering the setbacks to create visual interest on a street or block. Lot types will be mixed so that one side of a street is not identical (e.g., does not mirror) the opposite side of the street. For example, if one side of the street consists of ten (10) Type C Lots and ten (10) Type D Lots, then the opposite side of the street must have either a different number of Type C and Type D Lots or should include Type E Lots so that one side of the street does not exactly match the opposite side of the street. By way of clarification, the requirement to inter-mix lot types on a block or street does not prevent two of the same lot type being adjacent to each other on a street; rather the requirement is that more than one lot type will be provided on a block or street. Examples of how lot types may be inter-mixed is shown on **Exhibit D** and **Exhibit D-1** attached. Streets/ blocks are not required to conform exactly to **Exhibit D** and/or **Exhibit D-1**; rather, **Exhibit D** and **Exhibit D-1** are meant to show a graphic depiction of how lot types may be inter-mixed along a street or block.

g) A Single Family Dwelling, Detached Active Adult Community may be gated and separated from the surrounding communities along the perimeter subject to Section 7(d) herein, Screening and Fencing.

h) Internal to a Single Family Dwelling, Detached Active Adult Community there shall be connectivity throughout with access points to surrounding neighborhoods or trails.

i) Private Street Development.

i. The proposed streets shall be privately owned, maintained, and regulated by the applicable homeowners' association. Storm drainage for private streets shall also be maintained by the applicable homeowners' association.

ii. The property owner or developer will dedicate water and sewer easements to the Town within or adjacent to the streets in order for the development to be connected to the Town water and sewer systems.

iii. Otherwise, private streets shall be constructed in accordance with the requirements for private streets and gated subdivisions contained in Section 10.03.134 of Chapter 10, Article 3, Division 6 of the Code of Ordinances, Town of Prosper, Texas.

7. **General Development Regulations**

a) Architectural Regulations:

i. Dwelling units shall be in general conformance with one of the home styles shown in the renderings included with **Exhibit F**, with regard to design. Materials shall be governed by subsection (a)(ii) below. Otherwise stated, building materials are not required to match what is shown on **Exhibit F**;

rather, building material(s), including without limitation color palettes or types of materials may consist of any of the materials allowed in subsection (a)(ii) herein, subject to the requirements in that section. The property owner or developer shall submit building elevations with the application for a building permit. The Town will approve the building elevations if they substantially conform to the requirements of this subsection (a)(i) and subsection (a)(ii) below. The architectural styles depicted on **Exhibit F** are an example of the different styles that homes must be in general conformance with (e.g., each separate home will be in general conformance with one of the styles shown). Building elevations are not required to exactly match or be the same color palette as what is shown on **Exhibit F** so long as they are in general conformance with one of the styles on **Exhibit F**. The applicant may submit alternate/different elevations that do not comply with the requirements of this subsection (a) (e.g., are a different style/design than **Exhibit F** or deviate from subsection (a)(ii)) and such alternate elevations may be approved by the Development Services Director, except that any elevations that differ by more than ten percent (10%) from the percentages required pursuant to subsection (a)(ii) herein will require review by the Planning & Zoning Commission and approval by the Town Council.

ii. The exterior facades of a main building or structure, excluding windows, doors and area above the roof line shall comply with the following requirements:

1. The exterior facades shall be constructed of 100 percent (100%) masonry, unless otherwise specified herein.

2. Cementitious fiber board is considered masonry, but may only constitute:

(a) <u>For the front façade of any home</u>: Up to fifty percent (50%) of stories other than the first story on the front façade of a residential home[3], except for the modern farmhouse style as noted below. Cementitious fiber board may be used as a façade cladding material for portions of upper stories on the front façade of a home that are in the same vertical plane as the first story so long as the home generally complies with one of the architectural styles included with **Exhibit F**; and

(b) <u>For the side and rear facades of any home</u>: Up to twenty percent (20%) of all stories on the side and rear facades of a residential home (e.g., eaves, soffits, and rear gables above the first floor).

[3] For clarification, up to 100 percent (100%) of the first story on the front façade of any residential home may be cementitious fiberboard.

3. Unless an alternate material is approved by the Development Services Director, any portion of an upper story, excluding windows, architectural features or area above the roof line, that faces Parvin Road or Frontier Parkway shall be 100 percent (100%) masonry and shall not be comprised of cementitious fiber board except for eaves, soffits, and rear gables (which may be comprised of cementitious fiber board).

4. Unless an alternate material is approved by the Development Services Director, any portion of an upper story, excluding windows, architectural features or area above the roof line, that faces and fronts on public or private open space, public or private parks, or the Hike and Bike Trail, shall be 100 percent masonry and may be comprised of cementitious fiber board subject to the limitations in Section 7(a)(ii)(2) above.

5. Unless an alternate material is approved by the Development Services Director, the exterior cladding of chimneys shall be brick, natural or manufactured stone, or three coat stucco.

6. Notwithstanding any limitation above, for modern farmhouse style homes, cementitious fiber board is considered masonry, and may constitute up to eighty percent (80%) of stories other than the first story on the front façade of a residential home. The modern farmhouse style is shown in the renderings included with **Exhibit F**.

7. Notwithstanding any limitation above, cementitious fiber board may be used for architectural features, including window box-outs, gables, bay windows, roof dormers, garage door headers, columns, exposed sidewalls/gable ends above lower roofs, exposed rafter tails, or other architectural features approved by the Development Services Director.

8. Masonry Construction means clay fired brick, natural and manufactured stone, granite, marble, three-coat stucco, and cementitious fiber board (subject to the limitations in this section) as exterior construction materials for all residential structures. Three-coat stucco means stucco applied using a three-step process over diamond metal lath mesh to a minimum of seven-eighths of an inch thickness or by other process producing comparable cement stucco finish with equal or greater strength and durability specifications.

iii. An applicant may appeal any denial by the Development Services Director to a request for approval of an alternate material (as noted above) to the

Town's Planning & Zoning Commission and may appeal the Planning & Zoning Commission's decision to the Town Council.

iv. The primary massing of the roof on the main residential building shall have a minimum slope of 6:12. Accessory roof structures (including, but not limited to garages) and architectural features shall have a minimum slope of 1.25:12.

v. Roof material shall be standing seam copper, metal roof or standing seam metal, natural slate shingles, imitation slate shingles, cementitious tile, or composition 30-year laminated shingles or other approved roof materials. "Other approved roof materials" mean roof materials other than listed herein that are approved by the Development Services Director. By way of clarification, roofing or roof materials are not required to match what is shown on **Exhibit F** hereto; rather, roof material may consist of any of the materials listed in this subsection.

vi. The requirements in this section shall apply in lieu of any exterior construction, building materials or design requirements in the Town's Zoning Ordinance and shall be the exclusive exterior construction, building materials, and design requirements that apply to the development of the property.

b) All homes shall have a covered porch, stoop, or portico at the main front entry into the home.

c) Driveway Pavement Enhancements:
   i. All driveways for single-family homes will be broom finished concrete; salt finish concrete; stained-patterned concrete; or brick, stone or inter-locking pavers.

d) Screening and fencing.
   i. Screening and fencing may be provided generally as shown on the Open Space and Trail Plan.
   ii. The area labeled as "Minimum 50% Open Fencing" along portions of Parvin Road and Frontier Parkway on the Open Space and Trail Plan (the "Perimeter Fence") will be constructed with at least fifty (50%) ornamental metal or tubular steel, with masonry columns and will be a minimum height of six feet and a maximum height of eight feet (except for columns which may be up to nine feet). The Perimeter Fence may include masonry materials so long as less than 50% of the total fence is masonry. The following requirements apply for the Perimeter Fence:
      1. Masonry columns shall be spaced between 75 feet and 100 feet.
      2. The maximum height of the masonry columns, including capstones, shall be nine feet.

3. The minimum height of required walls and fences shall be measured from the nearest alley edge, the property line (where no alley exists) or sidewalk grade, whichever is higher, and shall be constructed in accordance with town design standards.
4. The ornamental metal fence shall be constructed of solid-stock materials and tubular steel with a minimum of 16 gauge pickets and 11 gauge posts.

e) Trees on Corner Lots.
   i. A minimum of one tree from the large tree list in Section 4.2.7 of the Zoning Ordinance shall be planted in the side yard area adjacent to the street on a corner lot. When more than two trees are required per lot, the corner lot, side yard tree may count toward the requirement. Street trees (trees located in the parkway area between the curb and the sidewalk) adjacent to the side yard of a corner lot may count toward the requirement.

8. **Open Space and Amenities**

a) East Tract Open Space: Open space shall be provided generally in the areas shown as "open space" on the Open Space and Trail Plan. The open space within the East Tract is not required to conform exactly to the boundaries as shown on the Open Space and Trail Plan, so long as at least 30 acres of open space is provided within the East Tract (such minimum open space acreage refers to open space within the aggregate, including all phases and all open space areas within the East Tract – the open space is not required to be contiguous).

b) West Tract Open Space: Open space shall be provided generally in the areas shown as "open space" on the Open Space and Trail Plan. The open space within the West Tract is not required to conform exactly to the boundaries as shown on the Open Space and Trail Plan, so long as at least 20 acres of open space is provided within the West Tract (such minimum open space acreage refers to open space within the aggregate, including all phases and all open space areas within the West Tract – the open space is not required to be contiguous).

c) Detention and retention may be provided in open space areas.

d) Open space areas may include area within the floodplain or special flood hazard area.

e) In order for an open space area to be counted towards the minimum 30 acre requirement for the East Tract (referenced above) and the minimum 20 acre requirement for the West Tract (referenced above), a given open space area must be (1) at least 10,000 square feet in size; and (2) have a minimum width of at least 40 feet.

f) The following amenities are required to be installed within the East Tract and may be installed in open space areas or common areas ("East Tract Required Amenities"):
   i. A resident amenity area that includes a swimming pool, shade structure(s) totaling a minimum of 300 square feet, seating areas or a pool deck, and restroom facilities (the "East Amenity Area").

ii. At least one pocket park with a playground having a minimum of 40’ x 29’ use zone.

iii. At least three (3) of the following:

1. Sports court;
2. Fishing pier;
3. Event lawn;
4. Game lawn;
5. Fire Pit Amenity;
6. Outdoor Grilling Station;
7. Putting Green; or
8. Pavilion.

g) The following amenities are required to be installed within the West Tract and may be installed in open space areas or common areas (“West Tract Required Amenities”, and together with the East Tract Required Amenities, the “Required Amenities”):

i. An Amenity Center or clubhouse including at a minimum a resident lounge area or social area, fitness center, and restrooms (the “West Amenity Center”).

ii. A swimming pool with shade structure(s) totaling a minimum of 300 square feet and seating areas or a pool deck.

iii. At least three (3) of the following amenities (“Elective West Tract Amenities”):

1. Pavilion with Outdoor Grilling Station;
2. Bocce ball court;
3. Sports Court;
4. Shuffleboard court or table;
5. Fire Pit Amenity;
6. Putting Green;
7. Outdoor spa;
8. Game Lawn; or
9. Event Lawn.

h) An example of representative photographs of the Elective West Tract Amenities is included with **Exhibit H** (“Inspirational Images”). For the avoidance of doubt, the design of the amenities is conceptual in nature and the developer or property owner shall not be held to the design of an amenity as shown on **Exhibit H**. The Inspirational Images are meant to illustrate the types of amenities that will be provided, but the developer or property owner may use a different supplier, design and/or model for the amenities or improvements. Otherwise stated, the developer may make changes to the design and specifications of the Elective West Tract Amenities shown on **Exhibit H** so long as at least three (3) of the Elective West Tract Amenities are provided within the West Tract.

i) The location of any one or more of the Required Amenities may change during the final design process from what is shown on any exhibits attached hereto. Additional amenities may be provided in addition to the Required Amenities.

j) The Required Amenities may be completed in phases (corresponding with the respective phases of development as determined by the developer). The East

Amenity Area shall be complete prior to issuance of a certificate of occupancy for the 138th single-family home within the East Tract. The West Amenity Center shall be complete prior to issuance of a certificate of occupancy for the 263rd single-family home within the West Tract. The remaining Required Amenities shall be completed prior to the issuance of the last certificate of occupancy in the phase in which the respective amenity is located within. Completion of the Required Amenities, or any one of them shall not be a condition to issuance of building permits or approval of plats or construction plans.

k) The open space, amenities and trails requirements in this section and Section 9 below shall be the exclusive open space, amenities and trails requirements that apply to the development of the property.

9. **Trails and Sidewalks**

i. A Hike and Bike Trail shall be provided generally as shown in yellow and labeled as the "Public Trail" on the Open Space and Trail Plan. By way of clarification, the Hike and Bike Trail referenced herein does not include any of the trails shown as "Public Trail Installed by Others" on the Open Space and Trail Plan. The Hike and Bike Trail shall be located within a twenty-foot (20') public trail easement or pedestrian access easement and may overlap with other Town easements as approved by the Town's Engineering Department. A dog waste station, bench, and trash receptacle will be provided at least every 500 feet along the Hike and Bike Trail. The Hike and Bike Trail is flexible and not strictly bound to the locations shown on the Open Space and Trail Plan. The Hike and Bike Trail may shift or otherwise be modified with the final engineering design so long as the trail complies with the requirements herein. The Hike and Bike Trail may be completed in phases and is required to be completed (and a public easement for such portion(s) of the trail dedicated) prior to the issuance of the last certificate of occupancy in the phase in which the respective portion(s) of the Hike and Bike Trail are located within or adjacent to. The developer or property owner may designate the phases of the development.

ii. Private trails are not required to be within a dedicated easement and may overlap with other Town easements.

iii. The developer or property owner may (1) provide one or more of the following along or at the entrance to private trails: trail heads, trail way stations, overlooks, butterfly gardens and/or other types of trail enhancements; and (2) reserve or restrict the use of such areas for residents, each in its discretion. Examples of these types of trail enhancements are included on the pages titled "Walking/ Fitness Trails" and "Nature Overlooks & Butterfly Gardens" in **Exhibit H**. For the avoidance of doubt, the design of any trail heads, trail way stations, overlooks or other trail enhancements is conceptual in nature and the developer or property owner shall not be held to the designs or types of such items as shown on **Exhibit H**. The Inspirational Images are meant to illustrate the types of trail enhancements that may be provided, but the developer or property owner may use a different design or type of enhancement or improvement(s).

iv. Except as provided herein, sidewalks shall be a minimum of five feet (5') in width. Sidewalks along Parvin Road and Frontier Parkway shall be a minimum of ten feet (10') in width.

10. **Miscellaneous**

a) Building permits for model homes may be issued prior to the final acceptance of the proposed subdivision (or any portion thereof) or any public infrastructure for the subdivision, subject to the Town's Early Model Home Permit Policy; provided that two homes per lot type (i.e., two each of Lot Type A, Lot Type B, Lot Type C, Lot Type D and Lot Type E) may be permitted for model home purposes and such permits shall not be limited to two homes per builder.

b) Permits and a certificate of occupancy for a Sales Trailer may be issued prior to final acceptance of the proposed subdivision (or any portion thereof) or any public infrastructure for the subdivision; provided that all streets adjacent to the Sales Trailer have been completed and the water system and fire hydrants related thereto have been completed and are functional. "Sales Trailer" means a mobile structure used to accommodate temporary offices for the purposes of meeting with the general public during construction projects.

c) Plans for design and construction of any amenities, including without limitation any of the Required Amenities may be submitted and reviewed/approved by the Town while public infrastructure for the subdivision is being constructed (i.e., such plans may be submitted and approved prior to acceptance of public infrastructure or recording of a final plat). If such plans are submitted, once submitted, the City will review and approve such plans within 45 days of submittal. Once any amenity plans are approved and sufficient roads and water facilities have been provided within the subdivision to provide fire access and fire fighting capability to the area where the applicable amenity or amenities will be constructed, the Town will issue a permit that will allow the applicant to begin construction of any such amenities (i.e., construction of such amenities may begin prior to acceptance of all public infrastructure for the subdivision or recording of a final plat).

ZONE-24-0022
EXHIBIT C
DEVELOPMENT REGULATIONS
(373.5107 acres; approx. 310.4 Net Acres)

- Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Regulations, the regulations of the Town's Zoning Ordinance (Ordinance No. 05-20), as it exists or may be amended, and the Subdivision Ordinance (Ordinance No. 17-41), as it exists or may be amended, shall apply.
  - In the event of a conflict between the Town's Zoning Ordinance and this PD Ordinance, this PD Ordinance shall control. In the event of a conflict between these Development Regulations and the Concept Plan, these Development Regulations shall control.

1. **Development Plans**:
   a) Concept Plan: The property shall be developed in general accordance with the attached concept plan, set forth in **Exhibit D** (the "Concept Plan"), except as modified as provided herein. The Concept Plan shall satisfy all requirements under the Zoning Ordinance to submit/ approve a conceptual development plan for this PD and no further conceptual development plan, or approvals by the Planning & Zoning Commission or Town Council with respect to a conceptual development plan shall be required.
   b) Open Space and Trail Plan: The property shall be developed in general accordance with the attached Open Space and Trail Plan, set forth in **Exhibit G** (the "Open Space and Trail Plan"), except as modified as provided herein.
   c) Changes of detail or amendments to the Concept Plan, the Open Space and Trail Plan (except changes to any Hike and Bike Trails shown on the Open Space and Trail Plan, which are subject to subsection 1(e) below) or any other exhibits attached hereto may be authorized by the Development Services Director so long as such changes or amendments:
      i. do not alter the basic relationship of the proposed development to adjacent property;
      ii. do not alter the uses permitted;
      iii. do not increase the number of dwelling units above ~~800~~775 dwelling units;
      iv. do not increase building height above 40 feet;
      v. do not increase lot coverage for any residential lot above 45 percent;
      vi. do not decrease the required off street parking ratio; and
      vii. do not reduce the minimum yards required pursuant to Section 5 and Section 6 of these Development Regulations (below).
   d) The applicant may appeal the Development Services Director's decision to deny an amendment to the Concept Plan or any other exhibits attached hereto to the Town's Planning & Zoning Commission and may appeal the Planning & Zoning Commission's decision to the Town Council. For any amendments that are not authorized to be approved by the Development Services Director herein or in the Zoning Ordinance (or by the Town's Planning & Zoning Commission in the

Zoning Ordinance), the applicant may apply for an amendment through the same process as a zoning amendment.

e) Changes of detail or amendments to any Hike and Bike Trails shown on the Open Space and Trail Plan may be authorized by the Town's Director of Parks & Recreation or his/her designated representative (the "Parks Director") so long as such changes or amendments: do not alter the basic relationship of the proposed development to adjacent property and which do not alter the uses permitted, or reduce the minimum yards required pursuant to Section 5 and Section 6 of these Development Regulations (below).

i. The applicant may appeal the Parks Director's decision to deny an amendment to the Open Space and Trail Plan to the Town's Planning & Zoning Commission and may appeal the Planning & Zoning Commission's decision to the Town Council. For any amendments that are not authorized to be approved by the Parks Director herein or in the Zoning Ordinance (or by the Town's Planning & Zoning Commission in the Zoning Ordinance), the applicant may apply for an amendment through the same process as a zoning amendment.

2. **Tracts; Defined Terms**.

a) Tracts.

i. The property is referred to herein as two separate tracts, the "East Tract", labeled as the "East Tract" on the Concept Plan and the "West Tract", labeled as the "West Tract" on the Concept Plan.

b) Defined Terms.

i. "**Amenity Center**" means a facility that provides amenities primarily for the use of a private group, association, subdivision or neighborhood. Amenity centers can include without limitation (but are not required to include) pools, playgrounds, fitness centers, and other facilities.

ii. "**Community Pool**" means a swimming pool that is available for use by residents and their guests in the subdivision or neighborhood in which it is located. It may be part of an Amenity Center.

iii. "**Development Services Director**" means the Town's Director of Development Services or his/her designated representative.

iv. "**Fire Pit Amenity**" means a designated outdoor area with a fire pit, provided as a feature for residents or guests to gather around, enjoy warmth from the fire, and socialize.

v. "**Gazebo**" means a freestanding roofed structure usually open on the sides.

vi. "**Game Lawn**" means an outdoor lawn, grass or other outdoor area that may be used for outdoor games such as but not limited to cornhole, bocce ball, croquet, and horseshoes.

vii. "**Hike and Bike Trail**" means a concrete trail ten feet (10') in width (except where approved to be less than ten feet in width as described below) generally shown in yellow and labeled as the "Public Trail" on the Open Space and Trail Plan. The trail may be used for walking, running, hiking, biking and/or similar uses. The trail shall not be required to be greater than 10' in width (and may be less than 10' in width where natural

features or vegetation prevent such width as approved by the Development Services Director). The Development Services Director may approve less than 10' in width for the Hike and Bike Trail where the owner or developer is able to show that natural features or vegetation prevent or impede a ten foot width. The Hike and Bike Trail will be available for access by the public. No part of the Hike and Bike Trail as such term is used herein is required to be within the gated area of the residential community.

viii. "**Net acreage**" or "**net acres**" means gross land area less any:

1. Land located within a floodplain or special flood hazard area as designated by the Federal Emergency Management Agency on its Flood Hazard Boundary Map and Flood Insurance Rate Maps, or the Department of Housing and Urban Development, Federal Insurance Administration, Special Flood Hazard Area Maps.

2. Right-of-way dedicated for major thoroughfares.

3. Required parkland dedication.

4. Detention.

5. Land used for non-residential purposes.

Notwithstanding the foregoing, net acreage or net acres may include the following:

- Private open space.

- Park dedication in excess of minimum park dedication requirements.

- Detention ponds that contain a constant water level, are landscaped, or otherwise treated as an amenity for the development, as determined by the Development Services Director.

ix. "**Outdoor Grilling Station**" means a set of tools and/or equipment for grilling or cooking and preparing food outdoors. It typically will include one or more grills and related counter space.

x. "**Pavilion**" means a usually open, covered structure in a garden, open space, or place of recreation that is used for entertainment or shelter.

xi. "**Pocket Park**" means a small, outdoor park or open space area.

xii. "**Pond**" means a small, still, land-based body of water formed by pooling inside a depression, either naturally or artificially.

xiii. "**Putting Green**" means a small area of short grass or turf on which people can hit golf balls into a series of holes for entertainment or for practice.

xiv. "**Sports Court**" means a court or hardscape area designed for athletic or recreational purposes (e.g., such as a full or half basketball court, tennis court, or pickleball court, etc.) surrounded by fencing or on a standalone pad. A half basketball court counts as one sports court.

xv. "**Utility Distribution Facility**" means a structure or facility used to deliver utilities from their source to consumers. These facilities can include without limitation pipelines, wires, a lift station and/or other equipment.

3. **Uses**.

a) The following uses are permitted by right within the East Tract:

1. Model home;
2. Private Street Development[1];
3. Single-Family Dwelling, Detached;
4. Accessory Building;
5. Homebuilder Marketing Center;
6. Home Occupation;
7. Household Care Facility;
8. Municipal Uses Operated by the Town of Prosper;
9. Park or Playground;
10. Private Recreation Center;
11. School, Public;
12. Antenna and/or Antenna Support Structure, Non-Commercial;
13. Private Utility, Other Than Listed;
14. Wireless Communications and Support Structures less than 15 feet in height; and
15. Child Care Center, Home.

ii. Incidental Uses – including, but not limited to Amenity Centers, Community Pools, Gazebos, Pavilions, Sports Courts, Putting Greens, frisbee or disc golf course, and Ponds.

b) The following uses are permitted by Specific Use Permit (SUP) within the East Tract:

i. Child Care Center, Licensed.

ii. Wireless Communications and Support Structures 15 feet or greater in height.

iii. Utility Distribution Facility.

c) The following uses are permitted by right within the West Tract:

1. Model home;
2. Accessory Building;
3. Homebuilder Marketing Center;

[1] Use is permitted subject to compliance with conditional development standards or limitations in the corresponding numeric end note in Article 3, Division 1, Permitted Uses and Definitions, Section 3.1.4, Conditional Development Standards of the Zoning Ordinance.

4. Home Occupation;
5. Household Care Facility;
6. Municipal Uses Operated by the Town of Prosper;
7. Park or Playground;
8. Private Recreation Center;
9. Antenna and/or Antenna Support Structure, Non-Commercial;
10. Private Utility, Other Than Listed;
11. Wireless Communications and Support Structures less than 15 feet in height;
12. Single Family Dwelling, Detached Active Adult Community. "Active Adult Community" shall mean Single Family Dwelling, Detached that may be marketed and/or designed as a planned community primarily for residents who have retired from an active working life. A residential development that contains the West Tract Required Amenities will be considered a community designed primarily for residents who have retired from an active working life. Homeownership and/or occupancy on all or a portion of the lots within the West Tract may be limited to certain qualified ages, and may include without limitation Single Family Dwelling, Detached age restricted to residents 55 years of age and older. By way of example and not limitation, this use may include an age qualified community that restricts all lots to certain qualified ages, or may restrict a certain percentage of the lots to one or more qualified age(s). Any restrictions limiting the age(s) of any resident(s) (and any exceptions to such limitations) shall be contained within private Covenants, Conditions and Restrictions for the West Tract as this PD Ordinance does not provide any such regulations, just an allowance for an age qualified community to be developed.

13. Private Street Development is allowed by right.[2]

14. Incidental Uses – including, but not limited to Amenity Centers, Community Pools, Recreation Centers, food trucks, Gazebos, Pavilions, Sports Courts, Putting Greens, frisbee or disc golf course, and Ponds.

    (a) An Amenity Center may include but is not limited to the following uses:

        (i) Office, business center or co-working space, a café, a kitchen and/or catering kitchen, clubroom, fitness center, conference rooms, locker room or changing room with or without shower facilities, lounge,

[2] Private Street Development is allowed by right within the West Tract pursuant to this PD and is excluded from the requirement for a Specific Use Permit in the Zoning Ordinance.

storage areas, restroom facilities, social gathering areas.

(ii) Storage of equipment (such as but not limited to physical therapy, medical equipment, and pool equipment).

(iii) Administrative, Medical, or Professional Office is allowed as an accessory use as part of an Amenity Center in a Single Family Dwelling, Detached Active Adult Community.

(b) Examples of food trucks (an allowed incidental use within the West Tract) are included with the Inspirational Images attached as **Exhibit H**. Food trucks or food truck stations are not required to exactly match the images or design included with **Exhibit H**, rather **Exhibit H** provides some examples of what this use may look like.

d) The following uses are permitted by Specific Use Permit (SUP) within the West Tract:

i. Wireless Communications and Support Structures 15 feet or greater in height.

ii. Utility Distribution Facility.

4. **Maximum Overall Density**.

a) Maximum Permitted Density for the entire property (including both the East Tract and the West Tract): ~~800~~775 dwelling units, which may be a mix of the lot types defined herein. There is no minimum number of dwelling units per acre. Notwithstanding the proposed locations of lots and lot types as shown on the Concept Plan, the developer may change the location of lots and/or lot types and relocate lots/ lot types and such amendments to the Concept Plan will be approved by the Development Services Director so long as: (i) the total number of dwelling units located on the property is not more than ~~800~~775 dwelling units, and (ii) the Concept Plan otherwise complies with the requirements herein.

5. **Development Regulations for the East Tract**.

a) Type A Lots: "Type A Lots" shall be considered any lots within the East Tract with a lot width of 80' or greater. Except as otherwise provided herein, Type A Lots shall comply with the requirements and regulations for the Single Family-12.5 District of the Town's Zoning Ordinance, subject to the following changes:

i. Minimum Enclosed Parking (Garage) Area: 600 square feet.

b) Type B Lots: "Type B Lots" shall be considered any lots within the East Tract with a lot width of less than 80'. Except as otherwise provided herein, Type B Lots shall comply with the requirements and regulations for the Single Family-10 District of the Town's Zoning Ordinance, subject to the following changes:

i. Minimum Lot Width: 75 feet.
ii. Minimum Enclosed Parking (Garage) Area: 600 square feet.

c) At least 100 lots within the East Tract will be Type A Lots. The maximum number of dwelling units within the East Tract is 275.

d) At least ten percent (10%) of all lots within the East Tract (calculated based on the aggregate of all lots within the East Tract within all phases rather than on a phase by phase basis) will have a lot area of at least 20,000 square feet.

e) Please see Table 1 below for a summary of the development standards for the East Tract. In the event of a conflict between Table 1 and the text in Section 5(a)-(d) above, the text in Section 5(a)-(d) above shall control.

Table 1

	SF-12.5 Base District	**Type A Lots**	**SF-10 Base District**	**Type B Lots**
Min. or Max. # of lot type (if applicable)	n/a	At least 100 within the East Tract	n/a	n/a
Minimum Front Yard	30 feet	30 feet	25 feet	25 feet
Minimum Side Yard	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.
Minimum Rear Yard	25 feet	25 feet	25 feet	25 feet
Minimum Lot Area	12,500 square feet	12,500 square feet	10,000 square feet	10,000 square feet
Minimum Lot Width	80 feet	80 feet	80 feet	75 feet
Minimum Lot Depth	135 feet	135 feet	125 feet	125 feet
Minimum Dwelling Area	1,800 square feet	1,800 square feet	1,800 square feet	1,800 square feet
Minimum Enclosed Parking (Garage) Area	400 square feet	600 square feet	400 square feet	600 square feet
Maximum Height	Two and a half stories, no greater	Two and a half stories, no greater	Two and a half stories, no greater	Two and a half stories, no greater

	than 40 feet.	than 40 feet.	than 40 feet.	than 40 feet.
Maximum Lot Coverage	45 percent	45 percent	45 percent	45 percent

6. **Development Regulations for the West Tract**

a) Except as otherwise provided herein, Type C Lots, Type D Lots and Type E Lots (as defined herein) shall comply with the requirements and regulations for the Single Family-10 District of the Town's Zoning Ordinance.

b) Type C Lots: "Type C Lots" shall be considered any lots within the West Tract with a lot width of 75 feet or greater. Type C Lots shall be developed to the standards in Table 2 for Type C Lots.

c) Type D Lots: "Type D Lots" shall be considered any lots within the West Tract with a lot width of at least 65 feet, but less than 75 feet. Type D Lots shall be developed to the standards in Table 2 for Type D Lots.

d) Type E Lots: "Type E Lots" shall be considered any lots within the West Tract with a lot width of at least ~~55~~60 feet, but less than 65 feet. Type E Lots shall be developed to the standards in Table 2 for Type E Lots.

Table 2

	SF-10 Base District	**Type C Lots**	**Type D Lots**	**Type E Lots**
Min. or Max. # of lot type (if applicable)	n/a	At least 100 within the West Tract	n/a	A maximum of ~~200~~175 within the West Tract
Minimum Front Yard	25 feet	25 feet	25 feet	25 feet
Minimum Side Yard	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.
Minimum Rear Yard	25 feet	25 feet	25 feet	25 feet
Minimum Lot Area	10,000 square feet	10,000 square feet	8,800 square feet	7,500 square feet
Minimum Lot Width	80 feet	75 feet	65 feet	~~55~~60 feet
Minimum Lot Depth	125 feet	125 feet	125 feet	125 feet
Minimum Dwelling Area	1,800 square feet	2,000 square feet	1,800 square feet	1,550 square feet
Minimum Enclosed Parking (Garage) Area	400 square feet	400 square feet	400 square feet	400 square feet
Maximum Height	Two and a half stories, no greater	Two and a half stories, no greater	Two and a half stories, no greater	Two and a half stories, no greater

	than 40 feet.	than 40 feet.	than 40 feet.	than 40 feet.
Maximum Lot Coverage	45 percent	45 percent	45 percent	45 percent

e) No more than ~~200~~175 lots within the West Tract may be Type E Lots. At least 100 of the lots within the West Tract are required to be Type C Lots. The maximum number of dwelling units within the West Tract is ~~525~~500.

f) Article 4, Division 9, Section 4.9.3.F. of the Zoning Ordinance regarding staggered front yard setbacks does not apply. No staggered front yard setback is required; however, lot types (i.e., Type C, Type D and Type E) will be inter-mixed on each street on a block, so that each street has at least two lot types. Inter-mixing of lot types will result in a staggering of different home product types rather than staggering the setbacks to create visual interest on a street or block. Lot types will be mixed so that one side of a street is not identical (e.g., does not mirror) the opposite side of the street. For example, if one side of the street consists of ten (10) Type C Lots and ten (10) Type D Lots, then the opposite side of the street must have either a different number of Type C and Type D Lots or should include Type E Lots so that one side of the street does not exactly match the opposite side of the street. By way of clarification, the requirement to inter-mix lot types on a block or street does not prevent two of the same lot type being adjacent to each other on a street; rather the requirement is that more than one lot type will be provided on a block or street. Examples of how lot types may be inter-mixed is shown on **Exhibit D** and **Exhibit D-1** attached. Streets/ blocks are not required to conform exactly to **Exhibit D** and/or **Exhibit D-1**; rather, **Exhibit D** and **Exhibit D-1** are meant to show a graphic depiction of how lot types may be inter-mixed along a street or block.

g) A Single Family Dwelling, Detached Active Adult Community may be gated and separated from the surrounding communities along the perimeter subject to Section 7(d) herein, Screening and Fencing.

h) Internal to a Single Family Dwelling, Detached Active Adult Community there shall be connectivity throughout with access points to surrounding neighborhoods or trails.

i) Private Street Development.

i. The proposed streets shall be privately owned, maintained, and regulated by the applicable homeowners' association. Storm drainage for private streets shall also be maintained by the applicable homeowners' association.

ii. The property owner or developer will dedicate water and sewer easements to the Town within or adjacent to the streets in order for the development to be connected to the Town water and sewer systems.

iii. Otherwise, private streets shall be constructed in accordance with the requirements for private streets and gated subdivisions contained in Section 10.03.134 of Chapter 10, Article 3, Division 6 of the Code of Ordinances, Town of Prosper, Texas.

7. General Development Regulations

a) Architectural Regulations:

i. Dwelling units shall be in general conformance with one of the home styles shown in the renderings included with **Exhibit F**, with regard to design. Materials shall be governed by subsection (a)(ii) below. Otherwise stated, building materials are not required to match what is shown on **Exhibit F**; rather, building material(s), including without limitation color palettes or types of materials may consist of any of the materials allowed in subsection (a)(ii) herein, subject to the requirements in that section. The property owner or developer shall submit building elevations with the application for a building permit. The Town will approve the building elevations if they substantially conform to the requirements of this subsection (a)(i) and subsection (a)(ii) below. The architectural styles depicted on **Exhibit F** are an example of the different styles that homes must be in general conformance with (e.g., each separate home will be in general conformance with one of the styles shown). Building elevations are not required to exactly match or be the same color palette as what is shown on **Exhibit F** so long as they are in general conformance with one of the styles on **Exhibit F**. The applicant may submit alternate/different elevations that do not comply with the requirements of this subsection (a) (e.g., are a different style/design than **Exhibit F** or deviate from subsection (a)(ii)) and such alternate elevations may be approved by the Development Services Director, except that any elevations that differ by more than ten percent (10%) from the percentages required pursuant to subsection (a)(ii) herein will require review by the Planning & Zoning Commission and approval by the Town Council.

ii. The exterior facades of a main building or structure, excluding windows, doors and area above the roof line shall comply with the following requirements:

1. The exterior facades shall be constructed of 100 percent (100%) masonry, unless otherwise specified herein.

2. Cementitious fiber board is considered masonry, but may only constitute:

(a) For the front façade of any home: Up to fifty percent (50%) of stories other than the first story on the front façade of a residential home[3], except for the modern farmhouse ~~and craftsman styles~~style as noted below. Cementitious fiber board may be used as a façade cladding material for portions of upper stories on the front façade of a home that are in the same vertical plane as the first story so long as

[3] For clarification, up to 100 percent (100%) of the first story on the front façade of any residential home may be cementitious fiberboard.

the home generally complies with one of the architectural styles included with **Exhibit F**; and

(b) For the side and rear facades of any home: Up to twenty percent (20%) of all stories on the side and rear facades of a residential home (e.g., eaves, soffits, and rear gables above the first floor).

3. Unless an alternate material is approved by the Development Services Director, any portion of an upper story, excluding windows, architectural features or area above the roof line, that faces Parvin Road or Frontier Parkway shall be 100 percent (100%) masonry and shall not be comprised of cementitious fiber board except for eaves, soffits, and rear gables (which may be comprised of cementitious fiber board).

4. Unless an alternate material is approved by the Development Services Director, any portion of an upper story, excluding windows, architectural features or area above the roof line, that faces and fronts on public or private open space, public or private parks, or the Hike and Bike Trail, shall be 100 percent masonry and may be comprised of cementitious fiber board subject to the limitations in Section 7(a)(ii)(2) above.

5. Unless an alternate material is approved by the Development Services Director, the exterior cladding of chimneys shall be brick, natural or manufactured stone, or three coat stucco.

6. Notwithstanding any limitation above, for modern farmhouse ~~and craftsman~~ style homes, cementitious fiber board is considered masonry, and may constitute up to eighty percent (80%) of stories other than the first story on the front façade of a residential home. The modern farmhouse ~~and craftsman~~ style ~~homes are~~is shown in the renderings included with **Exhibit F**.

7. Notwithstanding any limitation above, cementitious fiber board may be used for architectural features, including window box-outs, gables, bay windows, roof dormers, garage door headers, columns, exposed sidewalls/gable ends above lower roofs, exposed rafter tails, or other architectural features approved by the Development Services Director.

8. Masonry Construction means clay fired brick, natural and manufactured stone, granite, marble, three-coat stucco, and cementitious fiber board (subject to the limitations in this section) as exterior construction materials for all residential structures. Three-coat stucco means stucco applied using a three-step process

over diamond metal lath mesh to a minimum of seven-eighths of an inch thickness or by other process producing comparable cement stucco finish with equal or greater strength and durability specifications.

iii. An applicant may appeal any denial by the Development Services Director to a request for approval of an alternate material (as noted above) to the Town's Planning & Zoning Commission and may appeal the Planning & Zoning Commission's decision to the Town Council.

iv. The primary massing of the roof on the main residential building shall have a minimum slope of 6:12. Accessory roof structures (including, but not limited to garages) and architectural features shall have a minimum slope of 1.25:12.

v. Roof material shall be standing seam copper, metal roof or standing seam metal, natural slate shingles, imitation slate shingles, cementitious tile, or composition 30-year laminated shingles or other approved roof materials. "Other approved roof materials" mean roof materials other than listed herein that are approved by the Development Services Director. By way of clarification, roofing or roof materials are not required to match what is shown on **Exhibit F** hereto; rather, roof material may consist of any of the materials listed in this subsection.

vi. The requirements in this section shall apply in lieu of any exterior construction, building materials or design requirements in the Town's Zoning Ordinance and shall be the exclusive exterior construction, building materials, and design requirements that apply to the development of the property.

b) All homes shall have a covered porch, stoop, or portico at the main front entry into the home.

c) Driveway Pavement Enhancements:
   i. All driveways for single-family homes will be broom finished concrete; salt finish concrete; stained-patterned concrete; or brick, stone or inter-locking pavers.

d) Screening and fencing.
   i. Screening and fencing may be provided generally as shown on the Open Space and Trail Plan.
   ii. The area labeled as "Minimum 50% Open Fencing" along portions of Parvin Road and Frontier Parkway on the Open Space and Trail Plan (the "Perimeter Fence") will be constructed with at least fifty (50%) ornamental metal or tubular steel, with masonry columns and will be a minimum height of six feet and a maximum height of eight feet (except for columns which may be up to nine feet). The Perimeter Fence may

include masonry materials so long as less than 50% of the total fence is masonry. The following requirements apply for the Perimeter Fence:

1. Masonry columns shall be spaced between 75 feet and 100 feet.
2. The maximum height of the masonry columns, including capstones, shall be nine feet.
3. The minimum height of required walls and fences shall be measured from the nearest alley edge, the property line (where no alley exists) or sidewalk grade, whichever is higher, and shall be constructed in accordance with town design standards.
4. The ornamental metal fence shall be constructed of solid-stock materials and tubular steel with a minimum of 16 gauge pickets and 11 gauge posts.

e) Trees on Corner Lots.

i. A minimum of one tree from the large tree list in Section 4.2.7 of the Zoning Ordinance shall be planted in the side yard area adjacent to the street on a corner lot. When more than two trees are required per lot, the corner lot, side yard tree may count toward the requirement. Street trees (trees located in the parkway area between the curb and the sidewalk) adjacent to the side yard of a corner lot may count toward the requirement.

8. **Open Space and Amenities**

a) East Tract Open Space: Open space shall be provided generally in the areas shown as "open space" on the Open Space and Trail Plan. The open space within the East Tract is not required to conform exactly to the boundaries as shown on the Open Space and Trail Plan, so long as at least 30 acres of open space is provided within the East Tract (such minimum open space acreage refers to open space within the aggregate, including all phases and all open space areas within the East Tract – the open space is not required to be contiguous).

b) West Tract Open Space: Open space shall be provided generally in the areas shown as "open space" on the Open Space and Trail Plan. The open space within the West Tract is not required to conform exactly to the boundaries as shown on the Open Space and Trail Plan, so long as at least 20 acres of open space is provided within the West Tract (such minimum open space acreage refers to open space within the aggregate, including all phases and all open space areas within the West Tract – the open space is not required to be contiguous).

c) Detention and retention may be provided in open space areas.

d) Open space areas may include area within the floodplain or special flood hazard area.

e) In order for an open space area to be counted towards the minimum 30 acre requirement for the East Tract (referenced above) and the minimum 20 acre requirement for the West Tract (referenced above), a given open space area must be (1) at least 10,000 square feet in size; and (2) have a minimum width of at least 40 feet.

f) The following amenities are required to be installed within the East Tract and may be installed in open space areas or common areas ("East Tract Required Amenities"):
   i. A resident amenity area that includes a swimming pool, shade structure(s) totaling a minimum of 300 square feet, seating areas or a pool deck, and restroom facilities (the "East Amenity Area").
   ii. At least one pocket park with a playground having a minimum of 40' x 29' use zone.
   iii. At least three (3) of the following:
      1. Sports court;
      2. Fishing pier;
      3. Event lawn;
      4. Game lawn;
      5. Fire Pit Amenity;
      6. Outdoor Grilling Station;
      7. Putting Green; or
      8. Pavilion.

g) The following amenities are required to be installed within the West Tract and may be installed in open space areas or common areas ("West Tract Required Amenities", and together with the East Tract Required Amenities, the "Required Amenities"):
   i. An Amenity Center or clubhouse including at a minimum a resident lounge area or social area, fitness center, and restrooms (the "West Amenity Center").
   ii. A swimming pool with shade structure(s) totaling a minimum of 300 square feet and seating areas or a pool deck.
   iii. At least three (3) of the following amenities ("Elective West Tract Amenities"):
      1. Pavilion with Outdoor Grilling Station;
      2. Bocce ball court;
      3. Sports Court;
      4. Shuffleboard court or table;
      5. Fire Pit Amenity;
      6. Putting Green;
      7. Outdoor spa;
      8. Game Lawn; or
      9. Event Lawn.

h) An example of representative photographs of the Elective West Tract Amenities is included with **Exhibit H** ("Inspirational Images"). For the avoidance of doubt, the design of the amenities is conceptual in nature and the developer or property owner shall not be held to the design of an amenity as shown on **Exhibit H**. The Inspirational Images are meant to illustrate the types of amenities that will be provided, but the developer or property owner may use a different supplier, design and/or model for the amenities or improvements. Otherwise stated, the developer may make changes to the design and specifications of the Elective West Tract

Amenities shown on **Exhibit H** so long as at least three (3) of the Elective West Tract Amenities are provided within the West Tract.

i) The location of any one or more of the Required Amenities may change during the final design process from what is shown on any exhibits attached hereto. Additional amenities may be provided in addition to the Required Amenities.

j) The Required Amenities may be completed in phases (corresponding with the respective phases of development as determined by the developer). The East Amenity Area shall be complete prior to issuance of a certificate of occupancy for the 138th single-family home within the East Tract. The West Amenity Center shall be complete prior to issuance of a certificate of occupancy for the 263rd single-family home within the West Tract. The remaining Required Amenities shall be completed prior to the issuance of the last certificate of occupancy in the phase in which the respective amenity is located within. Completion of the Required Amenities, or any one of them shall not be a condition to issuance of building permits or approval of plats or construction plans.

k) The open space, amenities and trails requirements in this section and Section 9 below shall be the exclusive open space, amenities and trails requirements that apply to the development of the property.

9. **Trails and Sidewalks**

i. A Hike and Bike Trail shall be provided generally as shown in yellow and labeled as the "Public Trail" on the Open Space and Trail Plan. By way of clarification, the Hike and Bike Trail referenced herein does not include any of the trails shown as "Public Trail Installed by Others" on the Open Space and Trail Plan. The Hike and Bike Trail shall be located within a twenty-foot (20') public trail easement or pedestrian access easement and may overlap with other Town easements as approved by the Town's Engineering Department. A dog waste station, bench, and trash receptacle will be provided at least every 500 feet along the Hike and Bike Trail. The Hike and Bike Trail is flexible and not strictly bound to the locations shown on the Open Space and Trail Plan. The Hike and Bike Trail may shift or otherwise be modified with the final engineering design so long as the trail complies with the requirements herein. The Hike and Bike Trail may be completed in phases and is required to be completed (and a public easement for such portion(s) of the trail dedicated) prior to the issuance of the last certificate of occupancy in the phase in which the respective portion(s) of the Hike and Bike Trail are located within or adjacent to. The developer or property owner may designate the phases of the development.

ii. Private trails are not required to be within a dedicated easement and may overlap with other Town easements.

iii. The developer or property owner may (1) provide one or more of the following along or at the entrance to private trails: trail heads, trail way stations, overlooks, butterfly gardens and/or other types of trail enhancements; and (2) reserve or restrict the use of such areas for residents, each in its discretion. Examples of these types of trail enhancements are included on the pages titled "Walking/ Fitness Trails"

and "Nature Overlooks & Butterfly Gardens" in **Exhibit H**. For the avoidance of doubt, the design of any trail heads, trail way stations, overlooks or other trail enhancements is conceptual in nature and the developer or property owner shall not be held to the designs or types of such items as shown on **Exhibit H**. The Inspirational Images are meant to illustrate the types of trail enhancements that may be provided, but the developer or property owner may use a different design or type of enhancement or improvement(s).

iv. Except as provided herein, sidewalks shall be a minimum of five feet (5') in width. Sidewalks along Parvin Road and Frontier Parkway shall be a minimum of six feet (6') in width.

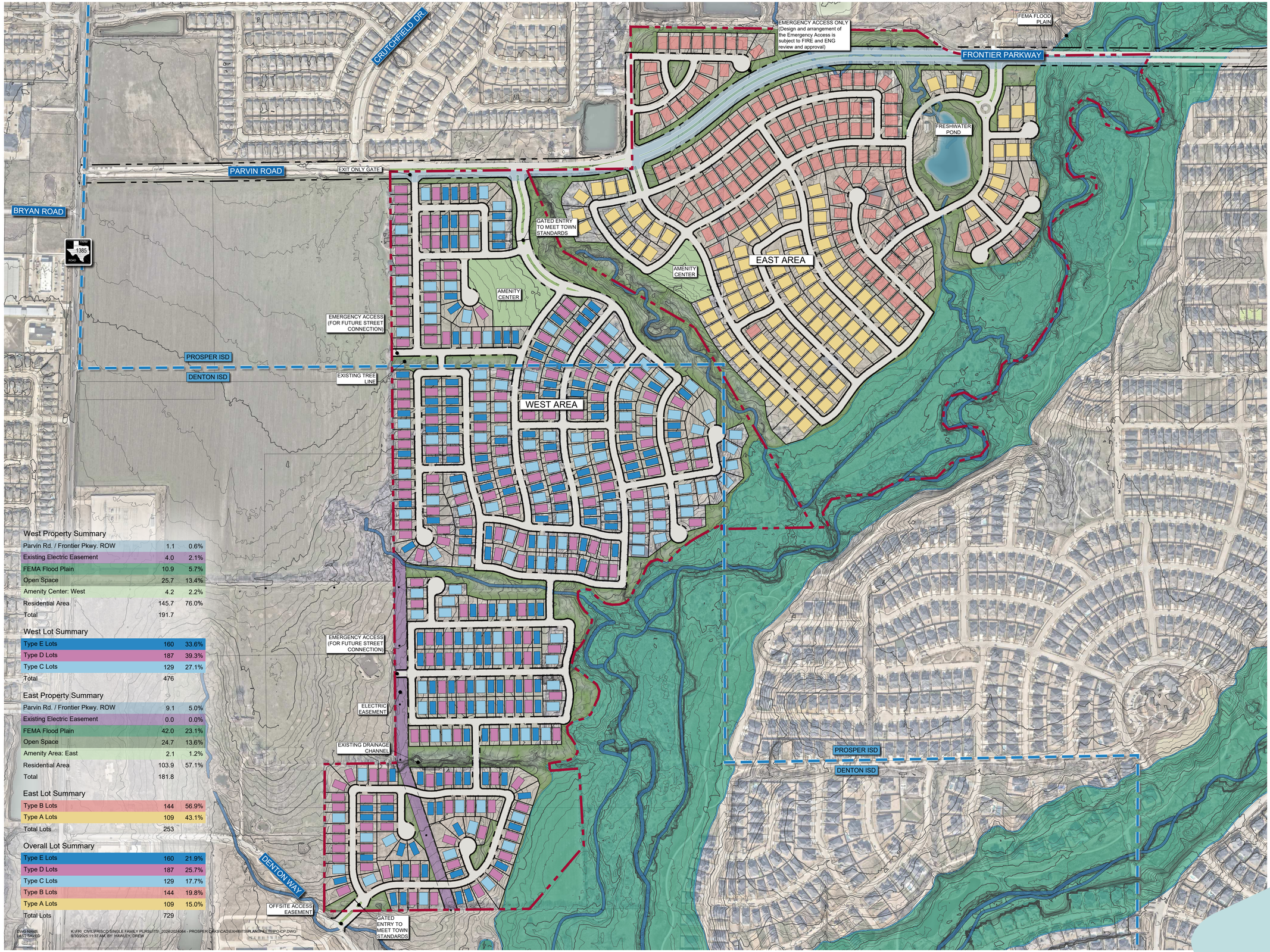
10. **Miscellaneous**

a) Building permits for model homes may be issued prior to the final acceptance of the proposed subdivision (or any portion thereof) or any public infrastructure for the subdivision, subject to the Town's Early Model Home Permit Policy; provided that two homes per lot type (i.e., two each of Lot Type A, Lot Type B, Lot Type C, Lot Type D and Lot Type E) may be permitted for model home purposes and such permits shall not be limited to two homes per builder.

b) Permits and a certificate of occupancy for a Sales Trailer may be issued prior to final acceptance of the proposed subdivision (or any portion thereof) or any public infrastructure for the subdivision; provided that all streets adjacent to the Sales Trailer have been completed and the water system and fire hydrants related thereto have been completed and are functional. "Sales Trailer" means a mobile structure used to accommodate temporary offices for the purposes of meeting with the general public during construction projects.

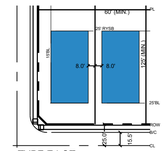
c) Plans for design and construction of any amenities, including without limitation any of the Required Amenities may be submitted and reviewed/approved by the Town while public infrastructure for the subdivision is being constructed (i.e., such plans may be submitted and approved prior to acceptance of public infrastructure or recording of a final plat). If such plans are submitted, once submitted, the City will review and approve such plans within 45 days of submittal. Once any amenity plans are approved and sufficient roads and water facilities have been provided within the subdivision to provide fire access and fire fighting capability to the area where the applicable amenity or amenities will be constructed, the Town will issue a permit that will allow the applicant to begin construction of any such amenities (i.e., construction of such amenities may begin prior to acceptance of all public infrastructure for the subdivision or recording of a final plat).

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Intelligent Table Comparison: Active	
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~~Delete~~	13
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Move To	0
Table Insert	0
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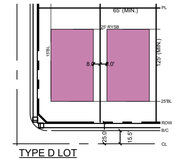


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1"=300' @ 22x34

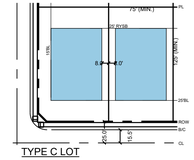
WEST AREA



TYPE E LOT

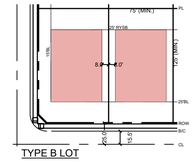


TYPE D LOT

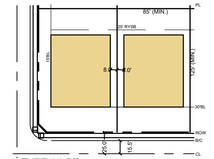


TYPE C LOT

EAST AREA



TYPE B LOT



TYPE A LOT

West Property Summary

Parvin Rd. / Frontier Pkwy. ROW	1.1	0.6%
Existing Electric Easement	4.0	2.1%
FEMA Flood Plain	10.9	5.7%
Open Space	25.7	13.4%
Amenity Center: West	4.2	2.2%
Residential Area	145.7	76.0%
Total	191.7	

West Lot Summary

Type E Lots	160	33.6%
Type D Lots	187	39.3%
Type C Lots	129	27.1%
Total	476	

East Property Summary

Parvin Rd. / Frontier Pkwy. ROW	9.1	5.0%
Existing Electric Easement	0.0	0.0%
FEMA Flood Plain	42.0	23.1%
Open Space	24.7	13.6%
Amenity Area: East	2.1	1.2%
Residential Area	103.9	57.1%
Total	181.8	

East Lot Summary

Type B Lots	144	56.9%
Type A Lots	109	43.1%
Total Lots	253	

Overall Lot Summary

Type E Lots	160	21.9%
Type D Lots	187	25.7%
Type C Lots	129	17.7%
Type B Lots	144	19.8%
Type A Lots	109	15.0%
Total Lots	729	

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9/30/2025 11:37 AM BY: HAWLEY, DREW

CONCEPT PLAN

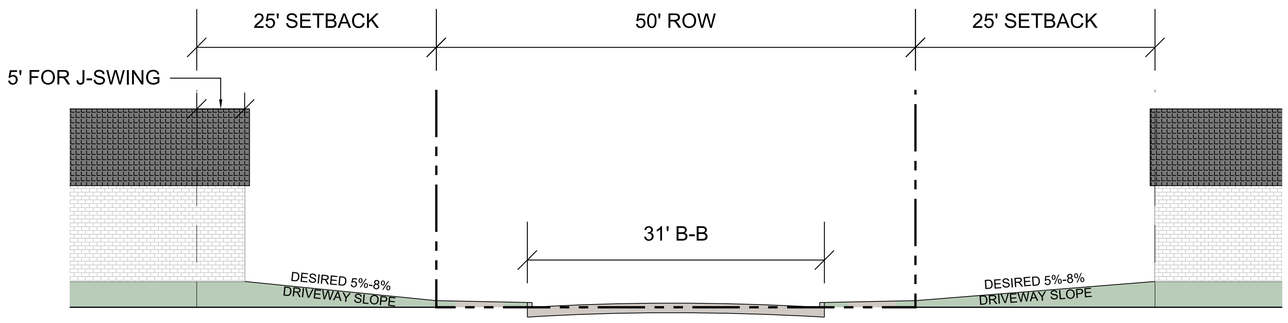
Prosper Oaks

Prosper, Texas

Kimley»Horn
400 North Oklahoma Drive, Suite 105
Celina, TX 75009
P 469-501-2200
State of Texas Registration No. F-928

September 2025





SECTION A-A

NOTE:
1. FOOTPRINTS ARE CONCEPTUAL AND MAY BE REVISED BEFORE PERMITS ARE APPLIED FOR.

Exhibit D-1

Prosper Oaks

Prosper, Texas

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
P 972-335-3580
State of Texas Registration No. F-928

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Exhibit E: Development Schedule
ZONE-24-0022
Prosper Oaks

Development Schedule

It is anticipated the development of Prosper Oaks will begin within one to two years after approval and signing of this Planned Development zoning ordinance. Immediately following the zoning process, a preliminary plat and development agreement shall be prepared and submitted for Town review and approval. Overall, the development schedule for the approximate 373.5 acres will be phased over the next five to eight years and is primarily dependent on the marketability of the market rate and age qualified products.

The development schedule is subject to change due to various factors beyond the control of the developer, such as housing market conditions, construction materials and labor availability, acts of nature, and other similar conditions.



TUDOR



TRANSITIONAL



HIGH PLAINS



MODERN FARMHOUSE

Exhibit F – Architectural Styles (ZONE-24-0022)



CLASSIC



CHATEAU



MEDITERRANEAN



HILL COUNTRY

Exhibit F – Architectural Styles (ZONE-24-0022)



SPANISH



TRADITIONAL

Exhibit F – Architectural Styles (ZONE-24-0022)

GRAPHIC SCALE IN FEET
0 150 300 600
1"=300' @ 22x34

CRUTCHFIELD DR
PARVIN ROAD
BRYAN ROAD
FRONTIER PARKWAY
FEMA FLOOD PLAIN
EXIT ONLY GATE
GATED ENTRY
POCKET PARK
FISHING PIER
TRAIL CONNECTION TO WINDSONG RANCH VIA FUTURE BRIDGE (TO BE INSTALLED BY OTHERS)
EAST TRACT
AMENITY AREA
AMENITY CENTER
WEST TRACT
EMERGENCY ACCESS GATE
EXISTING TREE LINE
TRAIL CONNECTION TO WINDSONG RANCH
TRAIL UNDERPASS
EXISTING DOE BRANCH TRAIL
EMERGENCY ACCESS GATE
70' ELECTRIC EASEMENT
EXISTING DRAINAGE CHANNEL
NOLES ROAD
OFFSITE ACCESS EASEMENT
GATED ENTRY

West Lot Summary		
Type E Lots	160	33.6%
Type D Lots	187	39.3%
Type C Lots	129	27.1%
Total	476	

East Lot Summary		
Type B Lots	144	56.9%
Type A Lots	109	43.1%
Total Lots	253	

Density Summary	
Gross	2.0

Overall Lot Summary		
Type E Lots	160	21.9%
Type D Lots	187	25.7%
Type C Lots	129	17.7%
Type B Lots	144	19.8%
Type A Lots	109	15.0%
Total Lots	729	

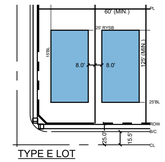
Density Summary	
Gross	2.0

Property Summary		
Perimeter Rights of Way (ROW)	10.2	2.7%
Existing Electric Easement	4.0	1.1%
FEMA Flood Plain	52.9	14.2%
Open Space	50.4	13.5%
Amenity Area: East	2.1	0.6%
Amenity Center: West	4.2	1.1%
Residential Area	260.0	69.6%
Total	373.5	

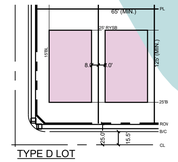
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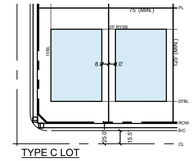
WEST TRACT



TYPE E LOT

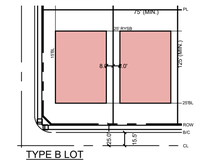


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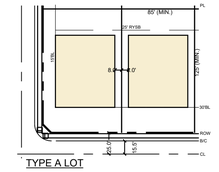


TYPE C LOT

EAST TRACT



TYPE B LOT



TYPE A LOT

TRAIL LEGEND

PUBLIC TRAIL	
PUBLIC TRAIL INSTALLED BY OTHERS	
EXISTING TRAIL	

FENCE LEGEND

MINIMUM 50% OPEN FENCING	
DECORATIVE METAL FENCE	
BOARD-ON-BOARD WOOD FENCE	

NOTES:
1. THIS PLAN IS CONCEPTUAL IN NATURE AND MAY HAVE BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
2. FLOOD PLAIN SHOWN IS SUBJECT TO CHANGE BASED ON A MORE DETAILED FULLY DEVELOPED FLOOD STUDY ANALYSIS.
3. AERIAL IMAGE BY NEARMAP, COPYRIGHT 2025.
4. TRAIL ALIGNMENTS ARE CONCEPTUAL. FINAL ALIGNMENTS TO BE DETERMINED AT TIME OF FINAL CONSTRUCTION PLANS.
5. SIDEWALK CONNECTIONS TO THE TRAIL WITHIN THE AGE QUALIFIED SECTION SHALL BE GATED.

EXHIBIT G: LANDSCAPE, OPEN SPACE & TRAIL PLAN
ZONE-24-0022

Prosper Oaks
Prosper, Texas

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
P 972-335-3580
State of Texas Registration No. F-928

October 2025





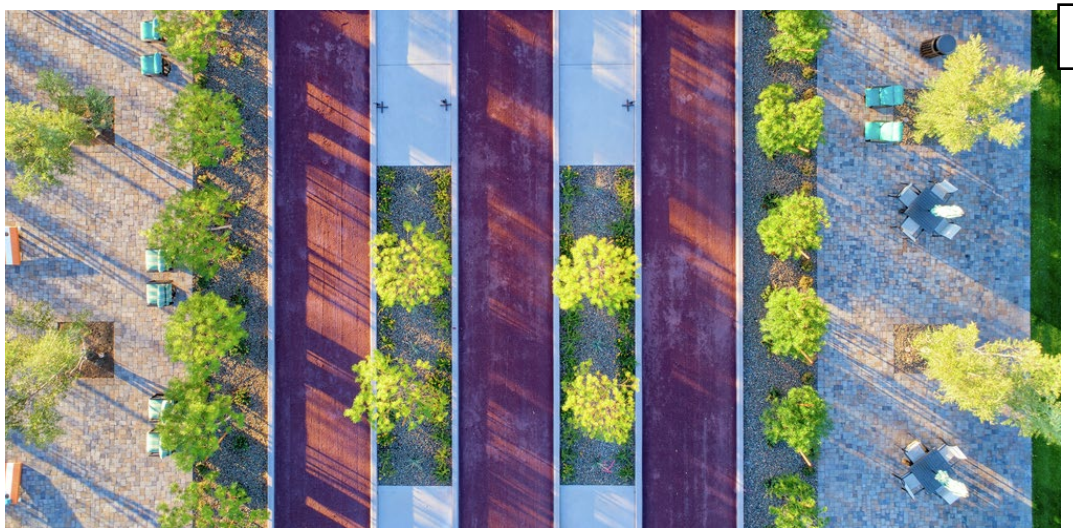




Pavilions

Exhibit H – Inspirational Images (ZONE-24-0022)



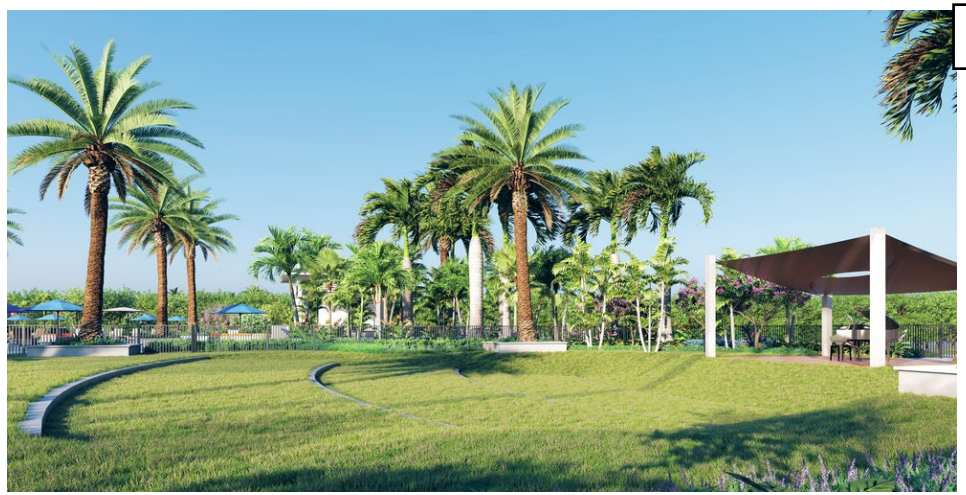






Bocce

Exhibit H – Inspirational Images (ZONE-24-0022)







Event Lawn

Exhibit H – Inspirational Images (ZONE-24-0022)



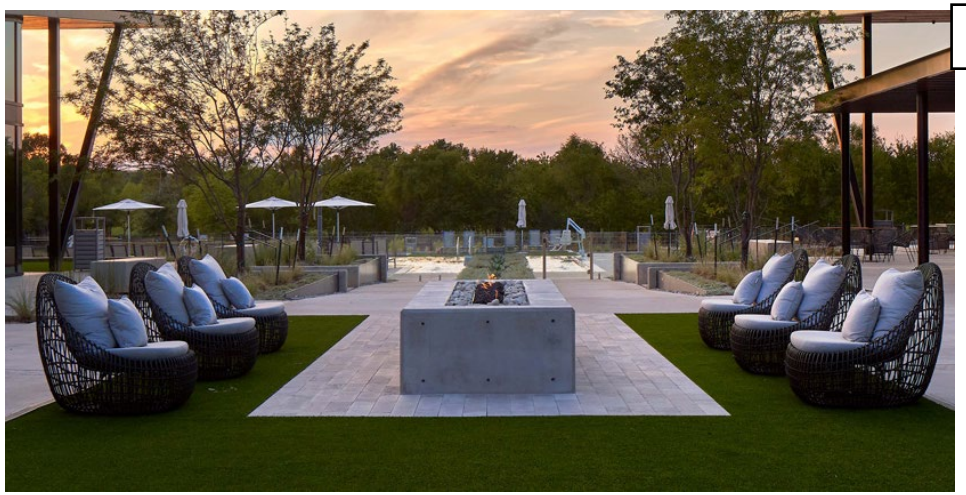




Game Lawn

Exhibit H – Inspirational Images (ZONE-24-0022)



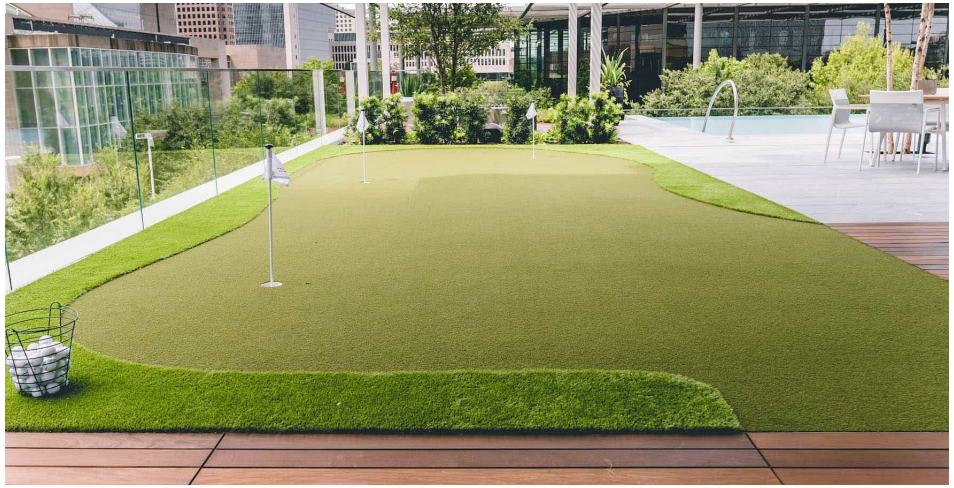


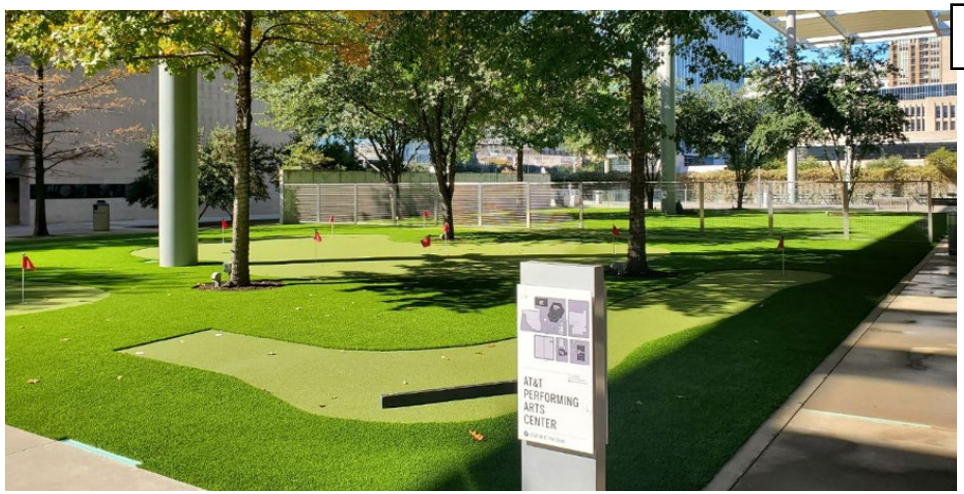




Fire Pit Amenity

Exhibit H – Inspirational Images (ZONE-24-0022)



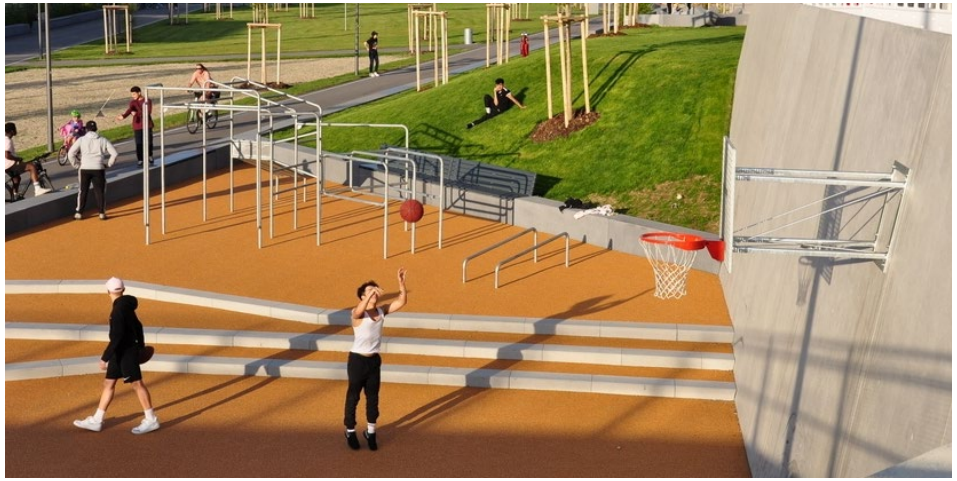






Putting Green

Exhibit H – Inspirational Images (ZONE-24-0022)









Sports Court

Exhibit H – Inspirational Images (ZONE-24-0022)









Outdoor Spa

Exhibit H – Inspirational Images (ZONE-24-0022)









Shuffleboard

Exhibit H – Inspirational Images (ZONE-24-0022)









Walking / Fitness Trails

Exhibit H – Inspirational Images (ZONE-24-0022)









Nature Overlooks & Butterfly Gardens

Exhibit H – Inspirational Images (ZONE-24-0022)









Food Truck Stations

Exhibit H – Inspirational Images (ZONE-24-0022)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), Prosper Oaks LP, a Texas limited partnership ("Owner A"), Mark Carey and Cathi Carey ("Owner B") and Sammie J. Carey ("Owner C") to be effective on the latest date executed by a Party (the "Effective Date"). Owner A, Owner B and Owner C are each referred to herein as an "Owner" and collectively as the "Owners"). Each Owner and the Town are referred to herein individually as a "Party" and collectively as the "Parties".

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, Owner A owns certain real property more particularly described and depicted on **Exhibit A-1** attached hereto and incorporated herein by reference for all purposes; and

WHEREAS, Owner B owns certain real property more particularly described and depicted on **Exhibit A-2** attached hereto and incorporated herein by reference for all purposes; and

WHEREAS, Owner C owns certain real property more particularly described and depicted on **Exhibit A-3** attached hereto and incorporated herein by reference for all purposes; and

WHEREAS, the entirety of the property subject to this Agreement is more particularly described and depicted on **Exhibit A** attached hereto and incorporated herein by reference for all purposes (the "Property"); and

WHEREAS, the Owners are planning to develop or cause the development of one or more projects on the Property, more commonly known as the Prosper Oaks development, which development has previously been approved by the Town or will be approved by the Town substantially concurrent with this Agreement; and

WHEREAS, the Property was rezoned by the Town Council as PD-___ pursuant to Ordinance No. _____ approved by the Town Council on _____ ____, 2025 (as amended, the "PD Ordinance"); and

WHEREAS, certain requirements of applicable law enumerated in Chapter 3000 of the Texas Government Code ("Chapter 3000") call into question the applicability of certain provisions of the PD Ordinance with respect to building materials and aesthetic methods; and

WHEREAS, the Parties desire to clarify the applicability of certain terms of the PD Ordinance in order for there to be assurance in the development requirements for the

Property, incorporate agreed upon development standards for building materials and aesthetic methods for residential development of the Property, and recognize Owners' reasonable investment-backed expectations in the development of the Property, 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.

A. Notwithstanding Chapter 3000, the Parties may agree to building materials requirements for the Property pursuant to this Agreement. Therefore, the Parties agree that any residential structure built on the Property following the Effective Date will comply with the requirements contained in **Exhibit B**, "Building Materials and Architectural Regulations," attached hereto and incorporated herein, notwithstanding any conflicting provision of Chapter 3000. The Parties agree and acknowledge that the provisions of this Paragraph 1.A. shall apply to any residential structure constructed subsequent to the Effective Date. The requirements in **Exhibit B** are the only building materials and aesthetic methods required by the Town for development of the Property. No other building materials, aesthetic methods or architectural requirements shall apply for the development of the Property; therefore, by way of clarification, other building materials and aesthetic methods requirements, including without limitation the provisions contained on **Exhibit C**, do not apply to development of the Property.

B. The Town agrees and confirms that the Property is not a place or area designated by the Town for its historical, cultural, or architectural importance and significance as set forth in Section 3000.002(d) of the Texas Government Code.

2. Weed-Free Landscape Areas. Each Owner agrees to maintain its respective portion of the Property, or establish one or more homeowners association(s) to maintain, all common areas of the Property, excluding floodplain areas, free of weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter, as defined in Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended. Failure to comply with the terms of this Paragraph relative to weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter may result in the Town taking action pursuant to and in accordance with the Town's Code of Ordinances and applicable law.

3. 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 Owners and their 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 owners of the Property, regardless of whether this Agreement is expressly referenced therein.

4. Applicability of Town Ordinances. The Property shall otherwise be developed and all structures shall otherwise be constructed in accordance with all applicable Town ordinances and building/construction codes.

5. 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 a Party is in default under this Agreement, a non-defaulting 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.

6. 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.

7. Notice. Any notices required or permitted to be given hereunder (each, a "Notice"), shall be given in writing and may be served (i) by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; (ii) by electronic mail; (iii) by delivering the same in person to such party via hand-delivery service that provides a return receipt showing the actual date of delivery of the same to the addressee; or (iv) any overnight courier service such as FedEx that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance with (ii) herewith shall be effective upon receipt at the address of the addressee if received by 5:00 pm CT, otherwise notice shall be effective on the next business day. Notice given in accordance with (iii) and (iv) herewith shall be effective upon receipt at the address of the addressee. Notice given in accordance with (i) herewith shall be effective within three (3) business days of deposit. For purposes of this Agreement, "business day" shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Texas. All other references to "days" under this Agreement shall mean calendar days.

For purposes of notification, the addresses of the Parties shall be as follows:

If to the Town: The Town of Prosper
250 W. First Street
P.O. Box 307

Prosper, Texas 75078
Attention: Town Manager
Email:_____

If to Owner A: Prosper Oaks LP
826 Mango Court
Coppell, TX 75019-4764
Attn: Vijay Borra
Email: vijay@dfwland.com

If to Owner B: Mark and Cathi Carey
PO Box 433
Prosper, TX 75078-0433
Email: mccarey2020@gmail.com

If to Owner C: Sammie Carey
401 Navajo Trail
Gainesville, TX 76240-9425
Email: mccarey2020@gmail.com

Any party may change its address by written notice in accordance with this section.

8. 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).

9. 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.

10. 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.

11. 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.

12. 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. Each Owner warrants and represents that the individual(s) executing this Agreement on behalf of such Owner, as applicable, has full authority to execute this Agreement and bind such Owner to the same. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.

13. 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.

14. Mediation. The Parties shall attempt in good faith to resolve any disagreement or conflict concerning this Agreement, including but not limited to any disagreement or conflict concerning the interpretation of this Agreement. Any Party may initiate negotiations to resolve such a disagreement or conflict by providing written Notice to the other Parties (the "Initial Notice"), setting forth the subject of the conflict and the proposed solution. In the event such disagreement cannot be resolved by the Parties hereto within sixty (60) days of the receiving Party's or Parties' receipt of the Initial Notice, the Parties agree to submit such disagreement to nonbinding mediation before a single mediator mutually agreed upon by the Parties who has had at least ten (10) years' relevant experience in the commercial real estate industry. If within fifteen (15) days after the date of mediation, the Parties have not reached agreement on resolution of the conflict or disagreement, then any Party may (but shall not be obligated to) commence an action in accordance with the requirements of Section 6 herein.

15. Assignment. Each Owner 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 such Owner under this Agreement, to (i) any person or entity that is or will become an owner of all or any portion of the Property; (ii) a homeowners association or property owners association for all or a portion of the Property; or (iii) any entity that is controlled by or under common control with any Owner (each such person or entity, an "Assignee"). Each assignment shall be in writing executed by one or more Owner(s), as applicable, and the Assignee(s) and shall obligate the Assignee(s) to be bound by this Agreement to the extent of any rights so assigned. A copy of each assignment shall be provided to the Town. Provided that an Assignee 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 (or portion thereof) that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by an Owner shall release such Owner from any liability that resulted from an act or omission by such Owner that occurred prior to the effective date of the assignment. Each Owner shall maintain true and correct copies of all such assignments by such Owner, including a copy of each executed assignment and the Assignee's Notice information.

16. Sovereign Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the Town irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability), if any, to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the Town may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement. Except as provided herein, the Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

17. Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; strike; inclement weather; shortages or unavailability of labor, supplies, or materials; incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or other causes affecting the area in which the Property is located; utility failures or delays; or other circumstances that are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance requirement and any applicable completion deadline shall be extended for a period of time equal to the period such Party was delayed.

18. Estoppel. Any Party shall, at any time upon reasonable request by any other Party, provide an estoppel certificate or similar document evidencing that this Agreement is in full force and effect, that no event of default exists hereunder (or, if appropriate, specifying the nature and duration of any existing default and the steps required to cure the same), and/or any other improvements or obligations set forth in this Agreement.

19. 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.

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

21. **Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

22. **Amendment**. This Agreement shall not be modified or amended except in writing signed by all Parties.

23. **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.

24. **No 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.

25. **Condition Precedent to Agreement**. The Parties enter into this Agreement expressly conditioned in reliance upon the Town's consideration and approval of a rezoning for the Property per the PD Ordinance consistent with this Agreement, **Exhibit B** and the zoning application previously submitted to the Town which rezoning and approval of the PD Ordinance shall occur in accordance with all requirements of applicable law prior to September 1, 2025 or this Agreement shall be null and void.

[Remainder of page intentionally left blank. Signature pages follow.]

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: James W. Childers
Title: Town Manager, Town of Prosper

Date: _____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____, 2025, by James W. Childers, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

_____
Notary Public, State of Texas
My Commission Expires: _____

OWNER A:

Prosper Oaks LP,
a Texas limited partnership

By: Prosper Oaks GP LLC,
a Texas limited liability company,
its General Partner

By: _____
Vijay K. Borra, Manager

Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 2025 by Vijay K. Borra, the Manager of Prosper Oaks GP LLC, a Texas limited liability company, the General Partner of Prosper Oaks LP, a Texas limited partnership, on behalf of said entities.

Given under my hand and seal of office this _____ day of _____, 2025.

_____
Notary public in and for the State of Texas
My commission expires: _____

OWNER B:

Mark Carey,

an individual

By: _____

Name: Mark Carey

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by Mark Carey, an individual for the purposes therein stated and in the capacity therein expressed.

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

_____

Notary Public, State of Texas

My Commission Expires:_____

Cathi Carey,

an individual

By: _____

Name: Cathi Carey

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by Cathi Carey, an individual for the purposes therein stated and in the capacity therein expressed.

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

_____

Notary Public, State of Texas

My Commission Expires:_____

OWNER C:

Sammie J. Carey,

an individual

By: _____

Name: Sammie J. Carey

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by Sammie J. Carey, an individual for the purposes therein stated and in the capacity therein expressed.

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

_____

Notary Public, State of Texas

My Commission Expires:_____

EXHIBIT A

Property Description and Depiction

(see attached)

ZONE-24-0022

BEING a tract of land situated in the L. Rue Survey, Abstract No. 1110, the H. Rue Survey Abstract No. 1111, the B. Rue Survey, Abstract No. 1113, the P.R. Rue Survey, Abstract No. 1555, the C. Jackson Survey, Abstract No. 1546, the F. Wilkerson Survey, Abstract No. 1411, the J. Morton Survey, Abstract No. 793, and the J. Teeter Survey, Abstract 1262, Denton County, Texas and being all of a called 189.695-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-120739, Official Records, Denton County, Texas, and all of a called 155.903-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-187834, said Official Records, and all of a called 5.00-acre tract of land, described in a deed to Jo Lynn Carey Ninemire & Laura Jean Carey Varner, recorded in Instrument No. 2014-16824 said Official Records, and all of a called 5.3266-acre tract of land, described in a deed to Mark and Cathi Carey, recorded in Instrument No. 2007-985, said Official Records, and all of a called 17.070 acre tract of land described in a deed to Prosper Oaks LP, described in a deed to Prosper Oaks LP, recorded in Instrument No. 2024-93696, said Official Records, and being more particularly described as follows:

BEGINNING at a point in Parvin Road (a public road) for the northwest corner of said 189.695-acre tract and the northeast corner of a called 91.001-acre tract of land described in a deed to Jaianjaneya Real Estate Services LLC, recorded in Instrument No. 2022-120979, said Official Records, also being on the south line of Sutton Fields Phase 4A, recorded in Instrument No, 2023-294, Plat Records, Denton County, Texas;

THENCE North 89°18'40" East, along the northerly line of said 189.695-acre tract, a distance of 1,610.38 feet to the southeast corner of said Sutton Fields Phase 4A, same being the westernmost southwest corner of said 155.903-acre tract;

THENCE North 00°40'48" West, departing said northerly line, and along the westerly line of said 189.695-acre tract, and the easterly line of said Sutton Fields Phase 4A, a distance of 944.35 feet to the northwest corner of said 155.903-acre tract, common to the southwest corner of Sutton Fields Phase 3D, recorded in Instrument No. 2022-44, said Plat Records;

THENCE South 89°11'33" East, departing the easterly line of said Sutton Fields Phase 4A, and along the northerly line of said 155.903-acre tract, said 5.00-acre tract, said 5.3266-acre tract, and the southerly line of said Sutton Fields Phase 3D, and a called 109.926-acre tract of land described in a deed to Sutton Fields East, LLC, recorded in Instrument No. 2021-192973, said Official Records, a distance of 1,904.79 feet to the northernmost northeast corner of said 5.3266-acre tract;

THENCE South 56°24'33" East, continuing along the northerly line of said 5.3266-acre tract and the southerly line of said 109.926-acre tract, a distance of 142.06 feet to the northeast corner said 5.3266-acre tract, common to a northwest corner of said 155.903-acre tract, and at the beginning of a non-tangent curve to the left with a radius of 368.27 feet, a central angle of 37°21'13", and a chord bearing and distance of South 70°07'56" East, 235.86 feet;

THENCE in an easterly direction, along the northerly line of said 155.903-acre tract, and continuing along the southerly line of said 109.926-acre tract, with said non-tangent curve to the left, an arc distance of 240.09 feet to a point for corner;

THENCE South 89°17'04" East, continuing along said northerly line, and the southerly line of said 109.926-acre tract, a distance of 505.81 feet to a point for corner being the southeast corner of said 109.926-acre tract, common to the southwest corner of a called 101.60-acre tract of land described in a deed to MM Celina Parvin 101, LLC, recorded in Instrument No. 2023-32350, said Official Records;

THENCE North 89°21'20" East, continuing along said northerly line, and along the southerly line of said 101.60-acre tract, a distance of 707.09 feet to the northeast corner of said 155.903-acre tract, common to the northernmost northwest corner of a called 48.323-acre tract of land described in a deed to VP Windsong Investments LLC, recorded In Instrument No. 2021-74160, said Official Records;

THENCE departing the southerly line of said 101.60-acre tract, and along the easterly line of said 155.903-acre tract and the west line of said 48.323-acre tract, Windsong Ranch Phase 6D, recorded in Instrument No. 2023-390, said Plat Records, Windsong Ranch Phase 7D&7H, recorded in Instrument No. 2022-232, said Plat Records, the following courses and distances:

South 28°30'00" West, a distance of 131.49 feet to a point for corner;

South 37°30'00" East, a distance of 160.31 feet to a point for corner;

South 20°00'00" East, a distance of 146.57 feet to a point for corner;

South 33°30'00" West, a distance of 125.24 feet to a point for corner;

South 77°00'00" West, a distance of 163.96 feet to a point for corner;

North 70°00'00" West, a distance of 159.08 feet to a point for corner;

North 20°00'00" West, a distance of 145.13 feet to a point for corner;

North 64°00'00" West, a distance of 105.82 feet to a point for corner;

South 46°00'00" West, a distance of 137.91 feet to a point for corner;

South 03°30'00" East, a distance of 88.33 feet to a point for corner;

South 36°30'00" East, a distance of 126.60 feet to a point for corner;

South 46°00'00" West, a distance of 143.43 feet to a point for corner;

South 03°30'00" East, a distance of 96.44 feet to a point for corner;

South 39°30'00" East, a distance of 67.58 feet to a point for corner;

North 82°30'00" East, a distance of 89.32 feet to a point for corner;

South 73°30'00" East, a distance of 61.35 feet to a point for corner;

South 03°30'00" East, a distance of 80.35 feet to a point for corner;

South 44°30'00" West, a distance of 98.69 feet to a point for corner;

South 68°00'00" West, a distance of 162.38 feet to a point for corner;

South 42°30'00" West, a distance of 146.51 feet to a point for corner;

South 05°30'00" East, a distance of 79.52 feet to a point for corner;

South 53°30'00" East, a distance of 96.87 feet to a point for corner;

South 18°00'00" East, a distance of 161.60 feet to a point for corner;

South 20°00'00" West, a distance of 148.19 feet to a point for corner;

South 15°00'00" West, a distance of 172.18 feet to a point for corner;

South 33°30'00" West, a distance of 286.52 feet to a point for corner;

South 49°00'00" West, a distance of 92.68 feet to a point for corner;

North 86°30'00" West, a distance of 86.67 feet to a point for corner;

South 51°00'00" West, a distance of 46.11 feet to a point for corner;

South 12°00'00" West, a distance of 183.60 feet to a point for corner;

South 61°00'00" West, a distance of 125.65 feet to a point for corner;

North 62°00'00" West, a distance of 117.81 feet to a point for corner;

South 74°30'00" West, a distance of 83.62 feet to a point for corner;

South 32°30'00" West, a distance of 99.40 feet to a point for corner;

South 03°00'00" West, a distance of 103.89 feet to a point for corner;

South 46°00'00" East, a distance of 51.34 feet to a point for corner;

North 78°30'00" East, a distance of 112.64 feet to a point for corner;

South 83°30'00" East, a distance of 109.64 feet to a point for corner;

South 20°30'00" East, a distance of 123.94 feet to a point for corner;

South 37°00'00" West, a distance of 84.31 feet to a point for corner;

South 75°30'00" West, a distance of 201.74 feet to a point for corner;

South 44°30'00" West, a distance of 137.72 feet to a point for corner;

South 86°30'00" West, a distance of 242.05 feet to a point for corner;

South 62°30'00" West, a distance of 215.47 feet to a point for corner;

North 89°00'00" West, a distance of 124.44 feet to a point for corner;

South 77°30'00" West, a distance of 146.53 feet to a point for corner;

South 33°00'00" West, a distance of 105.98 feet to a point for corner;

South 23°30'00" East, a distance of 103.84 feet to the southeast corner of said 155.903 acre tract, being on the northerly line of called Tract 2, described in a deed to VP Windsong Operations LLC, recorded in Instrument No. 2018-142926, said Official Records;

THENCE South 88°59'25" West, departing the westerly line of said Windsong Ranch Phase 7D&7H, along the southerly line of said 155.903 acre tract and the northerly line of said Tract 2, a distance of 713.54 feet to the southerly southwest corner of said 155.903 acre tract, common to an ell corner of said Tract 2;

THENCE North 00°10'32" East, along the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, a distance of 40.89 feet to the northernmost southeast corner of aforesaid 17.070 acre tract;

THENCE departing the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, and along the easterly line of said 17.070 acre tract, the following courses and distances:

South 41°38'35" West, a distance of 25.32 feet to a point for corner;

South 62°23'05" West, a distance of 74.71 feet to a point for corner;

South 63°16'45" West, a distance of 46.88 feet to a point for corner;

South 60°27'45" West, a distance of 36.25 feet to a point for corner;

South 59°53'36" West, a distance of 29.79 feet to a point for corner;

South 56°31'38" West, a distance of 28.94 feet to a point for corner;

South 53°35'52" West, a distance of 60.89 feet to a point for corner;

South 50°17'17" West, a distance of 31.83 feet to a point for corner;

South 46°18'44" West, a distance of 31.30 feet to a point for corner;

South 44°23'42" West, a distance of 33.07 feet to a point for corner;

South 40°37'21" West, a distance of 32.29 feet to a point for corner;

South 78°39'41" West, a distance of 42.01 feet to a point for corner;

North 68°40'25" West, a distance of 41.63 feet to a point for corner;

South 71°30'37" West, a distance of 47.59 feet to a point for corner;

South 39°09'08" West, a distance of 42.46 feet to a point for corner;

South 21°43'06" West, a distance of 42.39 feet to a point for corner;

South 27°17'06" West, a distance of 36.07 feet to a point for corner;

South 35°37'35" West, a distance of 35.68 feet to a point for corner;

South 32°14'45" West, a distance of 37.49 feet to a point for corner;

South 25°12'34" West, a distance of 85.30 feet to a point for corner;

South 46°44'58" West, a distance of 42.18 feet to a point for corner;

South 71°49'34" West, a distance of 42.89 feet to a point for corner;

South 87°47'30" West, a distance of 47.42 feet to a point for corner;

North 78°42'49" West, a distance of 45.72 feet to a point for corner;

North 57°26'29" West, a distance of 44.71 feet to a point for corner;

North 47°21'25" West, a distance of 45.17 feet to a point for corner;

North 41°16'16" West, a distance of 44.92 feet to a point for corner;

North 79°16'06" West, a distance of 46.36 feet to a point for corner;

South 61°42'33" West, a distance of 42.39 feet to a point for corner;

South 00°00'00" East, a distance of 45.45 feet to a point for corner;

South 21°42'25" East, a distance of 44.11 feet to a point for corner;

South 33°01'59" East, a distance of 45.17 feet to a point for corner;

South 46°40'14" East, a distance of 44.26 feet to a point for corner;

South 31°27'25" East, a distance of 38.89 feet to a point for corner;

South 13°16'01" West, a distance of 44.03 feet to a point for corner;

South 26°26'57" West, a distance of 49.23 feet to a point for corner;

South 24°35'01" West, a distance of 57.69 feet to a point for corner;

South 32°19'20" West, a distance of 44.83 feet to a point for corner;

South 45°22'19" West, a distance of 49.31 feet to a point for corner;

South 15°05'05" West, a distance of 44.34 feet to a point for corner;

South 12°20'28" West, a distance of 47.05 feet to a point for corner;

South 51°32'13" East, a distance of 47.72 feet to a point for corner;

South 55°21'56" East, a distance of 46.41 feet to a point for corner;

South 49°57'16" East, a distance of 45.99 feet to a point for corner;

South 55°15'58" East, a distance of 45.45 feet to a point for corner;

South 49°03'19" East, a distance of 25.79 feet to a point for corner;

South 23°24'18" East, a distance of 45.63 feet to a point for corner;

South 10°19'41" West, a distance of 47.19 feet to a point for corner;

South 25°15'46" West, a distance of 48.85 feet to a point for corner;

South 21°39'53" West, a distance of 44.51 feet to a point for corner;

South 28°24'27" West, a distance of 26.50 feet to a point for corner;

South 55°15'28" West, a distance of 49.81 feet to a point for corner;

South 75°22'42" West, a distance of 44.43 feet to a point for corner;

South 69°07'57" West, a distance of 44.61 feet to a point for corner;

South 49°24'01" West, a distance of 41.71 feet to a point for corner;

South 06°59'05" East, a distance of 46.31 feet to a point for corner;

South 35°51'45" East, a distance of 46.30 feet to a point for corner;

South 32°06'53" East, a distance of 49.72 feet to a point for corner;

South 14°50'58" East, a distance of 44.18 feet to a point for corner;

South 28°25'20" West, a distance of 42.52 feet to a point for corner;

South 67°49'43" West, a distance of 46.70 feet to a point for corner;

South 79°32'39" West, a distance of 40.33 feet to a point for corner;

South 81°37'04" West, a distance of 49.99 feet to a point for corner;

South 78°01'30" West, a distance of 36.45 feet to a point for corner;

South 05°35'13" East, a distance of 47.57 feet to the southernmost southeast corner of said 17.070 acre tract, being on the westerly line of said Tract 2 and the easterly line of aforesaid 189.695 acre tract;

THENCE North 85°47'35" East, along the southerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 194.03 feet to an ell corner of said Tract 2, common to a northeast corner of said 189.695 acre tract;

THENCE South 03°27'59" East, continuing along the westerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 515.78 feet to the northerly southeast corner of said 189.695 acre tract, common to the north corner of a called 1.84-acre tract of land described in a certified copy of probate to Walter C. Fain, recorded in Document No. 2004-95008, said Official Records;

THENCE South 40°46'41" West, departing said westerly line, and along the northwesterly line of said 1.84-acre tract, same being the southeasterly line of said 189.695-acre tract, a distance of 552.51 feet to the southwest corner of said 1.84-acre tract, also being on the northerly line of a called 23.507 acre tract of land described as Tract 3 in a deed to Town of Prosper, as recorded in Instrument No. 2022-69025, said Official Records;

THENCE South 89°21'41" West, along the northerly line of said Tract 3, and said southerly line, a distance of 1,002.31 feet to the northwest corner of said Tract 3 and the easternmost

northeast corner of the Middle School #9 Addition, recorded in Instrument No. 2023-375, said Plat Records;

THENCE South 89°17'30" West, continuing along said southerly line, and along the northerly line of said Middle School #9 Addition, a distance of 363.42 feet to the southwest corner of said 189.695-acre tract, common to an ell corner of said Middle School #9 Addition;

THENCE along the westerly line of said 189.695-acre tract, and the easterly line of said Middle School addition, and a called Tract 1 and a called Tract 2, described in a deed to VEE Prosper Oaks, LLC, recorded in Instrument No. 2022-53773, said Official Records, and the aforesaid 91.001-acre tract, the following courses and distances:

North 00°13'22" East, a distance of 978.26 feet to an ell corner of said Tract 2, common to the southernmost northwest corner of said 189.695-acre tract;

North 89°01'33" East, a distance of 470.85 feet to an ell corner of said 189.695-acre tract;

North 00°28'00" West, a distance of 720.06 feet to the northeast corner of said Tract 2, common to the southeast corner of said Tract 1;

North 00°32'18" West, a distance of 486.36 feet to the northeast corner of said Tract 1, common to the southeast corner of said 91.001-acre tract;

North 00°32'33" West, a distance of 2,725.96 feet to the **POINT OF BEGINNING** and containing 16,270,126 square feet or 373.5107 acres of land, more or less.

The bearings for this exhibit are based on a bearing of N89°18'40"E for the north line of the called 189.695-tract according to the special warranty deed recorded in instrument number 2021-120739 of the Public Records of Denton County, Texas.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
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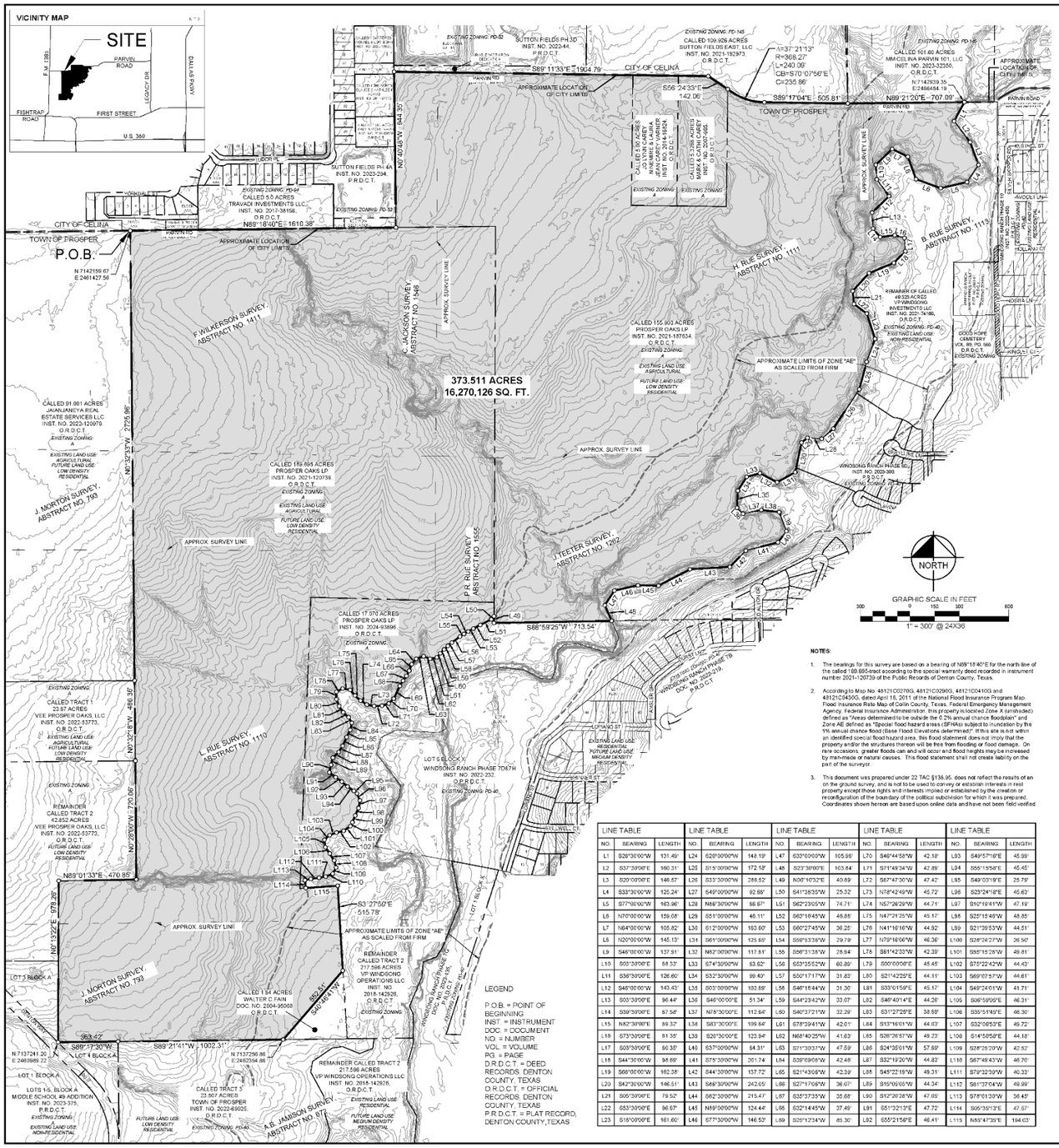

VICINITY MAP
SITE
PARVIN ROAD
FIRST STREET
LEGACY DR
DALLAS AVE
FISHTRAP ROAD
F.M. 1385
U.S. 380
CITY OF CELINA
TOWN OF PROSPER
P.O.B.
N 7142159.67
E 2481427.56
PARVIN RD
APPROXIMATE LOCATION OF CITY LIMITS
EXISTING ZONING: PD-52
SUTTON FIELDS PH 3D
INST. NO. 2022-44,
P.R.D.C.T.
EXISTING ZONING: PD-148
CALLED 109.926 ACRES
SUTTON FIELDS EAST, LLC
INST. NO. 2021-192973,
O.R.D.C.T.
S89°11'35"E 1904.79'
S56°24'33"E
142.06'
S89°17'04"E - 505.81'
I=37°21'13"
R=368.27'
L=240.09'
CB=S70°07'56"E
C=235.86'
N89°21'20"E - 707.09'
EXISTING ZONING: PD-148
CALLED 101.60 ACRES
MMCELINA PARVIN 101, LLC
INST. NO. 2023-32350,
O.R.D.C.T.
N 7142839.35
E 2486484.19
APPROXIMATE LOCATION OF CITY LIMITS
SUTTON FIELDS PH 4A
INST. NO. 2023-294,
P.R.D.C.T.
EXISTING ZONING: PD-84
CALLED 5.0 ACRES
TRAVADI INVESTMENTS LLC
INST. NO. 2017-36158,
O.R.D.C.T.
EXISTING ZONING: PD 52
N89°18'40"E 1,610.38'
N0°40'48"W 944.30'
APPROXIMATE LOCATION OF CITY LIMITS
APPROX. SURVEY LINE
CALLED 5.280 ACRES
JAUALUNAEYA LLC
INST. NO. 2014-16824,
O.R.D.C.T.
CALLED 5.280 ACRES
MARK & CATHI CAREY
INST. NO. 20080326-0
O.R.D.C.T.
EXISTING ZONING: A
EXISTING ZONING: PD-40
APPROX. SURVEY LINE
APPROXIMATE LIMITS OF ZONE "AE" AS SCALED FROM FIRM
REMAINDER OF CALLED 48.525 ACRES
VP WINDSONG INVESTMENTS LLC
INST. NO. 2021-74160,
O.R.D.C.T.
EXISTING ZONING: PD-40
EXISTING LAND USE: NON-RESIDENTIAL
CALLED 155.903 ACRES
PROSPER OAKS LP
INST. NO. 2021-187534
O.R.D.C.T.
EXISTING ZONING: A
EXISTING LAND USE: AGRICULTURAL
FUTURE LAND USE: LOW DENSITY RESIDENTIAL
373.511 ACRES
16,270,126 SQ. FT.
CALLED 91.901 ACRES
JAUALUNAEYA REAL ESTATE SERVICES LLC
INST. NO. 2023-120979,
O.R.D.C.T.
EXISTING ZONING: A
EXISTING LAND USE: AGRICULTURAL
FUTURE LAND USE: LOW DENSITY RESIDENTIAL
CALLED 189.695 ACRES
PROSPER OAKS LP
INST. NO. 2021-120739
O.R.D.C.T.
EXISTING ZONING: A
EXISTING LAND USE: AGRICULTURAL
FUTURE LAND USE: LOW DENSITY RESIDENTIAL
APPROX. SURVEY LINE
WINDSONG RANCH PHASE 6D
INST. NO. 2020-369
P.R.D.C.T.
EXISTING ZONING: PD-74
WINDSONG RANCH PHASE 7D5H
INST. NO. 2022-232,
P.R.D.C.T.
EXISTING ZONING: PD-40
EXISTING LAND USE: RESIDENTIAL
FUTURE LAND USE: MEDIUM DENSITY RESIDENTIAL
CALLED 17.070 ACRES
PROSPER OAKS LP
INST. NO. 2024-93696,
O.R.D.C.T.
EXISTING ZONING
S88°59'25"W 713.54'
CALLED TRACT 1
23.87 ACRES
VEE PROSPER OAKS, LLC
INST. NO. 2022-53773,
O.R.D.C.T.
EXISTING LAND USE: AGRICULTURAL
FUTURE LAND USE: LOW DENSITY RESIDENTIAL
EXISTING ZONING
REMAINDER CALLED TRACT 2
42.852 ACRES
VEE PROSPER OAKS, LLC
INST. NO. 2022-53773,
O.R.D.C.T.
FUTURE LAND USE: LOW DENSITY RESIDENTIAL
N0°28'00"W - 720.06'
N0°32'18"W - 486.36'
N89°01'33"E - 470.85'
N01°15'22"E - 978.26'
S3°27'50"E
515.78'
APPROX. SURVEY LINE
APPROXIMATE LIMITS OF ZONE "AE" AS SCALED FROM FIRM
REMAINDER CALLED TRACT 2
217.596 ACRES
VP WINDSONG OPERATIONS LLC
INST. NO. 2018-142828,
O.R.D.C.T.
EXISTING ZONING
CALLED 1.54 ACRES
WALTER C. FAIN
DOC. NO. 2004-95008
O.R.D.C.T.
N01°15'22"W 2725.98'
N01°33'53"W 2775.86'
S89°17'30"W
963.42'
S89°21'41"W - 1002.31'
LOT 1 BLOCK A
LOTS 1-5, BLOCK A
MIDDLE SCHOOL #9 ADDITION
INST. NO. 2023-375,
P.R.D.C.T.
EXISTING ZONING
EXISTING LAND USE: NON-RESIDENTIAL
CALLED TRACT 3
23.507 ACRES
TOWN OF PROSPER
INST. NO. 2022-69005,
O.R.D.C.T.
EXISTING ZONING: PD-40
FUTURE LAND USE: LOW DENSITY RESIDENTIAL
REMAINDER CALLED TRACT 2
217.596 ACRES
VP WINDSONG OPERATIONS LLC
INST. NO. 2018-142828,
O.R.D.C.T.
EXISTING LAND USE: RESIDENTIAL
FUTURE LAND USE: MEDIUM DENSITY RESIDENTIAL
LOT 6 BLOCK A
WINDSONG RANCH PHASE 7D6TH
INST. NO. 2022-232,
O.R.D.C.T.
EXISTING ZONING: PD-40
EXISTING LAND USE: RESIDENTIAL
FUTURE LAND USE: MEDIUM DENSITY RESIDENTIAL
LOT 5 BLOCK A
LOT 7 BLOCK A
LOT 8 BLOCK A
LOT 9 BLOCK A
LOT 10 BLOCK A
LOT 11 BLOCK A
LOT 12 BLOCK A
LOT 13 BLOCK A
LOT 14 BLOCK A
LOT 15 BLOCK A
LOT 16 BLOCK A
LOT

EXHIBIT A-1

Owner A Property Description

TRACT 1:

BEING a tract of land situated in the J. Teeter Survey, Abstract No. 1262, the P. Rue Survey, Abstract No. 1555, the H. Rue Survey, Abstract No. 1111, the B. Rue Survey, Abstract No. 1113, and the C. Jackson Survey, Abstract No. 1546, Town of Prosper, Denton County, Texas, being part of a tract conveyed to Jo Lynn Carey Ninemire, et al, by deed recorded in Document No. 2014-16824, Official Public Records, Denton County, Texas (OPRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap found for an inset northeasterly corner of Tract 2, conveyed to VP Windsong Investments LLC, recorded in Document No. 2018-142926 OPRDCT;

THENCE N 00°13'47" E, along an easterly line thereof, passing at 125.32 feet a 1/2" iron rod with plastic cap found for a northeasterly corner of Tract 2, being a southeast corner of Tract conveyed to the Rue Family Trust, recorded in Volume 5032, Page 3961, Deed Records, Denton County, Texas (DRDCT), and continuing along the east line thereof a total distance of 2403.48 feet to a 1/2" iron rod found;

THENCE S 89°18'18" W, 604.04 feet along the north line thereof to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the southeast corner of a tract conveyed to CADG Sutton Fields LLC, recorded in Document No. 2015-30387 OPRDCT;

THENCE N 00°40'48" W, along the east line thereof, and being along the east line of Parvin Road, a public road, passing at 490.70 feet a PK nail found for the southeast corner of a tract conveyed to Dale and Vicki Travis, recorded in Document No. 2019-53525 OPRDCT, continuing along the east line thereof, passing at 674.11 feet another PK nail found for the southeast corner of a tract conveyed to Claude and Kathleen Adams, recorded in Document No. 2011-67775 OPRDCT, continuing along the east line thereof, passing at 929.67 feet a PK nail found for the southeast corner of a tract conveyed to Michael and Lori Bohn, recorded in Document No. 2020-19369 OPRDCT, and continuing along the east line thereof a total distance of 944.41 feet to a point being a southwesterly corner of another tract conveyed to CADG Sutton Fields LLC, recorded in Document No. 2015-15963 OPRDCT;

THENCE S 89°12'10" E, 1163.88 feet along the south line thereof, and being along Parvin Road, to a PK nail found for the southeast corner of said CADG tract;

THENCE S 89°11'44" E, 284.25 continuing along Parvin Road to a PK nail found for the northwest corner of a tract described as the "Save and Except Tract 1" described in Document No. 2014-16824 OPRDCT;

THENCE S 00°42'41" W, 789.66 feet along the west line thereof;

THENCE S 89°17'19" E, 575.96 feet along the south line thereof, and of a tract conveyed to Mark and Cathi Carey, recorded in Document No. 2007-985 OPRDCT;

THENCE N 00°42'41" E, 711.55 feet along the east line of said Carey tract to a PK nail found in Parvin Road;

THENCE along said road, the following:

S 56°15'56" E, 38.28 feet;

A non-tangent curve to the left having a radius of 350.00 feet, a central angle of 33°01'01", a long chord of S 72°46'28" E - 198.91 feet, and an arc length of 201.69 feet;

S 89°17'04" E, 505.81 feet to a 3/8" iron rod found;

And N 89°21'20" E, 707.09 feet to a point in the approximate centerline of a creek;

THENCE along said creek, the following:

S 28°30'00" W, 131.49 feet;

S 37°30'00" E, 160.31 feet;

S 20°00'00" E, 146.57 feet;

S 33°30'00" W, 125.24 feet;

S 77°00'00" W, 163.96 feet;

N 70°00'00" W, 159.08 feet;

N 20°00'00" W, 145.13 feet;

N 64°00'00" W, 105.82 feet;

S 46°00'00" W, 137.91 feet;

S 03°30'00" E, 88.33 feet;

S 36°30'00" E, 126.60 feet;

S 46°00'00" W, 143.43 feet;

S 03°30'00" E, 96.44 feet;

S 39°30'00" E, 67.58 feet;

N 82°30'00" E, 89.32 feet;

S 73°30'00" E, 61.35 feet;

S 03°30'00" E, 80.35 feet;

S 44°30'00" W, 98.69 feet;

S 68°00'00" W, 162.38 feet;

S 42°30'00" W, 146.51 feet;

S 05°30'00" E, 79.52 feet;

S 53°30'00" E, 96.87 feet;

S 18°00'00" E, 161.60 feet;

S 20°00'00" W, 148.19 feet;

S 15°00'00" W, 172.18 feet;

S 33°30'00" W, 286.52 feet;

S 49°00'00" W, 92.68 feet;

N 86°30'00" W, 86.67 feet;

S 51°00'00" W, 46.11 feet;

S 12°00'00" W, 183.60 feet;

S 61°00'00" W, 125.65 feet;

N 62°00'00" W, 117.81 feet;

S 74°30'00" W, 83.62 feet;

S 32°30'00" W, 99.40 feet;

S 03°00'00" W, 103.89 feet;

S 46°00'00" E, 51.34 feet;

N 78°30'00" E, 112.64 feet;

S 83°30'00" E, 109.64 feet;

S 20°30'00" E, 123.94 feet;

S 37°00'00" W, 84.31 feet;

S 75°30'00" W, 201.74 feet;

S 44°30'00" W, 137.72 feet;

S 86°30'00" W, 242.05 feet;

S 62°30'00" W, 215.47 feet;

N 89°00'00" W, 124.44 feet;

S 77°30'00" W, 146.53 feet;

S 33°00'00" W, 105.98 feet;

And S 23°30'00" E, 103.84 feet to the north line of said VP Windsong Investments tract;

THENCE S 88°59'25" W, 713.52 feet along the common line thereof to the POINT OF BEGINNING with the subject tract containing 6,791,150 square feet or 155.903 acres of land.

TRACT 2:

Being a tract of land situated in the F. Wilkerson Survey, Abstract No. 1411, the C. Jackson Survey, Abstract No. 1546, the H. Rue Survey, Abstract No. 1111, the J. Morton Survey, Abstract No. 793, the P. Rue Survey, Abstract No. 1555, and the Lewis Rue Survey, Abstract No. 1110, Denton County, Texas and being all of a called 90 acres tract of land (Tract 1) and all of a called 99 1/2 acres tract of land (Tract 2) described in Affidavit of Heirship to Lanell Rue Giles as recorded in Volume 2955, Page 370, Real Property Records, Denton County, Texas, in the Distribution Deed to Nancy Jane Ferguson as recorded in Instrument No. 2007-145675, said Real Property Records, and in the Distribution Deed to Grover Cc. Rue, Jr., as recorded in Instrument No. 2007-145676, said Real Property Records, and being more particularly described herein as follows:

BEGINNING at a 1/2 inch iron rod found in Parvin Road (a public road) for the Northwest corner of said 99 1/2 acres and the Northeast corner of a called 129.978 acres tract of land described in Deed to Swisher Partners, L.P. as recorded in Instrument No. 2004-7927, Official Records, Denton County, Texas;

THENCE North 89 degrees 18 minutes 40 seconds East, with the North line of said 99 1/2 acres tract, along said Parvin Road, passing the most Northerly Northeast corner of said 99 1/2 acres tract and the most Northerly Northwest corner of said 90 acres tract, and continuing along said course for a total distance of 2,214.41 feet to a 1/2 inch iron rod found for the Northeast corner of said 90 acres tract and an ell corner of a called 319.005 acres tract of land described in Deed to Jo Lynn Carey Ninemire, Laura Jean Carey Varner and Mark Carlton Carey as recorded in Instrument No. 2014-16824, said Official Records;

THENCE South 01 degrees 03 minutes 38 seconds West, with the East line of said 90 acres tract and a West line of said 319.005 acres tract, a distance of 1,321.64 feet to a 2 inch steel fence corner post found for an angle point corner;

THENCE South 00 degrees 54 minutes 02 seconds East, continuing with the East line of said 90 acres tract and a West line of said 319.005 acres tract, a distance of 957.16 feet to a 2 inch steel fence corner post found for the Southeast corner of said 90 acres tract and the most Westerly Northeast corner of a called 217.596 acres tract of land (Tract 2) described in Deed to VP WIndsong Investments, LLC. as recorded in Instrument No. 2018-142926, said Official Records;

THENCE North 88 degrees 23 minutes 26 seconds West, with the South line of said 90 acres tract and the North line of said 217.596 acres tract, a distance of 1,111.84 feet to a 3/8 inch iron rod found for an ell corner of said 90 acres tract and the Northwest corner of said 217.596 acres tract;

THENCE South 02 degrees 07 minutes 31 seconds West, with the East line of said 90 acres tract and the West line of said 217.596 acres tract, a distance of 1,767.54 feet to a 4 inch wood fence

corner post found for an interior corner of said 99 1/2 acres tract and the most Northerly Southwest corner of said 217.596 acres tract;

THENCE North 85 degrees 37 minutes 47 seconds East, with a North line of said 99 1/2 acres tract and a South line of said 217.596 acres tract, a distance of 228.92 feet to a 1/2 inch capped iron rod stamped "KHA" found for the most Southerly Northeast corner of said 99 1/2 acres tract and interior corner of said 217.596 acres tract;

THENCE South 03 degrees 33 minutes 27 seconds East, with the East line of said 99 1/2 acres tract and the West line of said 217.596 acres tract, a distance of 515.93 feet to a 1/2 inch capped iron rod found for an angle point corner of said 99 1/2 acres tract and being the North corner of a called 1.84 acres tract of land described in Deed to Walter C. Fain as recorded in Instrument No. 2004-95008, said Official Records;

THENCE South 40 degrees 46 minutes 41 seconds West, with the Southeast line of said 99 1/2 acres tract and the Northwest line of said 1.84 acre tract, a distance of 552.51 feet to a 1/2 inch capped iron rod found in a North line of said 217.596 acres tract for the Southeast corner of said 99 1/2 acres tract and the Southwest corner of said 1.84 acre tract;

THENCE South 89 degrees 21 minutes 41 seconds West, with the South line of said 99 1/2 acres tract and a North line of said 217.596 acres tract, a distance of 1,002.31 feet to a 1/2 inch iron rod found for the most Southerly Northeast corner of a called 65.133 acres tract of land described in Deed to the Denton Independent School District as recorded in Instrument No. 2017-65208, said Official Records;

THENCE South 89 degrees 17 minutes 30 seconds West, with the South line of said 99 1/2 acres tract and a North line of said 65.133 acres tract, a distance of 363.42 feet to a 1/2 inch iron rod found for the Southwest corner of said 99 1/2 acres tract and ell corner of said 65.133 acres tract;

THENCE North 00 degrees 13 minutes 22 seconds East, with the West line of said 99 1/2 acres tract and a East line of said 65.133 acres tract, passing the Northeast corner of said 65.133 acres tract and the most Southerly Southeast corner of a called 42.822 acres tract of land described in Deed to John Doyle Noles as recorded in Volume 2299, Page 89, said Real Property Records, and continuing along said course for a total distance of 978.26 feet to a 10 inch wood fence corner post found for the most Southerly Northwest corner of said 99 1/2 acres tract and an interior corner of said 42.822 acres tract;

THENCE North 89 degrees 01 minutes 33 seconds East, with a North line of said 99 1/2 acres tract and a South line of said 42.822 acres tract, a distance of 470.85 feet to a 4 inch steel fence corner post found for an interior corner of said 99 1/2 acres tract and the most Northerly Southeast corner of said 42.822 acres tract;

THENCE North 00 degrees 28 minutes 00 seconds West, with the West line of said 99 1/2 acres tract and the East line of said 42.822 acres tract, a distance of 720.06 feet to a 1/2 inch iron rod found for the Northeast corner of said 42.822 acres tract and the Southeast corner of a called 23.818 acres tract of land described in Deed to Tommy Wilson Noles as recorded in Volume 2299, Page 82, said Real Property Records;

THENCE North 00 degrees 32 minutes 18 seconds West, with the West line of said 99 1/2 acres tract and the East line of said 23.818 acres tract, a distance of 486.36 feet to a 1/2 inch iron rod found for the Northeast corner of said 23.818 acres tract and the Southeast corner of said 129.978 acres tract;

THENCE North 00 degrees 32 minutes 33 seconds West, with the West line of said 99 1/2 acres tract and the East line of said 129.978 acres tract, a distance of 2,725.96 feet to the POINT OF BEGINNING and containing, within the metes and bounds herein recited, 189.695 acres of land, more or less.

TRACT 3:

BEING a tract of land situated in the L. Rue Survey, Abstract No. 1110, and P. Rue Survey, Abstract No. 1555, Town of Prosper, Denton County, Texas, being part of a tract conveyed to VP WINDSONG INVESTMENTS LLC, by deed recorded in Document No. 2018-142926 of the Official Public Records, Denton County, Texas (OPRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the west line of a tract conveyed to Prosper Oaks LP, according to the deed recorded in Document Number 2021-187834 OPRDCT at the southeast corner of another tract conveyed to Prosper Oaks LP according to the deed recorded in Document Number 2021-120739 OPRDCT;

THENCE S 00°10'32" W, 84.43 feet along the west line thereof from which a 1/2 iron rod found at the southwest corner thereof bears S 00°10'32" W, 40.89 feet;

THENCE through said VP WINDSONG INVESTMENTS LLC tract and along the approximate 100-year flood line the following:

S 41°38'35" W, 25.32 feet; S 62°23'05" W, 74.71 feet; S 63°16'45" W, 46.88 feet;

S 60°27'45" W, 36.25 feet; S 59°53'36" W, 29.79 feet; S 56°31'38" W, 28.94 feet;

S 53°35'52" W, 60.89 feet; S 50°17'17" W, 31.83 feet; S 46°18'44" W, 31.30 feet;

S 44°23'42" W, 33.07 feet; S 40°37'21" W, 32.29 feet; S 78°39'41" W, 42.01 feet;

N 68°40'25" W, 41.63 feet; S 71°30'37" W, 47.59 feet; S 39°09'08" W, 42.46 feet;

S 21°43'06" W, 42.39 feet; S 27°17'06" W, 36.07 feet; S 35°37'35" W, 35.68 feet;

S 32°14'45" W, 37.49 feet; S 25°12'34" W, 85.30 feet; S 46°44'58" W, 42.18 feet;

S 71°49'34" W, 42.89 feet; S 87°47'30" W, 47.42 feet; N 78°42'49" W, 45.72 feet;

N 57°26'29" W, 44.71 feet; N 47°21'25" W, 45.17 feet; N 41°16'16" W, 44.92 feet;

N 79°16'06" W, 46.36 feet; S 61°42'33" W, 42.39 feet; S 00°00'00" E, 45.45 feet;

S 21°42'25" E, 44.11 feet; S 33°01'59" E, 45.17 feet; S 46°40'14" E, 44.26 feet;

S 31°27'25" E, 38.89 feet; S 13°16'01" W, 44.03 feet; S 26°26'57" W, 49.23 feet;

S 24°35'01" W, 57.69 feet; S 32°19'20" W, 44.83 feet; S 45°22'19" W, 49.31 feet;

S 15°05'05" W, 44.34 feet; S 12°20'28" W, 47.05 feet; S 51°32'13" E, 47.72 feet;

S 55°21'56" E, 46.41 feet; S 49°57'16" E, 45.99 feet; S 55°15'58" E, 45.45 feet;

S 49°03'19" E, 25.79 feet; S 23°24'18" E, 45.63 feet; S 10°19'41" W, 47.19 feet;

S 25°15'46" W, 48.85 feet; S 21°39'53" W, 44.51 feet; S 28°24'27" W, 26.50 feet;

S 55°15'28" W, 49.81 feet; S 75°22'42" W, 44.43 feet; S 69°07'57" W, 44.61 feet;

S 49°24'01" W, 41.71 feet; S 06°59'05" E, 46.31 feet; S 35°51'45" E, 46.30 feet;

S 32°06'53" E, 49.72 feet; S 14°50'58" E, 44.18 feet; S 28°25'20" W, 42.52 feet;

S 67°49'43" W, 46.70 feet; S 79°32'39" W, 40.33 feet; S 81°37'04" W, 49.99 feet;

S 78°01'30" W, 36.45 feet;

S 05°35'13" E, 47.57 feet to a point in the southern north line of said Prosper Oaks LP tract from which a capped iron rod found bears N 85°47'35" E, 194.02 feet;

S 85°47'35" W, 34.75 feet to a wood fence post found at an ell corner of said Prosper Oaks LP tract;

THENCE N 02°06'10" E, 1767.38 feet along the east line thereof;

THENCE S 88°23'11" E, 1111.78 feet along the south line thereof to the POINT OF BEGINNING with the subject tract containing 743,582 square feet or 17.070 acres of land.

EXHIBIT A-2

Owner B Property Description

BEING a tract of land situated in the H. RUE SURVEY, ABSTRACT NO. 1111, in Denton County, Texas, being part of that same tract of land conveyed to Sammie Jean Carey and John C. Carey by deed recorded in Volume 2336, Page 541 of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8 inch iron rod found for corner at the most Westerly Northwest corner of said Carey tract, said point being the Southwest corner of a tract of land conveyed to Mike A. Myers Investment Holdings, L.P. by deed recorded in Instrument No. 2005-33382 of the Deed Records of Denton County, Texas;

THENCE South 89 degrees 11 minutes 35 seconds East, along the South line of said Mike A. Myers Investment Holding, L.P. tract, a distance of 1163.26 feet to a PK nail found, said point being the Southeast corner of said Mike A. Myers Investment Holdings, L.P. tract;

THENCE South 89 degrees 11 minutes 35 seconds East, a distance of 560.18 feet to a PK nail set in Parvin Road, in asphalt for corner, said point being the Point of Beginning and the Northwest corner of herein described tract;

THENCE South 89 degrees 11 minutes 35 seconds East, along said Parvin Road, a distance of 180.70 feet to a 1/2 inch iron rod set for angle point with a yellow cap stamped (DC&A INC);

THENCE South 56 degrees 24 minutes 19 seconds East, a distance of 142.09 feet to a PK nail set in asphalt for corner, said point being the Northeast corner of herein described tract;

THENCE South 00 degrees 41 minutes 42 seconds West, departing said Parvin Road, a distance of 711.49 feet to a 1/2 inch iron rod set for corner with a yellow cap stamped (DC&A INC), said point being the Southeast corner of herein described tract;

THENCE North 89 degrees 18 minutes 18 seconds West, a distance of 300.00 feet to a 1/2 inch iron rod set for corner with a yellow cap stamped (DC&A INC), said point being the Southwest corner of herein described tract;

THENCE North 00 degrees 41 minutes 42 seconds East, a distance of 789.02 feet to the POINT OF BEGINNING and containing 232,027.22 square feet or 5.3266 acres of land.

EXHIBIT A-3

Owner C Property Description

Being a tract of land situated in the H. Rue Survey, Abstract No. 1111, in Denton County, Texas, being part of that same tract of land conveyed to Sammie Jean Carey and John C. Carey by deed recorded in Volume 2336, Page 541 of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a 3/8 inch iron rod found for corner at the most westerly Northwest corner of said Carey tract, said point being the Southwest corner of a tract of land conveyed to Amanda S. Myers Irrevocable Asset Trust, by deed recorded in Instrument No. 201100125051 of the Deed Records of Denton County, Texas;

Thence South 89 Degrees 11 Minutes 35 Seconds East, along the South line of said Myers tract, a distance of 1,163.26 feet to a PK nail found, said point being the Southeast corner of said Myers;

Thence South 89 Degrees 11 Minutes 35 Seconds East, a distance of 284.84 feet to a P/K nail set in Parvin Road (public right—of—way), in asphalt for corner, said point being the point of beginning;

Thence South 89 Degrees 11 Minutes 35 Seconds East, along said Parvin Road, a distance of 275.96 feet to a P/K nail set for corner;

Thence South 00 degrees 41 minutes 42 seconds West, a distance of 789.02 feet to a 1/2 inch iron rod set for corner;

Thence North 89 degrees 18 minutes 18 seconds West, a distance of 275.96 feet to a 1/2 inch iron rod set for corner;

Thence North 00 degrees 41 minutes 42 seconds East, a distance of 789.56 feet to the point of beginning containing 217,815 square feet or 5.00 acres of land.

EXHIBIT B

Building Materials and Architectural Regulations

1. Dwelling units shall be in general conformance with one of the home styles shown in the renderings included with *Attachment 1*, with regard to design. Materials shall be governed by Section 2 below. Otherwise stated, building materials are not required to match what is shown on *Attachment 1*; rather, building material(s), including without limitation color palettes or types of materials may consist of any of the materials allowed in Section 2 herein, subject to the requirements in that section. The property owner or developer shall submit building elevations with the application for a building permit. The Town will approve the building elevations if they substantially conform to the requirements of this Section 1 and Section 2 below. The architectural styles depicted on *Attachment 1* are an example of the different styles that homes must be in general conformance with (e.g., each separate home will be in general conformance with one of the styles shown). Building elevations are not required to exactly match or be the same color palette as what is shown on *Attachment 1* so long as they are in general conformance with one of the styles on *Attachment 1*. The applicant may submit alternate/different elevations that do not comply with the requirements of this **Exhibit B** (e.g., are a different style/design than *Attachment 1* or deviate from Section 2) and such alternate elevations may be approved by the Town's Development Services Director or his/her designee ("Development Services Director"), except that any elevations that differ by more than ten percent (10%) from the percentages required pursuant to Section 2 herein will require review by the Planning & Zoning Commission and approval by the Town Council.

2. The exterior facades of a main building or structure, excluding windows, doors and area above the roof line shall comply with the following requirements:

i. The exterior facades shall be constructed of 100 percent (100%) masonry, unless otherwise specified herein.

ii. Cementitious fiber board is considered masonry, but may only constitute:

1. <u>For the front façade of any home</u>: Up to fifty percent (50%) of stories other than the first story on the front façade of a residential home[1], except for the modern farmhouse style as noted below. Cementitious fiber board may be used as a façade cladding material for portions of upper stories on the front façade of a home that are in the same vertical plane as the first story so long as the home generally complies with one of the architectural styles included with *Attachment 1*; and

[1] For clarification, up to 100 percent (100%) of the first story on the front façade of any residential home may be cementitious fiberboard.

2. For the side and rear facades of any home: Up to twenty percent (20%) of all stories on the side and rear facades of a residential home (e.g., eaves, soffits, and rear gables above the first floor).

iii. Unless an alternate material is approved by the Development Services Director, any portion of an upper story, excluding windows, architectural features or area above the roof line, that faces Parvin Road or Frontier Parkway shall be 100 percent (100%) masonry and shall not be comprised of cementitious fiber board except for eaves, soffits, and rear gables (which may be comprised of cementitious fiber board).

iv. Unless an alternate material is approved by the Development Services Director, any portion of an upper story, excluding windows, architectural features or area above the roof line, that faces and fronts on public or private open space, public or private parks, or the Hike and Bike Trail, shall be 100 percent masonry and may be comprised of cementitious fiber board subject to the limitations in Section 2(ii) above.

v. Unless an alternate material is approved by the Development Services Director, the exterior cladding of chimneys shall be brick, natural or manufactured stone, or three coat stucco.

vi. Notwithstanding any limitation above, for modern farmhouse style homes, cementitious fiber board is considered masonry, and may constitute up to eighty percent (80%) of stories other than the first story on the front façade of a residential home. The modern farmhouse style is shown in the renderings included with *Attachment 1*.

vii. Notwithstanding any limitation above, cementitious fiber board may be used for architectural features, including window box-outs, gables, bay windows, roof dormers, garage door headers, columns, exposed sidewalls/gable ends above lower roofs, exposed rafter tails, or other architectural features approved by the Development Services Director.

viii. Masonry Construction means clay fired brick, natural and manufactured stone, granite, marble, three-coat stucco, and cementitious fiber board (subject to the limitations in this section) as exterior construction materials for all residential structures. Three-coat stucco means stucco applied using a three-step process over diamond metal lath mesh to a minimum of seven-eighths of an inch thickness or by other process producing comparable cement stucco finish with equal or greater strength and durability specifications.

ix. An applicant may appeal any denial by the Development Services Director to a request for approval of an alternate material (as noted above) to the Town's Planning & Zoning Commission and may appeal the Planning & Zoning Commission's decision to the Town Council.

x. The primary massing of the roof on the main residential building shall have a minimum slope of 6:12. Accessory roof structures (including, but not limited to garages) and architectural features shall have a minimum slope of 1.25:12.

xi. Roof material shall be standing seam copper, metal roof or standing seam metal, natural slate shingles, imitation slate shingles, cementitious tile, or composition 30-year laminated shingles or other approved roof materials. "Other approved roof materials" mean roof materials other than listed herein that are approved by the Development Services Director. By way of clarification, roofing or roof materials are not required to match what is shown on *Attachment 1* hereto; rather, roof material may consist of any of the materials listed in this subsection.

3. The requirements in this **Exhibit B** shall apply in lieu of any exterior construction, building materials or design requirements in the Town's Zoning Ordinance and shall be the exclusive exterior construction, building materials, and design requirements that apply to the development of the Property.

Attachment 1 to Exhibit B

Architectural Styles

(see attached)



TUDOR



TRANSITIONAL



HIGH PLAINS



MODERN FARMHOUSE



CLASSIC



CHATEAU



MEDITERRANEAN



HILL COUNTRY



SPANISH



TRADITIONAL

EXHIBIT C

By way of clarification, the below building materials and aesthetic method requirements do not apply to the development of the Property per Chapter 3000. The requirements on **Exhibit B** to the Agreement are the only building material and aesthetic method requirements that apply to development of the Property.

A. Chapter 4, Section 9.8 (Exterior construction of residential buildings); Chapter 4, Section 9.14 (Alternating single family plan elevations); and Chapter 4, Section 7.6(A)-(C) (Detached garage and accessory building construction) of the Zoning Ordinance of the Town of Prosper, as amended, do not apply to development of the Property pursuant to Chapter 3000.

TOWN OF PROSPER
A Place Where Everyone Matters

DEVELOPMENT SERVICES DEPARTMENT
250 W. First Street
Prosper, TX 75078
Phone: 972-346-3502

REPLY FORM

SUBJECT:

Zoning Case ZONE-24-0022: The Town of Prosper has received a request for a Planned Development for Single-Family Residences and Age-Restricted Single-Family Residences, on 373.5± acres. The property is currently zoned Agricultural.

LOCATION OF SUBJECT PROPERTY:

The property is located on the south side of Parvin Road and 2,070± feet east of FM 1385.

☐ I **OPPOSE** the request as described in the notice. If in opposition, please provide a reason for opposition.
☒ I **DO NOT OPPOSE** the request as described in the notice.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

Sammie Carey
Name (please print)

Sammie Carey
Signature

401 Navajo Trail
Address

6-12-25
Date

Lake Kiowa, TX 76240
City, State, and Zip Code

SammieJcarey@gmail.com
E-mail Address

972-658-1069
Phone Number

TOWN OF PROSPER
A Place Where Everyone Matters

DEVELOPMENT SERVICES DEPARTMENT
250 W. First Street
Prosper, TX 75078
Phone: 972-346-3502

REPLY FORM

SUBJECT:

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☐ I **OPPOSE** the request as described in the notice. If in opposition, please provide a reason for opposition.
☒ I **DO NOT OPPOSE** the request as described in the notice.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

We fully support the planned development.

Mark & Cathi Carey
Name (please print)

Cathi Carey
Mark Carey
Signature

P.O. Box 433
Address

6-13-2025
Date

Prosper, Texas 75078
City, State, and Zip Code

mccarey2020@gmail.com
E-mail Address

(214) 535-9452
Phone Number

September 2, 2025

RE: Planned Development for Prosper Oaks (ZONE-24-0022)

The Honorable Mayor and Members of the City Council
Town of Prosper
250 W. First Street
Prosper, TX 75078

Dear Mayor and Council Members,

I'm writing to share my support for the new community being proposed here in Prosper. I believe this development would be a great addition to our town, not only improving quality of life but also fitting well with the type of growth that has made Prosper such a special place to live.

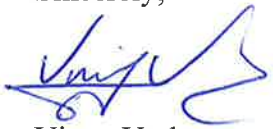
As a Prosper resident, I see how important it is to create neighborhoods that are both beautiful and practical, where families can put down roots for the long term. This project does that by offering housing options that make sense for current residents while also welcoming new families who want to be part of Prosper's future.

On a personal note, my parents are planning to move down from Huntingdon Valley, Pennsylvania. If this community were already in place, it would have been the perfect spot for them to call home—likely their last one. They have fallen in love with Prosper's welcoming feel, the convenience of shopping and grocery nearby, and the strength of the neighborhoods here. A community like this would be exactly what they are looking for but finding a home within Prosper with Denton schools was a priority as it allowed for a more affordable home that fit their budget. In searching for homes that fit their criteria, we found homes in Prosper, with Prosper ISD, commanded a much higher price , often up to and over $100,000 which did not make sense, since they no longer have children in school and the school district was not an important criteria in their home search.

I respectfully ask that you consider approving this community at the City Council meeting on **September 16, 2025**. I truly believe it will add to the character of Prosper and give more families the chance to enjoy what makes this town so great.

Thank you for your time and for all that you do for our community.

Sincerely,



Vincy Varkey
2301 Richmond Park Lane
Prosper, TX 75078

Planned Development
Prosper Oaks
(ZONE-24-0022)

Agenda Item

Conduct a Public Hearing and consider and act upon a request to rezone 373.5± acres from Agricultural to a Planned Development allowing for both Single-Family and Age-Restricted Single-Family Residences, located on the south side of Parvin Road and 2,070± feet east of FM 1385. (ZONE-24-0022)

Background

Previous Meetings:

- Tabled at Town Council meeting on August 26
- Tabled at Town Council meeting on September 16

Updated Proposal

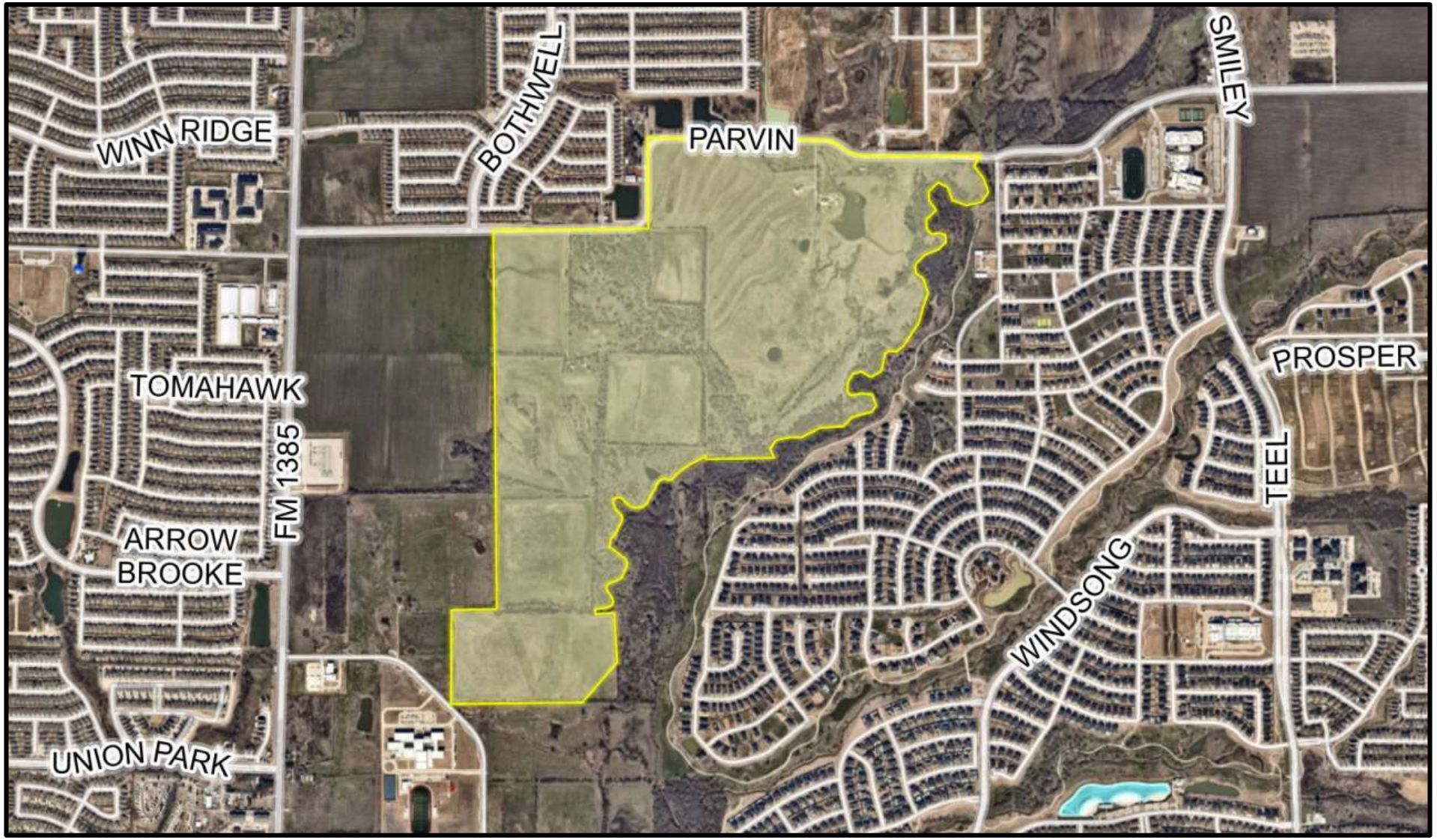
Modifications:

- Reduction of maximum number of dwelling units in both tracts from 800 to 775.
- Reduction of the maximum number of dwelling units in the western tract from 525 to 500.
- Reduction of the maximum number of Type E Lots from 200 to 175.
- Increase in the minimum width for Type E Lots from 55 feet to 60 feet.
- Removal of the Craftsman style home from the proposed elevations.

Proposal

Purpose:

- Construct a maximum of 775 single-family homes on 373.5 acres (359.2 Net Acres).
  - Eastern Tract – Max. of 275 Single-Family Homes (181.8 Acres – 172.7 Net Acres)
  - Western Tract – Max. of 500 Age-Restricted Single-Family Homes (191.7 Acres – 186.5 Net Acres)


WINN RIDGE
BOTHWELL
PARVIN
SMILEY
PROSPER
TOMAHAWK
FM 1385
TEEL
ARROW BROOKE
WINDSONG
UNION PARK

Future Land Use Plan

Medium Density Residential:

- Recommends single-family detached dwelling units on lots ranging from 12,500 square feet to 20,000 square feet.
- Neighborhoods may have a variation of lot sizes provided that the density is within 1.6 to 2.5 dwellings units per acre.

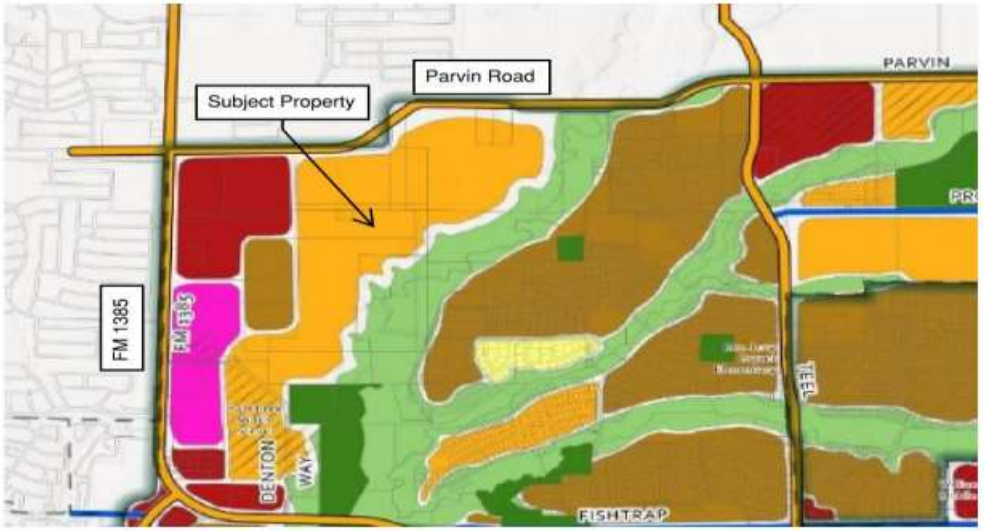
Both Tracts:

- Lot sizes ranging from 7,500 square feet to 20,000 square feet with an overall density of 2.2 units per acre.

** The request for an amendment to the Future Land Use Plan for the western tract was withdrawn as the proposal is now compliant with the designation of Medium Density Residential due to the density calculation being for the entire development instead of for two separate tracts. **

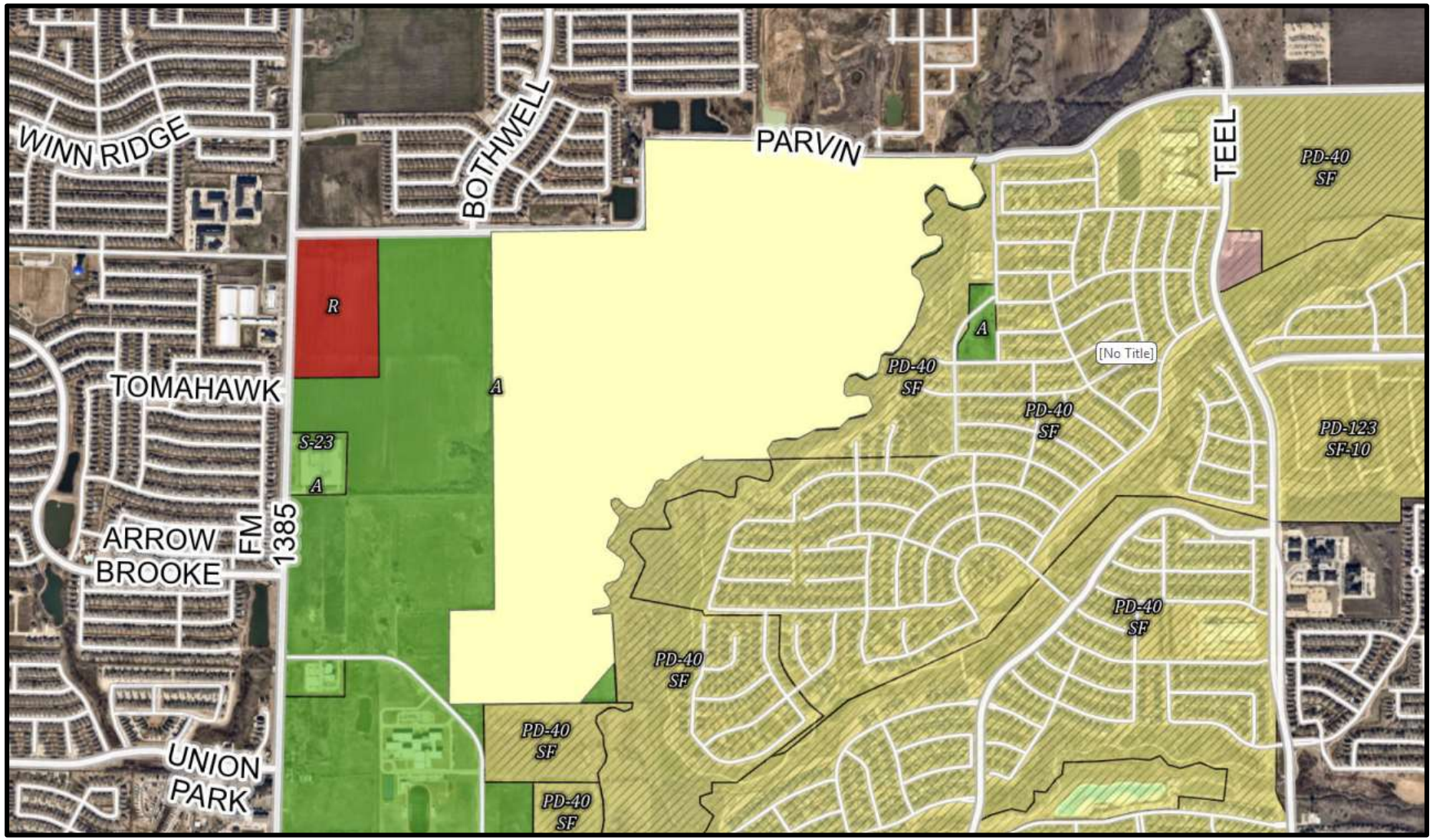
Future Land Use Exhibit

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Retail & Neighborhood Services
- Business Park
- Old Town District
- Town Center
- Dallas North Tollway, Dedicated Truck Route
- 6 Lane Divided
- 4 Lane Divided
- Commercial Collector
- 3 Lane Undivided Couplet
- Access Roads
- Old Town Roads
- Dallas North Tollway District
- US Highway 380 District
- Parks
- Floodplain
- School District Properties
- Town Limits
- ETJ



Zoning

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Agricultural	Vacant	Medium Density Residential
North	City of Celina	Single-Family Residential	N/A
East	Planned Development-40 (Single-Family)	Single-Family Residential (Windsong Ranch)	High Density Residential
South	Planned Development-40 (Single-Family)	Vacant	Parks
West	Agricultural	Vacant	High Density Residential and Retail & Neighborhood Services


WINN RIDGE
BOTHWELL
PARVIN
TEEL
TOMAHAWK
ARROW BROOKE
FM 1385
UNION PARK
R
A
S-23
A
A
[No Title]
PD-40 SF
PD-40 SF
PD-40 SF
PD-40 SF
PD-40 SF
PD-40 SF
PD-40 SF
PD-123 SF-10

Single-Family Residential Section (Eastern Tract)

District Regulations

Base Zoning:

- Type A Lots developed to Single Family-12.5 District standards.
- Type B Lots developed to Single Family-10 District standards.

Lot Types:

- Type A Lots (12,500 SF; 80’ x 135’)
- Type B Lots (10,000 SF; **75’** x 125’)

Lot Count:

- Max. of 275 Lots (Min. of 100 Type A Lots & Min. of 10% to be 20,000 SF)

District Regulations Cont.

	Single Family-12.5 District Regulations (Zoning Ordinance)	Proposed District Regulations (Type A Lots)	Single Family-10 District Regulations (Zoning Ordinance)	Proposed District Regulations (Type B Lots)
Size of Yards	**Front:** 30’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’	**Front:** 30’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’	**Front:** 25’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’	**Front:** 25’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’
Size of Lots	**Minimum Lot Area:** 12,500 SF **Minimum Lot Width:** 80’ **Minimum Lot Depth:** 135’	**Minimum Lot Area:** 12,500 SF **Minimum Lot Width:** 80’ **Minimum Lot Depth:** 135’	**Minimum Lot Area:** 10,000 SF **Minimum Lot Width:** 80’ **Minimum Lot Depth:** 125’	**Minimum Lot Area:** 10,000 SF **Minimum Lot Width:** 75’ **Minimum Lot Depth:** 125’
Minimum Dwelling Area	**Dwelling Area:** 1,800 SF	**Dwelling Area:** 1,800 SF	**Dwelling Area:** 1,800 SF	**Dwelling Area:** 1,800 SF
Minimum Enclosed Parking (Garage) Area	**Garage Area:** 400 SF	**Garage Area:** 600 SF	**Garage Area:** 400 SF	**Garage Area:** 600 SF
Maximum Height	**Stories:** 2.5 Stories or 40’	**Stories:** 2.5 Stories or 40’	**Stories:** 2.5 Stories or 40’	**Stories:** 2.5 Stories or 40’
Maximum Lot Coverage	**Lot Coverage:** 45%	**Lot Coverage:** 45%	**Lot Coverage:** 45%	**Lot Coverage:** 45%

Permitted Uses

By Right:

- Accessory Building
- Antenna and/or Antenna Support Structure, Non-Commercial
- Child Care Center, Home
- Home Occupation
- Homebuilder Marketing Center
- Household Care Facility
- Model Home
- Municipal Uses Operated by the Town of Prosper
- Park or Playground
- Private Recreation Center

Permitted Uses Cont.

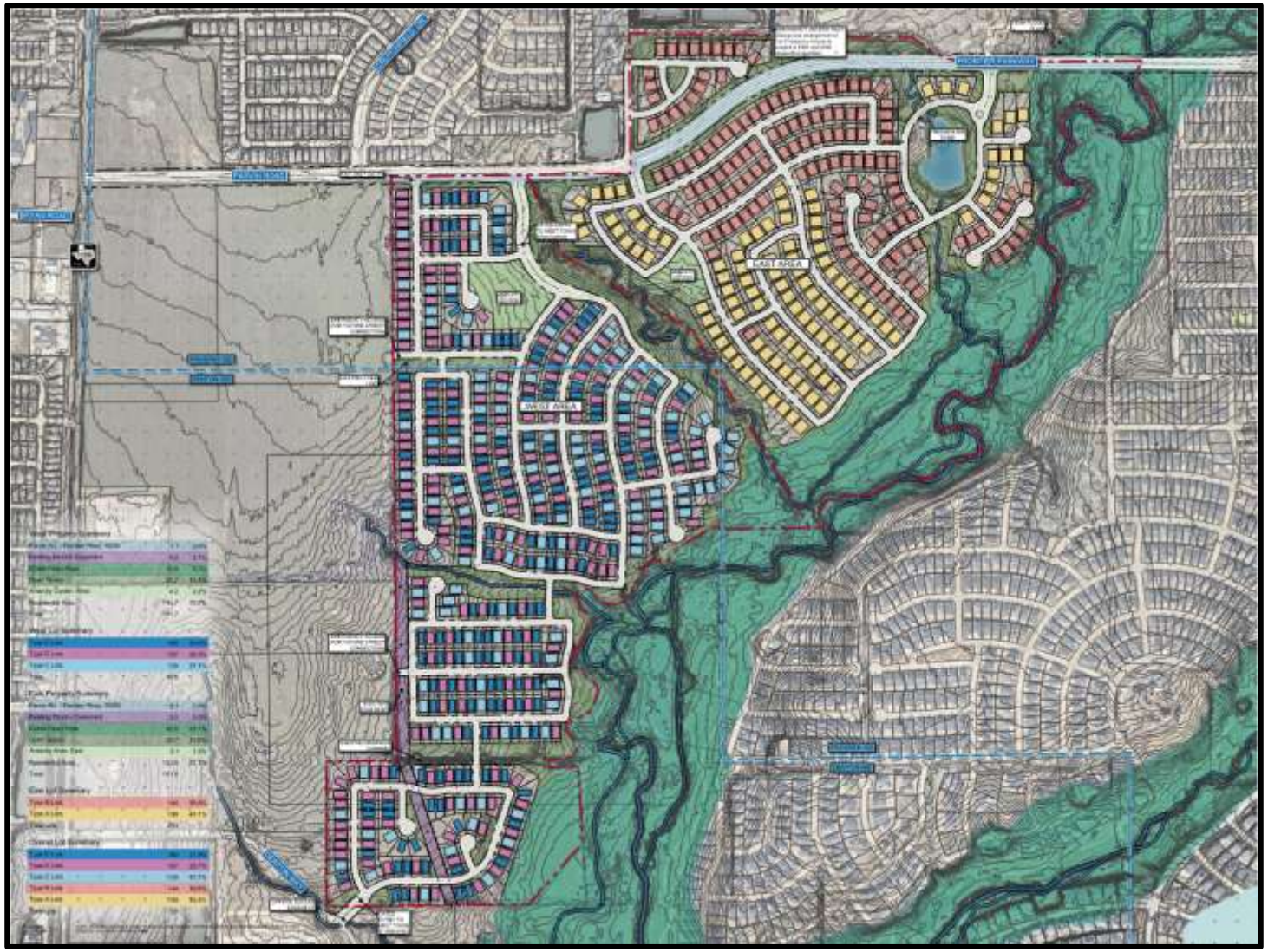
By Right:

- Private Street Development
- Private Utility, Other Than Listed
- School, Public
- Single-Family Dwelling, Detached
- Wireless Communications and Support Structures less than 15 Feet in Height
- Incidental Uses (Amenity Centers, Community Pools, Sports Courts, etc.)

Permitted Uses Cont.

By Specific Use Permit:

- Child Care Center, Licensed
- Utility Distribution Facility
- Wireless Communications and Support Structures greater than 15 Feet in Height


EAST AREA
WEST AREA

Open Space and Amenities

Open Space:

- Minimum of 30 Acres Required (Non-Contiguous)
    - Min. of 10,000 SF (Each Area)
    - Min. of 40’ in Width (Each Area)

Open Space and Amenities Cont.

Amenities:

- Resident Amenity Area
    - Completed prior to issuance of a Certificate of Occupancy for the 138th home (out of 275).
- Pocket Park w/ Playground
    - Completed at the end of the phase that it will be located in.
- Three Amenities (List in Next Slide)
    - Completed at the end of the phase that it will be located in.

Open Space and Amenities Cont.

Amenities:

- Potential Amenities (Min. of Three)
    - Event Lawn
    - Fire Pit
    - Fishing Pier
    - Game Lawn
    - Outdoor Grilling Station
    - Pavillion
    - Putting Green
    - Sports Court







Event Lawn









Fire Pit Amenity







Game Lawn









Pavilions









Putting Green









Sports Court

Age-Restricted Single-Family Residential Section (Western Tract)

District Regulations

Base Zoning:

- Type C, D, and E Lots developed to Single Family-10 District standards.

Lot Types:

- Type C Lots (10,000 SF; **75'** x 125')
- Type D Lots (8,800 SF; **65'** x 125')
- Type E Lots (7,500 SF; **60'** x 125')

Lot Count:

- Max. of 500 Lots (Min. of 100 Type C Lots & Max. of 175 Type E Lots)

District Regulations Cont.

	Single Family-10 District Regulations (Zoning Ordinance)	Proposed District Regulations (Type C Lots)	Proposed District Regulations (Type D Lots)	Proposed District Regulations (Type E Lots)
Size of Yards	**Front:** 25’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’	**Front:** 25’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’	**Front:** 25’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’	**Front:** 25’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’
Size of Lots	**Minimum Lot Area:** 10,000 SF **Minimum Lot Width:** 80’ **Minimum Lot Depth:** 125’	**Minimum Lot Area:** 10,000 SF **Minimum Lot Width:** 75’ **Minimum Lot Depth:** 125’	**Minimum Lot Area:** 8,800 SF **Minimum Lot Width:** 65’ **Minimum Lot Depth:** 125’	**Minimum Lot Area:** 7,500 SF **Minimum Lot Width:** 60’ **Minimum Lot Depth:** 125’
Minimum Dwelling Area	**Dwelling Area:** 1,800 SF	**Dwelling Area:** 2,000 SF	**Dwelling Area:** 1,800 SF	**Dwelling Area:** 1,550 SF
Minimum Enclosed Parking (Garage) Area	**Garage Area:** 400 SF	**Garage Area:** 400 SF	**Garage Area:** 400 SF	**Garage Area:** 400 SF
Maximum Height	**Stories:** 2.5 Stories or 40’	**Stories:** 2.5 Stories or 40’	**Stories:** 2.5 Stories or 40’	**Stories:** 2.5 Stories or 40’
Maximum Lot Coverage	**Lot Coverage:** 45%	**Lot Coverage:** 45%	**Lot Coverage:** 45%	**Lot Coverage:** 45%

Permitted Uses

By Right:

- Accessory Building
- Antenna and/or Antenna Support Structure, Non-Commercial
- Home Occupation
- Homebuilder Marketing Center
- Household Care Facility
- Model Home
- Municipal Uses Operated by the Town of Prosper
- Park or Playground
- Private Recreation Center
- Private Street Development

Permitted Uses Cont.

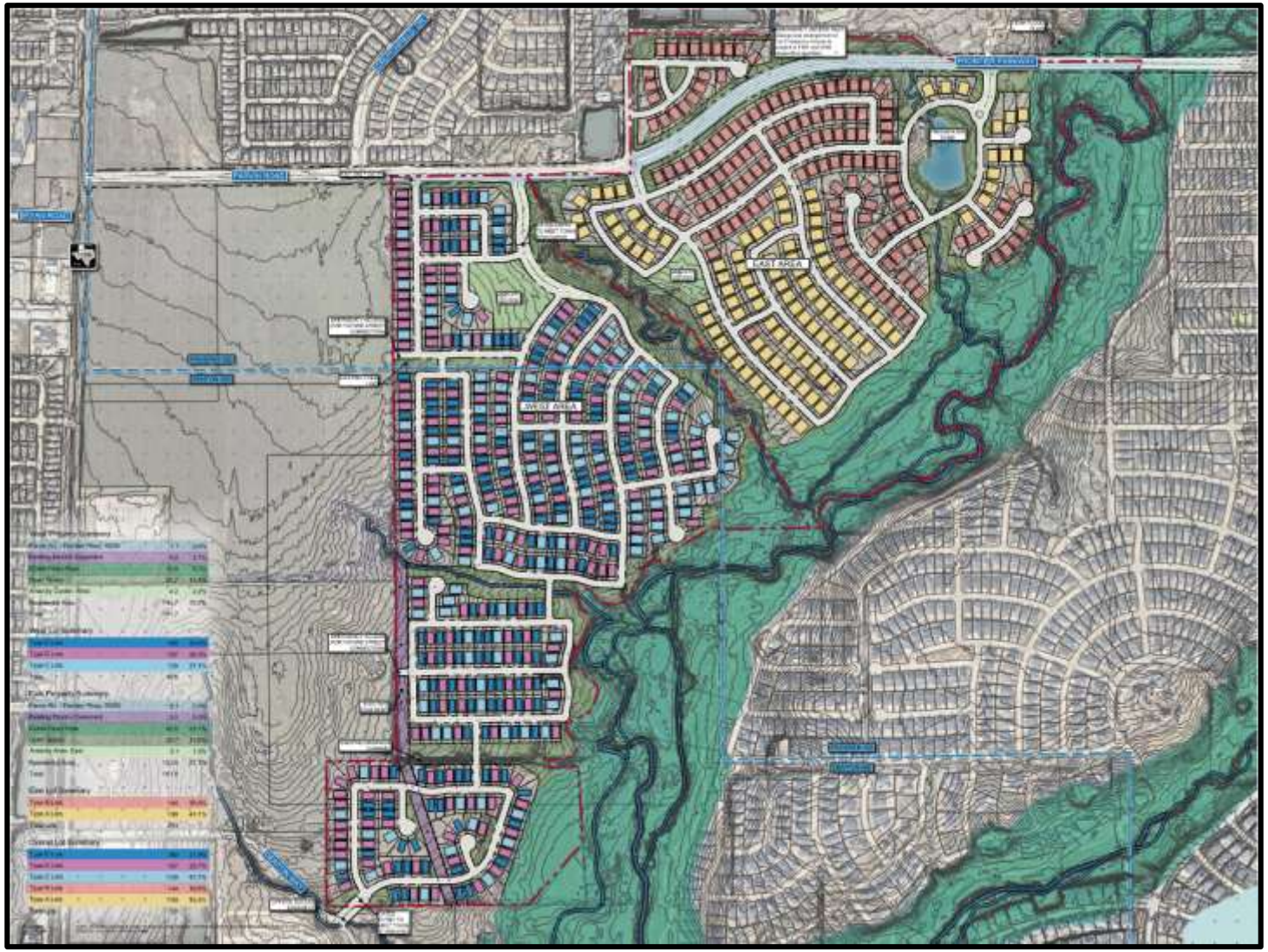
By Right:

- Private Utility, Other Than Listed
- Single-Family Dwelling, Detached (Active Adult Community)
- Wireless Communications and Support Structures less than 15 Feet in Height
- Incidental Uses (Amenity Centers, Community Pools, Food Trucks, etc.)

Permitted Uses Cont.

By Specific Use Permit:

- Utility Distribution Facility
- Wireless Communications and Support Structures greater than 15 Feet in Height


EAST AREA
WEST AREA


FRONT SETBACK
RIGHT OF WAY
CENTERLINE
A
A
25' SETBACK
50' ROW
25' SETBACK
5' FOR J-SWING
31' B-B
SECTION A-A

Open Space and Amenities

Open Space:

- Minimum of 20 Acres Required (Non-Contiguous)
    - Min. of 10,000 SF (Each Area)
    - Min. of 40’ in Width (Each Area)

Open Space and Amenities Cont.

Amenities:

- Amenity Center or Clubhouse
  - Completed prior to issuance of a Certificate of Occupancy for the 263rd home (out of 525).
- Swimming Pool w/ Shade Structure(s)
  - Completed at the end of the phase that it will be located in.
- Three Amenities (List in Next Slide)
  - Completed at the end of the phase that it will be located in.

Open Space and Amenities Cont.

Amenities:

- Potential Amenities (Min. of Three)
    - Bocce Ball Court
    - Event Lawn
    - Fire Pit
    - Game Lawn
    - Outdoor Spa
    - Pavillion w/ Outdoor Grilling Station
    - Putting Green
    - Shuffleboard Court or Table
    - Sports Court









Bocce







Event Lawn









Fire Pit Amenity









Food Truck Stations







Game Lawn









Outdoor Spa









Pavilions









Putting Green









Shuffleboard









Sports Court

Both Sections
(Eastern & Western Tracts)

Architectural Standards

Building Materials:

- Cementitious Fiber Board
- Clay Fired Brick
- Granite
- Marble
- Stone (Natural or Manufactured)
- Stucco (Three-Coat)

Architectural Standards Cont.

Building Design:

- The exterior façade of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred percent (100%) masonry.

- On front façades, cementitious fiber board may constitute up to fifty percent (50%) of the area for stories other than the first story. Additionally, cementitious fiber board may be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story.

- On side and rear façades, cementitious fiber board may constitute up to twenty percent (20%) of all stories.

Architectural Standards Cont.

Building Design:

- Any portion of an upper story, excluding windows, that faces public or private open space, public or private parks, or hike and bike trails, shall be one hundred percent (100%) masonry and may be comprised of cementitious fiber board.

- The exterior cladding of chimneys shall be brick, natural, or manufactured stone, or stucco.

- On Modern Farmhouse style homes (see Exhibit F), cementitious fiber board may constitute up to eighty percent (80%) of the area for stories other than the first story.

- Cementitious fiber board may be used for architectural features, including window box outs, bay windows, roof dormers, garage door headers, columns, exposed sidewalls/gable ends above lower roofs, exposed rafter tails, or other architectural features as approved by the Director of Developme Services.

Architectural Standards Cont.

Roofing:

- Materials
  - Roof material shall consist of standing seam copper, standing seam metal, natural slate shingles, imitation slate shingles, cementitious tile, or composition 30-year laminated shingles, or other materials as approved by the Director of Development Services.
- Pitch
  - Main residential structures shall have a minimum slope of six by twelve (6:12).
  - Accessory structures shall have a minimum slope of 1.25:12.

Architectural Standards Cont.

Entries and Driveways:

- Entries
  - All homes shall have a covered porch, stoop, or portico at the main front entry.
- Driveways
  - All driveways shall be broomed finished concrete, salt finished concrete, stained patterned concrete, or brick/stone pavers.



TUDOR



TRANSITIONAL



HIGH PLAINS



MODERN FARMHOUSE



CLASSIC



CHATEAU



MEDITERRANEAN



HILL COUNTRY



SPANISH



TRADITIONAL

Screening and Fencing

Adjacent to Thoroughfares:

- Min. of 50% ornamental metal for fencing adjacent to Parvin Road and Frontier Parkway.

Adjacent to Open Space:

- Decorative metal fencing adjacent to open space areas.

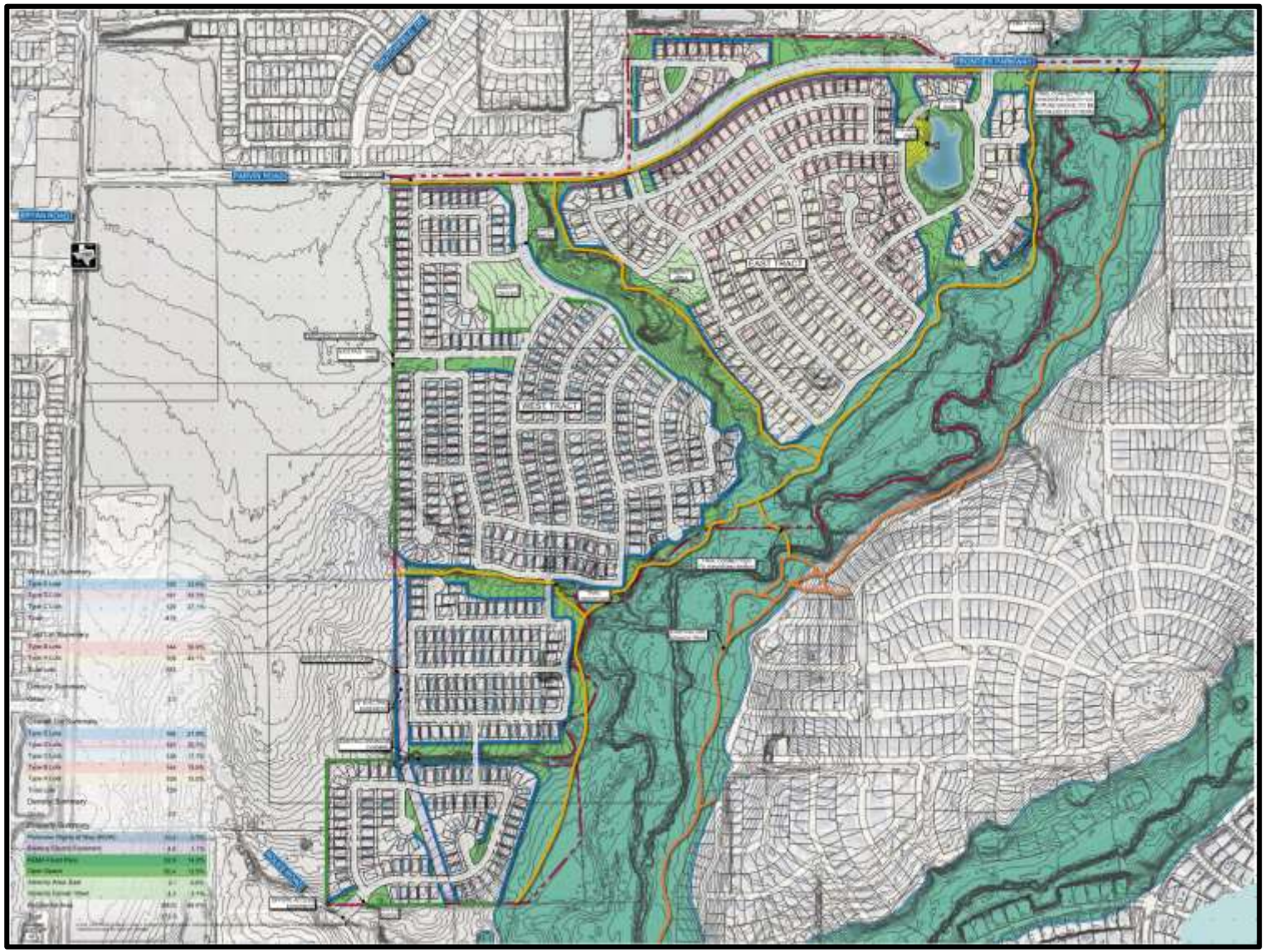
Adjacent to Single-Family:

- Board on board wooden fencing adjacent to single-family homes.

Pedestrian Connectivity

Hike & Bike Trails:

- Ten-foot hike and bike trails along Parvin Road, Frontier Parkway, and Doe Branch.
- Connection to existing hike and bike trails for Windsong Ranch.
- Trail enhancements such as butterfly gardens, overlooks, trail heads, trail way stations, etc. provided at the entrances of private community trails.


PARVIN ROAD
WEST TRACT
EAST TRACT









Nature Overlooks & Butterfly Gardens









Walking / Fitness Trails

Noticing

Notices:

- Friday, August 8th

Citizen Response:

- Three Letters of Support

Recommendation

Town Staff:

- Approval

Planning & Zoning Commission:

- Denial (4-0)
  - Density in Western Tract
  - Width of Type E Lots (55’)
  - Lack of Connectivity to Amenity Center in Western Tract

TOWN OF PROSPER
A Place Where Everyone Matters

PARKS AND RECREATION DEPARTMENT

To: **Mayor and Town Council**

From: **Dan Baker, Parks and Recreation Director**

Through: **Mario Canizares, Town Manager**
Robyn Battle – Executive Director

Re: **Raymond Community Park CMAR Change Order No. 4 and Professional Services Amendments**

Town Council Meeting – October 14, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure
4. Provide Excellent Municipal Services

Agenda Item:
Consider and act upon authorizing the Town Manager to execute Change Order No. 4 to Dean Construction, and Professional Services Agreement amendments for Dunaway Associates, LLC, and Peak Program Value, LLC, for Raymond Community Park, in the amount of $613,160.

Description of Agenda Item:
The proposed Change Order will provide new sod in areas previously earmarked for hydromulch grass and protect that sod from future disruption when an irrigation well and submersible pump are installed. The contract amendments are necessary for the design and "best value" procurement for that future irrigation well and submersible pump system and the associated improvements in Raymond Community Park. The total expenditures are detailed below:

1. Dean Construction (DCI) for additional sod in the amount of $353,129; irrigation system preparation for installation of a future well and submersible pump system in the amount of $81,752; and a contingency amount of $69,319 for a total increase to the Guaranteed Maximum Price (GMP) for Raymond Community Park in the amount of $504,200.

2. Professional Services Amendment #2 to Peak Program Value, LLC, (PPV) for the additional services required for the approved scope of Work added to the Raymond Community Park in the amount of $81,460.

3. Professional Services Amendments #4 and 5 to Dunaway Associates, LLC, (DWY) for the additional services required for the approved Scope of Work added to the Raymond Community Park in the amount of $27,500.

The CIP Subcommittee recommended moving forward with full sod in lieu of hydro mulch in the common areas included in this change order. Staff recommended including components for the proposed irrigation well to avoid disturbing the sod after installation. The Parks and Recreation

Board will be discussing this item at their October 9th meeting. Staff will be able to share their recommendations at the October 14 Town Council meeting.

Budget Impact:
These costs total $613,160 as itemized above.

The total Project Budget is $26,485,000. Funds for these requested approvals are available in account PK202122 – Raymond Community Park. The additional funding sources were approved by the Capital Improvement Projects Subcommittee.

See the Sources Table below for a summary of these sources and uses to date:

Raymond Community Park Sources vs. Uses Accounting	
Total Project Funding Sources per CIP on 15 JUL 2025	**26,485,000**
Current Uses Approved by the Town Council after CO #3	(23,973,797)
Total Unencumbered Sources After CO #03	**2,511,203**
Pending Uses Budget for DCI Change Order # 04	(504,200)
Pending Uses for Professional Fees (DWY + PPV)	(108,960)
Total Sources Budget After CO #4 + Fees	**1,898,044**

The past and projected future change orders are as follows:

Item	Approval Date	Scope	Cost
GMP #1	December 12, 2023	Site Work	$8,543,776
GMP #2	May 28, 2024	Baseball Complex, Multipurpose fields (no lights, hydromulch), 8 Pickleball Courts, Playground, Restroom, Parking	$9,363,174
Change Order #1	December 10, 2024	Trail (partially grant funded), Multipurpose Field Irrigation	$1,350,756
Change Order #2	January 14, 2025	Tennis Courts	$536,146
Change Order #3	July 22, 2025	Multipurpose Field Lighting ($950,000 funded by PASO)	$1,932,621
Change Oder #4 (Proposed)	September 23, 2025	Sod in lieu of hydromulch in common areas, irrigation work for future well	$504,200
Change Order #5 (Future)	TBD	Water Well and Submersible Pumps	$2,279,877
Design	March 21, 2022 - Present	Dunaway Associates, original contract through Amendment #5	$1,461,850
Project Management	February 27, 2024	Peak Program Value, original contract through Amendment #2	$287,600
Water to Establish Park		Required charge to project budget	$225,000
Estimated Total Project Cost			**$26,485,000**

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:

1. Change Order No. 4 for DCI
2. PSA Amendment # 2 for PPV
3. PSA Amendment #s 4 and 5 for DWY

Town Staff Recommendation:

Town Staff recommend that the Town Council authorize the Town Manager to execute Change Order No. 4 to Dean Construction, and Professional Services Agreement amendments for Dunaway Associates, LLC, and Peak Program Value, LLC, for Raymond Community Park, in the amount of $613,160.

Proposed Motion:

I move to authorize the Town Manager to execute Change Order No. 4 to Dean Construction, and Professional Services amendments for Dunaway Associates, LLC, and Peak Program Value, LLC, for Raymond Community Park, in the amount of $613,160.

CONTRACT AMENDMENT #5
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, LLC
FOR THE RAYMOND COMMUNITY PARK PHASE 1 PROJECT 2122-PK

This Contract Amendment for Professional Services, hereinafter called "Amendment," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and **Dunaway Associates, LLC**, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional engineering services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the Town previously engaged the services of the Consultant in connection with **Raymond Community Park Phase I Project 2122-PK** to be located at 201 Coit Road, hereinafter called "Project"; and

WHEREAS, the Parties previously entered into an professional services agreement regarding the Project on or about March 21, 2022, in the amount of one million, ninety-one thousand, six hundred dollars ($1,091,600), hereinafter called the "Original Agreement"; and

WHEREAS, the Parties previously amended the professional services agreement regarding the Project on or about September 26, 2023, to add scope of services and additional compensation in the amount of two hundred and sixty-one thousand, two hundred and fifty dollars ($261,250), hereinafter called the "Amendment #1";

WHEREAS, the Parties previously amended the professional services agreement regarding the Project on or about August 27, 2024, to add scope of services and additional compensation in the amount of sixty-one thousand dollars ($61,000), hereinafter called the "Amendment #2";

WHEREAS, the Parties previously amended the professional services agreement regarding the Project on or about January 06, 2025, to add scope of services and additional compensation in the amount of twenty-nine thousand, five hundred dollars ($29,500), hereinafter called the "Amendment #3";

WHEREAS, the Parties previously amended the professional services agreement regarding the Project on or about September 24, 2025, to add scope of services and additional compensation in the amount of eighteen thousand, five hundred dollars ($18,500), hereinafter called the "Amendment #4";

WHEREAS, the Parties now desire to amend the Original Agreement plus Amendment #1, Amendment #2, Amendment #3, and Amendment #4 to increase the scope of services and compensation provided to include irrigation connection to well water source.

For the mutual promises and benefits herein described, Town and Consultant agree to amend the Original Agreement as follows:

1. **Additional Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such additional services as are set forth and described in **Exhibit A1 – Scope of Services** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit A" are hereby amended to state "Exhibits A and A1."

2. **Additional Compensation of Consultant.** Town agrees to pay to Consultant for the satisfactory completion of all services included in this Amendment a total additional fee of nine thousand dollars ($9,000) for the

additional services as set forth and described in **Exhibit B1 – Compensation Schedule** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit B" are hereby amended to state "Exhibits B and B1."

3. **Revised Compensation for Consultant's Services.** Paragraph 4 of the Original Agreement plus Amendment #1, Amendment #2, Amendment 3, and Amendment 4 is hereby amended with the addition of this Amendment #5 to increase Consultant's total compensation by deleting one million, four hundred sixty-one thousand, eight hundred and fifty dollars ($1,461,850) and replacing it with one million, four hundred seventy thousand, eight hundred and fifty dollars ($1,470,850).

4. **Original Agreement.** All other provisions and terms of the Original Agreement shall remain in full force and effect and this Amendment to the Original Agreement shall in no way release, affect, or impair any other provision or responsibility contained in the Original Agreement.

IN WITNESS WHEREOF, the Parties, having read and understood this Amendment, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the _____ day of _____, 20____.

DUNAWAY ASSOCIATES, LLC

By: Philip Neeley
Signature

Philip Neeley
Printed Name

Senior Engagement Manager
Title

September 11, 2025
Date

TOWN OF PROSPER, TEXAS

By: _____
Signature

Mario Canizares
Printed Name

Town Manager
Title

_____
Date

EXHIBIT A1
SCOPE OF SERVICES

CONTRACT AMENDMENT #5
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, LLC
FOR THE FIRST & COIT COMMUNITY PARK (RAYMOND COMMUNITY PARK) PHASE 1 PROJECT 2122-PK

I. PROJECT DESCRIPTION

Coordination, Design, and plan development to include irrigation connection to well water source and electrical revisions.

II. TASK SUMMARY

Task 1 – Irrigation Connection to Well Water Source:
Coordination with CMAR and preparation of construction documents for well source irrigation connection.

Construction drawings to revise electrical and irrigation plans to include well source irrigation connections.

- Revised Irrigation Plans / Details
- Revised Electrical Plans / Schedules

III. DELIVERABLES

Task 1 – Irrigation Connection to Well Water Source:
Final construction documents for irrigation well source connection and electrical plans

EXHIBIT B1
COMPENSATION SCHEDULE

CONTRACT AMENDMENT #5
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, LLC
FOR THE FIRST & COIT COMMUNITY PARK (RAYMOND COMMUNITY PARK) PHASE 1 PROJECT 2122-PK

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	Month Year	
Task 1 – Irrigation Connection to Well Water Source	July 2025	$9,000
Total Compensation		**$9,000**

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 – Irrigation Connection to Well Water Source	$9,000
Total Basic Services:	**$9,000**

Special Services (Hourly Not-to-Exceed)	Amount
None	$0,000
Total Special Services:	**$0,000**

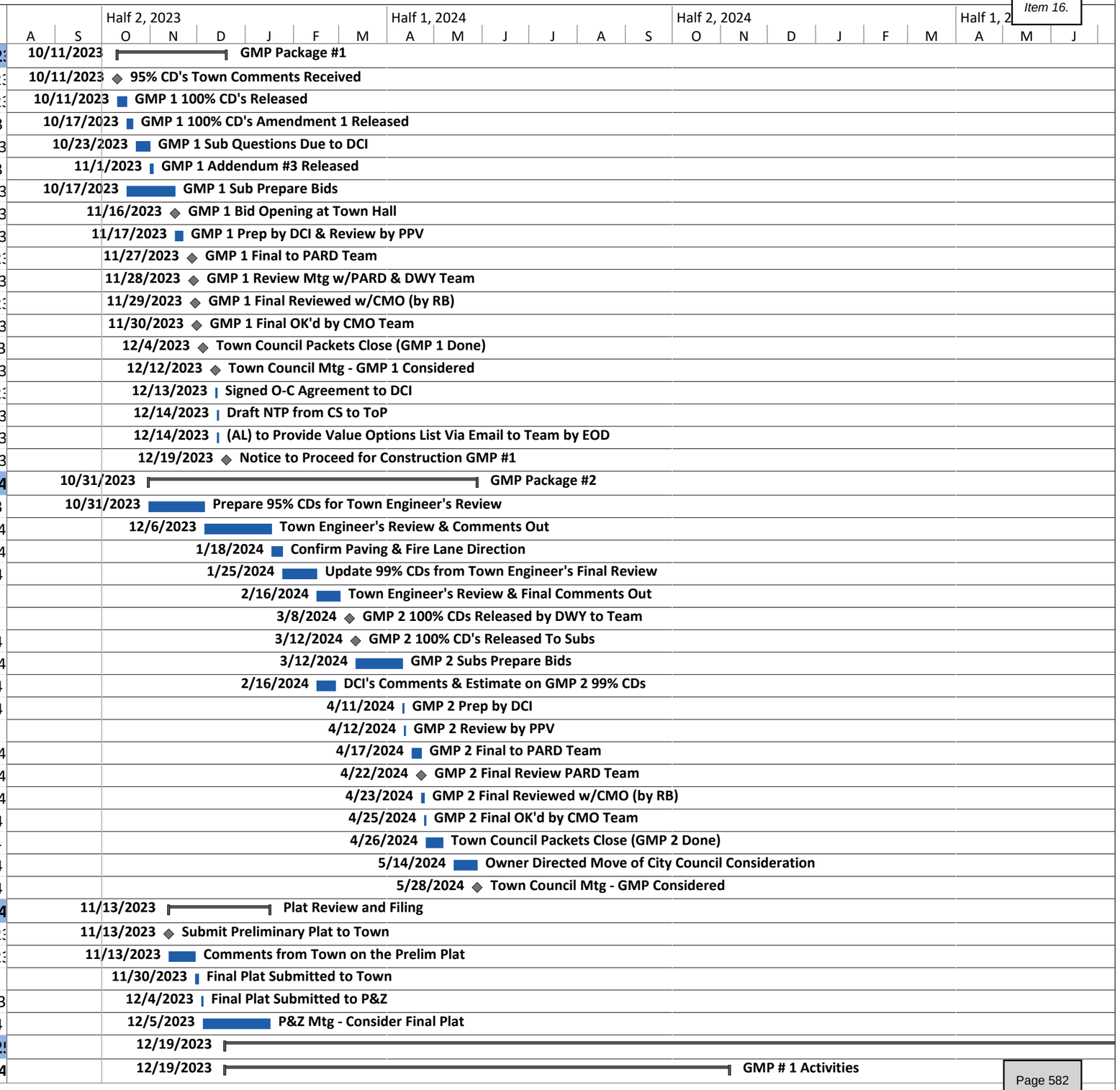
Direct Expenses	Amount
None	$0,000
Total Direct Expenses:	**$0,000**

Town of Prosper - Raymond Community Park - Master Project Schedule - GMP #s 1 and 2

Updated on 09 MAR 2024
Printed on Wed 9/27/25

Item 16.

ID	Description	Biz Days	Start	Finish
1	**GMP Package #1**	**48 days**	**Wed 10/11/2**	**Tue 12/19/2**
2	95% CD's Town Comments Received	0 days	Wed 10/11/2	Wed 10/11/2
3	GMP 1 100% CD's Released	4 days	Wed 10/11/2	Mon 10/16/2
4	GMP 1 100% CD's Amendment 1 Released	4 days	Tue 10/17/23	Fri 10/20/23
5	GMP 1 Sub Questions Due to DCI	7 days	Mon 10/23/2	Tue 10/31/23
6	GMP 1 Addendum #3 Released	2 days	Wed 11/1/23	Thu 11/2/23
7	GMP 1 Sub Prepare Bids	23 days	Tue 10/17/23	Thu 11/16/23
8	GMP 1 Bid Opening at Town Hall	0 days	Thu 11/16/23	Thu 11/16/23
9	GMP 1 Prep by DCI & Review by PPV	3 days	Fri 11/17/23	Tue 11/21/23
10	GMP 1 Final to PARD Team	0 days	Mon 11/27/2	Mon 11/27/2
11	GMP 1 Review Mtg w/PARD & DWY Team	0 days	Tue 11/28/23	Tue 11/28/23
12	GMP 1 Final Reviewed w/CMO (by RB)	0 days	Wed 11/29/2	Wed 11/29/2
13	GMP 1 Final OK'd by CMO Team	0 days	Thu 11/30/23	Thu 11/30/23
14	Town Council Packets Close (GMP 1 Done)	0 days	Mon 12/4/23	Mon 12/4/23
15	Town Council Mtg - GMP 1 Considered	0 days	Tue 12/12/23	Tue 12/12/23
16	Signed O-C Agreement to DCI	1 day	Wed 12/13/2	Wed 12/13/2
17	Draft NTP from CS to ToP	1 day	Thu 12/14/23	Thu 12/14/23
18	(AL) to Provide Value Options List Via Email to Team by E(	1 day	Thu 12/14/23	Thu 12/14/23
19	Notice to Proceed for Construction GMP #1	0 days	Tue 12/19/23	Tue 12/19/23
20	**GMP Package #2**	**147 days**	**Tue 10/31/2**	**Tue 5/28/24**
21	Prepare 95% CDs for Town Engineer's Review	24 days	Tue 10/31/23	Tue 12/5/23
22	Town Engineer's Review & Comments Out	30 days	Wed 12/6/23	Wed 1/17/24
23	Confirm Paving & Fire Lane Direction	5 days	Thu 1/18/24	Wed 1/24/24
24	Update 99% CDs from Town Engineer's Final Review	16 days	Thu 1/25/24	Thu 2/15/24
25	Town Engineer's Review & Final Comments Out	11 days	Fri 2/16/24	Fri 3/1/24
26	GMP 2 100% CDs Released by DWY to Team	0 days	Fri 3/8/24	Fri 3/8/24
27	GMP 2 100% CD's Released To Subs	0 days	Tue 3/12/24	Tue 3/12/24
28	GMP 2 Subs Prepare Bids	22 days	Tue 3/12/24	Wed 4/10/24
29	DCI's Comments & Estimate on GMP 2 99% CDs	8 days	Fri 2/16/24	Tue 2/27/24
30	GMP 2 Prep by DCI	1 day	Thu 4/11/24	Thu 4/11/24
31	GMP 2 Review by PPV	1 day	Fri 4/12/24	Fri 4/12/24
32	GMP 2 Final to PARD Team	4 days	Wed 4/17/24	Mon 4/22/24
33	GMP 2 Final Review PARD Team	0 days	Mon 4/22/24	Mon 4/22/24
34	GMP 2 Final Reviewed w/CMO (by RB)	2 days	Tue 4/23/24	Wed 4/24/24
35	GMP 2 Final OK'd by CMO Team	1 day	Thu 4/25/24	Thu 4/25/24
36	Town Council Packets Close (GMP 2 Done)	7 days	Fri 4/26/24	Mon 5/6/24
37	Owner Directed Move of City Council Consideration	10 days	Tue 5/14/24	Tue 5/28/24
38	Town Council Mtg - GMP Considered	0 days	Tue 5/28/24	Tue 5/28/24
39	**Plat Review and Filing**	**44 days**	**Mon 11/13/2**	**Tue 1/16/24**
40	Submit Preliminary Plat to Town	0 days	Mon 11/13/2	Mon 11/13/2
41	Comments from Town on the Prelim Plat	11 days	Mon 11/13/2	Wed 11/29/2
42	Final Plat Submitted to Town	2 days	Thu 11/30/23	Fri 12/1/23
43	Final Plat Submitted to P&Z	1 day	Mon 12/4/23	Mon 12/4/23
44	P&Z Mtg - Consider Final Plat	30 days	Tue 12/5/23	Tue 1/16/24
45	**Construction**	**517 days?**	**Tue 12/19/2**	**Tue 12/30/2**
46	**GMP # 1 Activities**	**228 days**	**Tue 12/19/23**	**Wed 11/6/24**

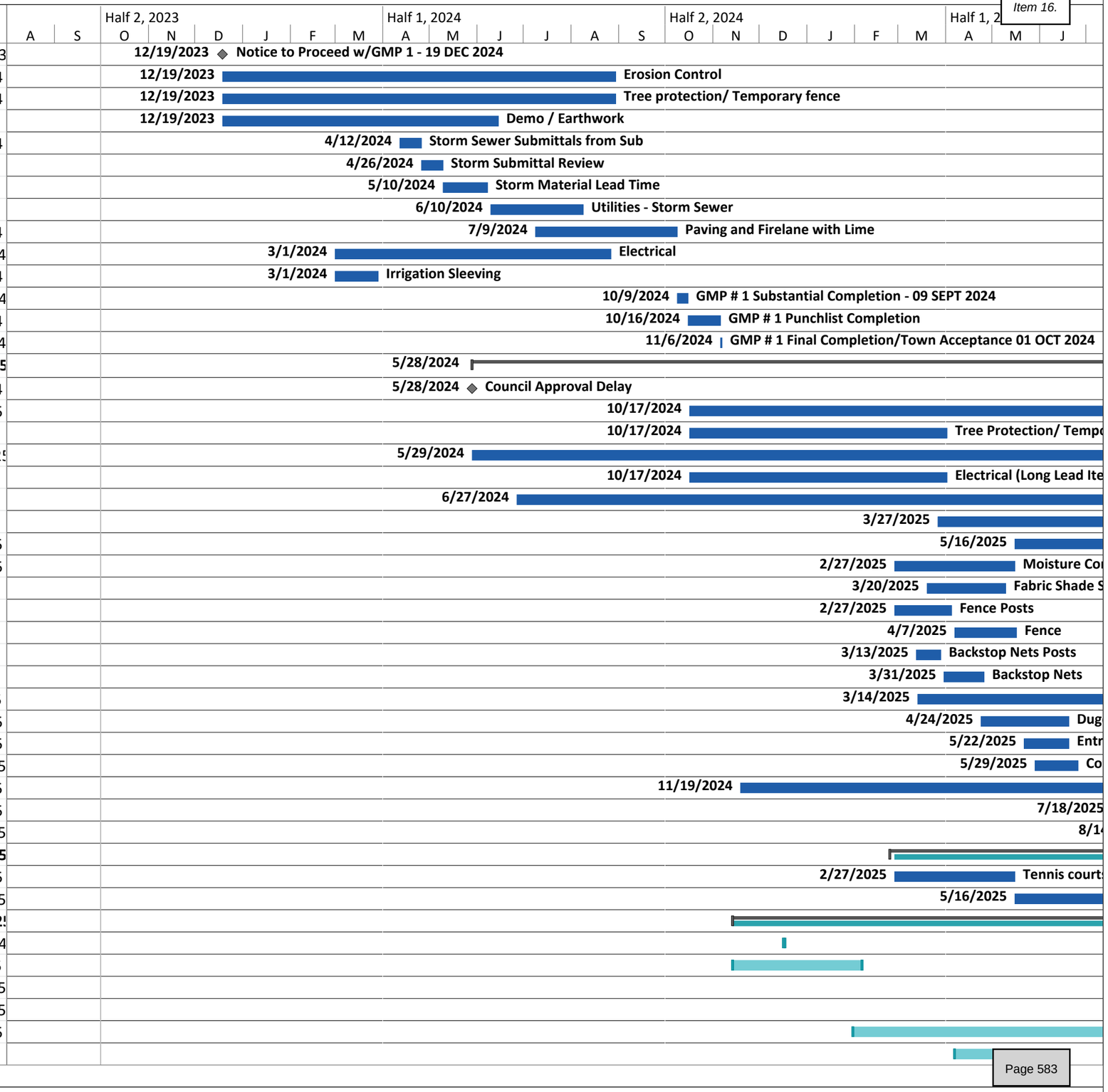


Town of Prosper - Raymond Community Park - Master Project Schedule - GMP #s 1 and 2

Updated on 09 MAR 2024
Printed on Wed 9/27/25

Item 16.

ID	Description	Biz Days	Start	Finish
47	Notice to Proceed w/GMP 1 - 19 DEC 2024	0 days	Tue 12/19/23	Tue 12/19/23
48	Erosion Control	180 days	Tue 12/19/23	Thu 8/29/24
49	Tree protection/ Temporary fence	180 days	Tue 12/19/23	Thu 8/29/24
50	Demo / Earthwork	127 days	Tue 12/19/23	Fri 6/14/24
51	Storm Sewer Submittals from Sub	10 days	Fri 4/12/24	Thu 4/25/24
52	Storm Submittal Review	10 days	Fri 4/26/24	Thu 5/9/24
53	Storm Material Lead Time	20 days	Fri 5/10/24	Fri 6/7/24
54	Utilities - Storm Sewer	43 days	Mon 6/10/24	Thu 8/8/24
55	Paving and Firelane with Lime	65 days	Tue 7/9/24	Tue 10/8/24
56	Electrical	125 days	Fri 3/1/24	Mon 8/26/24
57	Irrigation Sleeving	20 days	Fri 3/1/24	Thu 3/28/24
58	GMP # 1 Substantial Completion - 09 SEPT 2024	5 days	Wed 10/9/24	Tue 10/15/24
59	GMP # 1 Punchlist Completion	15 days	Wed 10/16/24	Tue 11/5/24
60	GMP # 1 Final Completion/Town Acceptance 01 OCT 2(	1 day	Wed 11/6/24	Wed 11/6/24
61	**GMP # 2 Activities**	**403 days?**	**Tue 5/28/24**	**Tue 12/30/25**
62	Council Approval Delay	0 days	Tue 5/28/24	Tue 5/28/24
63	Erosion Control	200 days	Thu 10/17/24	Thu 7/31/25
64	Tree Protection/ Temporary Fence	115 days	Thu 10/17/24	Tue 4/1/25
65	GMP #2 Construction Work	360 days	Wed 5/29/24	Mon 10/27/25
66	Electrical (Long Lead Items from GMP # 01)	115 days	Thu 10/17/24	Tue 4/1/25
67	Site Concrete	281 days	Thu 6/27/24	Tue 8/5/25
68	Limestone Block walls	80 days?	Thu 3/27/25	Fri 7/18/25
69	Pickleball Courts	120 days?	Fri 5/16/25	Tue 11/4/25
70	Moisture Conditioning @ Pickleball	56 days?	Thu 2/27/25	Thu 5/15/25
71	Fabric Shade Structure Foundations	37 days?	Thu 3/20/25	Fri 5/9/25
72	Fence Posts	27 days?	Thu 2/27/25	Fri 4/4/25
73	Fence	30 days	Mon 4/7/25	Fri 5/16/25
74	Backstop Nets Posts	12 days?	Thu 3/13/25	Fri 3/28/25
75	Backstop Nets	20 days	Mon 3/31/25	Fri 4/25/25
76	Bleacher Shade Structures	100 days?	Fri 3/14/25	Mon 8/4/25
77	Dugout Metal Roofs	40 days?	Thu 4/24/25	Thu 6/19/25
78	Entry Gateways	20 days?	Thu 5/22/25	Thu 6/19/25
79	Coit Road Monument Signs	20 days?	Thu 5/29/25	Wed 6/25/25
80	Restroom Concession Building	190 days	Tue 11/19/24	Tue 8/19/25
81	Aluminum Bleacher Seating	20 days	Fri 7/18/25	Thu 8/14/25
82	Parking Lot Striping	10 days?	Thu 8/14/25	Wed 8/27/25
83	**Tennis Courts add**	**180 days**	**Mon 2/24/25**	**Wed 11/5/25**
84	Tennis courts Moisture conditioning	56 days	Thu 2/27/25	Thu 5/15/25
85	Tennis courts	119 days	Fri 5/16/25	Mon 11/3/25
86	**Trail Expansion**	**241 days**	**Thu 11/14/24**	**Mon 10/27/25**
87	Notice to Proceed	1 day	Tue 12/17/24	Tue 12/17/24
88	Design Stage	56 days	Thu 11/14/24	Wed 2/5/25
89	Trail Construction	30 days	Thu 7/17/25	Wed 8/27/25
90	Low water crossings	30 days	Thu 7/17/25	Wed 8/27/25
91	Order Bridge	148 days	Fri 1/31/25	Thu 8/28/25
92	Install Piers	30 days	Mon 4/7/25	Fri 5/16/25

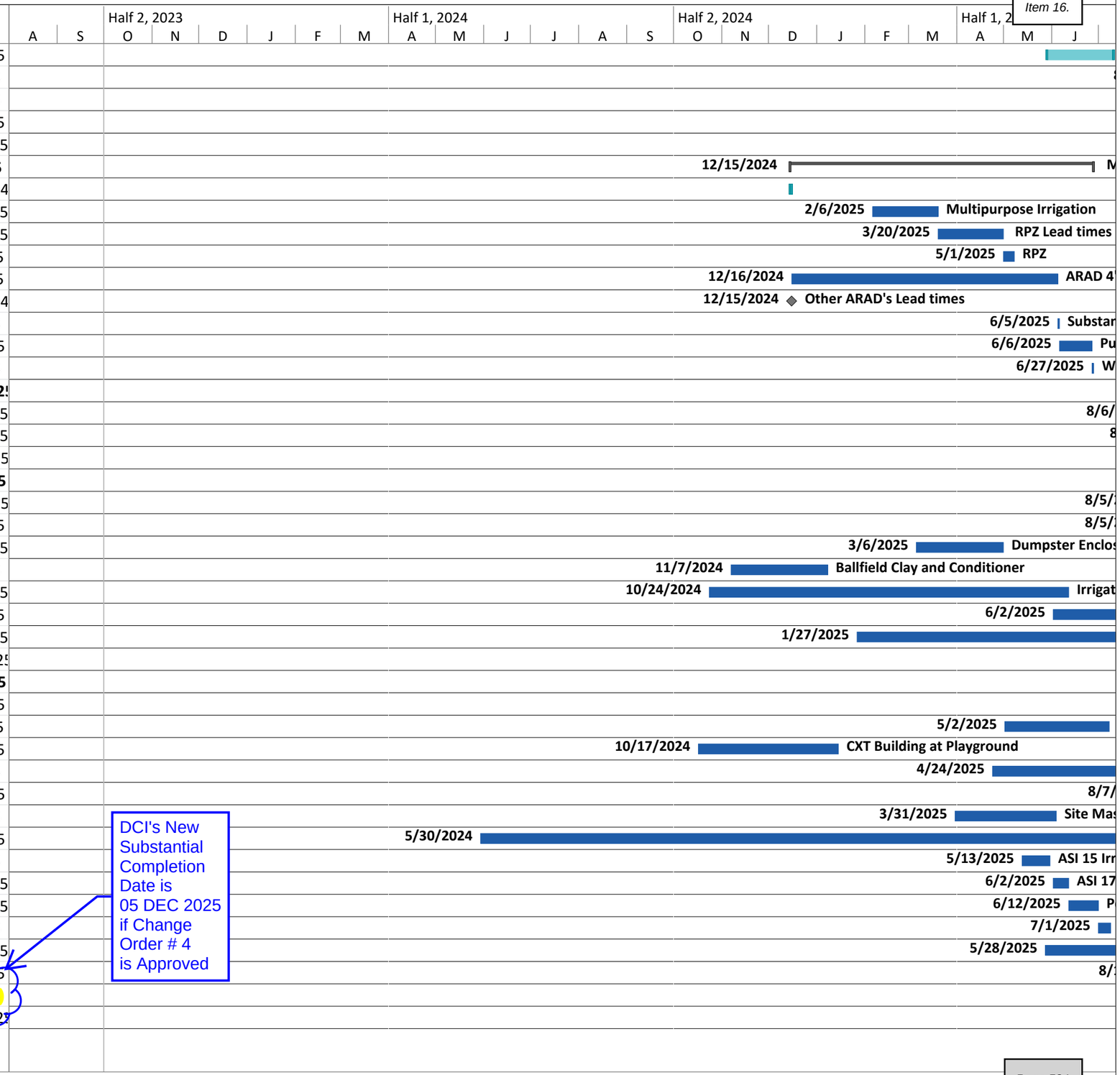


Town of Prosper - Raymond Community Park - Master Project Schedule - GMP #s 1 and 2

Updated on 09 MAR 2024
Printed on Wed 8/27/25

Item 16.

ID	Description	Biz Days	Start	Finish
93	Install Abuttments	30 days	Thu 5/29/25	Thu 7/10/25
94	Install Bridge	1 day	Fri 8/29/25	Fri 8/29/25
95	Substantial Completion	1 day	Tue 9/2/25	Tue 9/2/25
96	Punchlist	15 days	Wed 9/3/25	Tue 9/23/25
97	Walkthrough	1 day	Wed 9/24/25	Wed 9/24/25
98	**Multipurpose Irrigation/Purple pipe**	**137 days**	**Sun 12/15/24**	**Fri 6/27/25**
99	Notice to proceed	1 day	Sun 12/15/24	Sun 12/15/24
100	Multipurpose Irrigation	30 days	Thu 2/6/25	Wed 3/19/25
101	RPZ Lead times	30 days	Thu 3/20/25	Wed 4/30/25
102	RPZ	5 days	Thu 5/1/25	Wed 5/7/25
103	ARAD 4" Lead time	120 days	Mon 12/16/24	Wed 6/4/25
104	Other ARAD's Lead times	0 days	Sun 12/15/24	Sun 12/15/24
105	Substantial Completion	1 day	Thu 6/5/25	Thu 6/5/25
106	Punchlist	15 days	Fri 6/6/25	Thu 6/26/25
107	Walkthrough	1 day	Fri 6/27/25	Fri 6/27/25
108	**Multipurpose lighting added 7/10/25**	**65 days?**	**Wed 7/23/25**	**Wed 10/22/25**
109	Underground	14 days?	Wed 8/6/25	Mon 8/25/25
110	Pole bases	14 days?	Tue 8/26/25	Mon 9/15/25
111	Pole setting (12 week lead time)	1 day?	Tue 10/21/25	Tue 10/21/25
112	**Irrigation Changes 7/10/25**	**58 days?**	**Tue 8/5/25**	**Fri 10/24/25**
113	New meters (10 week lead time)	50 days?	Tue 8/5/25	Tue 10/14/25
114	New RPZ's and irrigation changes (8 week lead time)	45 days?	Tue 8/5/25	Tue 10/7/25
115	Dumpster Enclosure	40 days?	Thu 3/6/25	Wed 4/30/25
116	Ballfield Clay and Conditioner	40 days?	Thu 11/7/24	Tue 1/7/25
117	Irrigation System with Town Water	160 days	Thu 10/24/24	Wed 6/11/25
118	Landscape	80 days	Mon 6/2/25	Tue 9/23/25
119	Fine Grade	180 days?	Mon 1/27/25	Wed 10/8/25
120	**Irrigation main lines ready for well system**	14 days?	Wed 10/22/25	Mon 11/10/25
121	**Turf Establishment edited 8/27/2025 (Change order #**	**30 days?**	**Wed 10/22/25**	**Thu 12/4/25**
122	All Sod no hydromulch	30 days?	Wed 10/22/25	Thu 12/4/25
123	Playground	45 days?	Fri 5/2/25	Mon 7/7/25
124	CXT Building at Playground	60 days?	Thu 10/17/24	Tue 1/14/25
125	Handrails/Guardrails	80 days?	Thu 4/24/25	Fri 8/15/25
126	Site Amenities	56 days	Thu 8/7/25	Fri 10/24/25
127	Site Masonry	46 days?	Mon 3/31/25	Tue 6/3/25
128	Construction Layout	358 days?	Thu 5/30/24	Fri 10/24/25
129	ASI 15 Irrigation changes	13 days	Tue 5/13/25	Fri 5/30/25
130	ASI 17 Irrigation changes	8 days	Mon 6/2/25	Wed 6/11/25
131	Pedestrian Poles Bid alt gmp 1 alt 2.0	13 days	Thu 6/12/25	Mon 6/30/25
132	Monument Sign bid alt gmp 2 alt 2.10	5 days	Tue 7/1/25	Tue 7/8/25
133	Rain Delay	58 days	Wed 5/28/25	Mon 8/18/25
134	Owner's Weather Float	32 days?	Tue 8/19/25	Thu 10/2/25
135	GMP # 2 Substantial Completion	1 day	Fri 12/5/25	Fri 12/5/25
136	GMP # 2 Punchlist Completion	15 days	Mon 12/8/25	Mon 12/29/25
137	GMP # 2 Final Completion/Town Acceptance	1 day	Tue 12/30/25	Tue 12/30/25



DCI's New Substantial Completion Date is 05 DEC 2025 if Change Order # 4 is Approved

CONTRACT AMENDMENT #4
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, LLC
FOR THE RAYMOND COMMUNITY PARK PHASE 1 PROJECT 2122-PK

This Contract Amendment for Professional Services, hereinafter called "Amendment," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and **Dunaway Associates, LLC**, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional engineering services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the Town previously engaged the services of the Consultant in connection with **Raymond Community Park Phase I Project 2122-PK** to be located at 201 Coit Road, hereinafter called "Project"; and

WHEREAS, the Parties previously entered into an professional services agreement regarding the Project on or about March 21, 2022, in the amount of one million, ninety-one thousand, six hundred dollars ($1,091,600), hereinafter called the "Original Agreement"; and

WHEREAS, the Parties previously amended the professional services agreement regarding the Project on or about September 26, 2023, to add scope of services and additional compensation in the amount of two hundred and sixty-one thousand, two hundred and fifty dollars ($261,250), hereinafter called the "Amendment #1";

WHEREAS, the Parties previously amended the professional services agreement regarding the Project on or about August 27, 2024, to add scope of services and additional compensation in the amount of sixty-one thousand dollars ($61,000), hereinafter called the "Amendment #2";

WHEREAS, the Parties previously amended the professional services agreement regarding the Project on or about January 06, 2025, to add scope of services and additional compensation in the amount of twenty-nine thousand, five hundred dollars ($29,500), hereinafter called the "Amendment #3";

WHEREAS, the Parties now desire to amend the Original Agreement plus Amendment #1, Amendment #2, and Amendment #3 to increase the scope of services and compensation provided to include sports lighting at the multi-purpose fields.

For the mutual promises and benefits herein described, Town and Consultant agree to amend the Original Agreement as follows:

1. **Additional Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such additional services as are set forth and described in **Exhibit A1 – Scope of Services** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit A" are hereby amended to state "Exhibits A and A1."

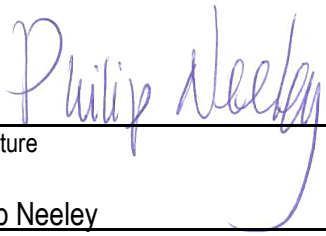
2. **Additional Compensation of Consultant.** Town agrees to pay to Consultant for the satisfactory completion of all services included in this Amendment a total additional fee of Eighteen thousand five hundred dollars ($18,500) for the additional services as set forth and described in **Exhibit B1 – Compensation Schedule** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit B" are hereby amended to state "Exhibits B and B1."

3. **Revised Compensation for Consultant's Services.** Paragraph 4 of the Original Agreement plus Amendment #1, Amendment #2, and Amendment 3 is hereby amended with the addition of this Amendment #4 to increase Consultant's total compensation by deleting one million, four hundred forty-three thousand, three hundred and fifty dollars ($1,443,350) and replacing it with one million, four hundred sixty-one thousand, eight hundred and fifty dollars ($1,461,850).

4. **Original Agreement.** All other provisions and terms of the Original Agreement shall remain in full force and effect and this Amendment to the Original Agreement shall in no way release, affect, or impair any other provision or responsibility contained in the Original Agreement.

IN WITNESS WHEREOF, the Parties, having read and understood this Amendment, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the _____ day of _____, 20____.

DUNAWAY ASSOCIATES, LLC

By: 
Signature

Philip Neeley
Printed Name

Senior Engagement Manager
Title

September 11, 2025
Date

TOWN OF PROSPER, TEXAS

By: _____
Signature

Mario Canizares
Printed Name

Town Manager
Title

_____
Date

EXHIBIT A1
SCOPE OF SERVICES

CONTRACT AMENDMENT #4
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, LLC
FOR THE FIRST & COIT COMMUNITY PARK (RAYMOND COMMUNITY PARK) PHASE 1 PROJECT 2122-PK

I. PROJECT DESCRIPTION

Coordination, Design, and plan development to include sports lighting at the multi-purpose fields.

II. TASK SUMMARY

Task 1 – Multi-Purpose Field Sports Lighting:
Coordination with CMAR and preparation of construction documents for multi-purpose field sports lighting.

Construction drawings to revise electrical plans to include multi-purpose field lighting.

- LED Sports lighting with light level designed to 30 footcandles average maintained
- New LED sports lighting and controls shall be Musco TLC system with link controls
- Electrical schedules, risers and details

III. DELIVERABLES

Task 1 – Multi-Purpose Field Sports Lighting:
Final construction documents for multi-purpose field sports lighting

EXHIBIT B1
COMPENSATION SCHEDULE

CONTRACT AMENDMENT #4
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, LLC
FOR THE FIRST & COIT COMMUNITY PARK (RAYMOND COMMUNITY PARK) PHASE 1 PROJECT 2122-PK

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	Month Year	
Task 1 – Multi-Purpose Field Sports Lighting	March 2025	$18,500
Total Compensation		**$18,500**

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 – Multi-Purpose Field Sports Lighting	$18,500
Total Basic Services:	**$18,500**

Special Services (Hourly Not-to-Exceed)	Amount
None	$0,000
Total Special Services:	**$0,000**

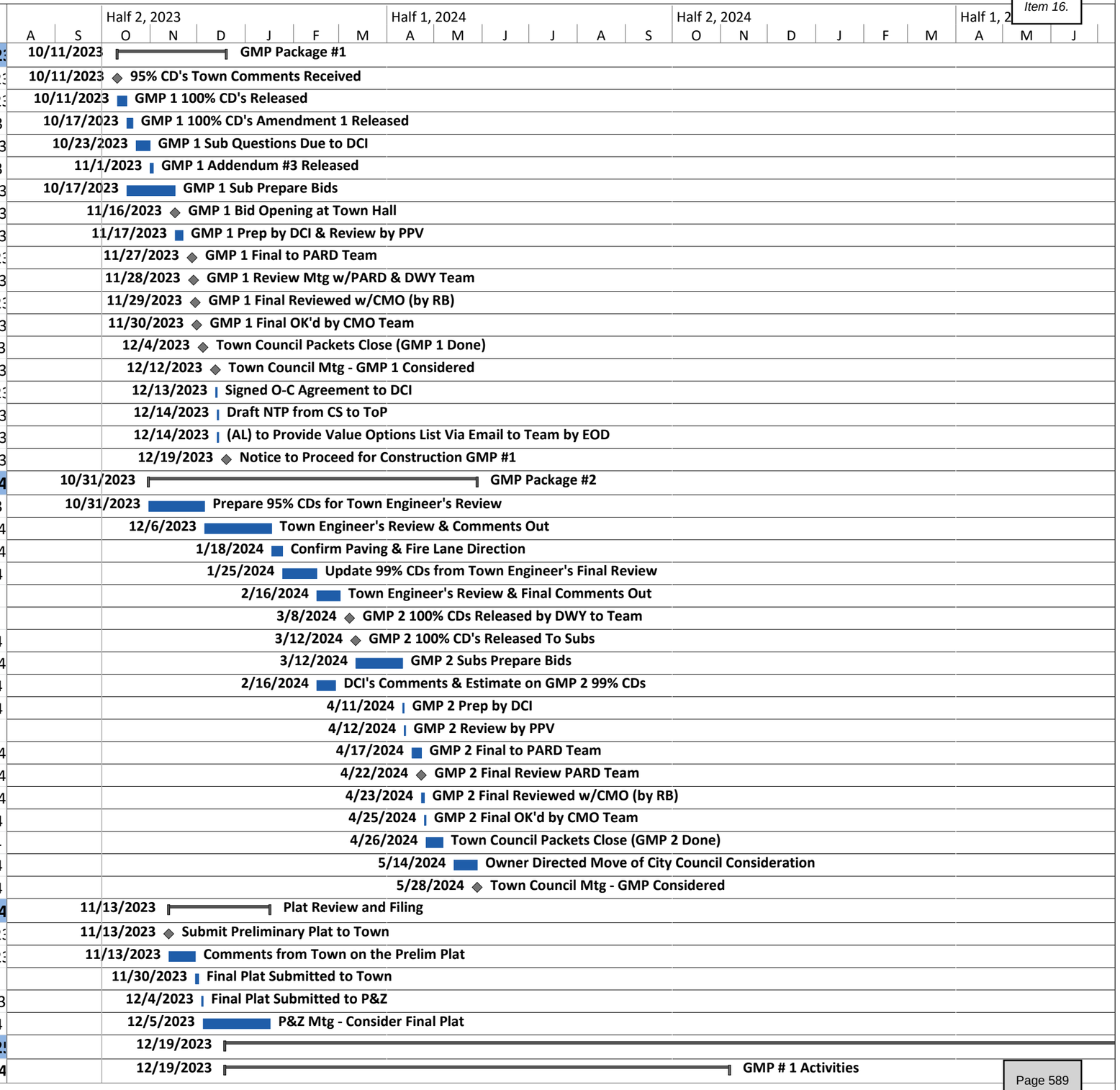
Direct Expenses	Amount
None	$0,000
Total Direct Expenses:	**$0,000**

Town of Prosper - Raymond Community Park - Master Project Schedule - GMP #s 1 and 2

Updated on 09 MAR 2024
Printed on Wed 9/27/25

Item 16.

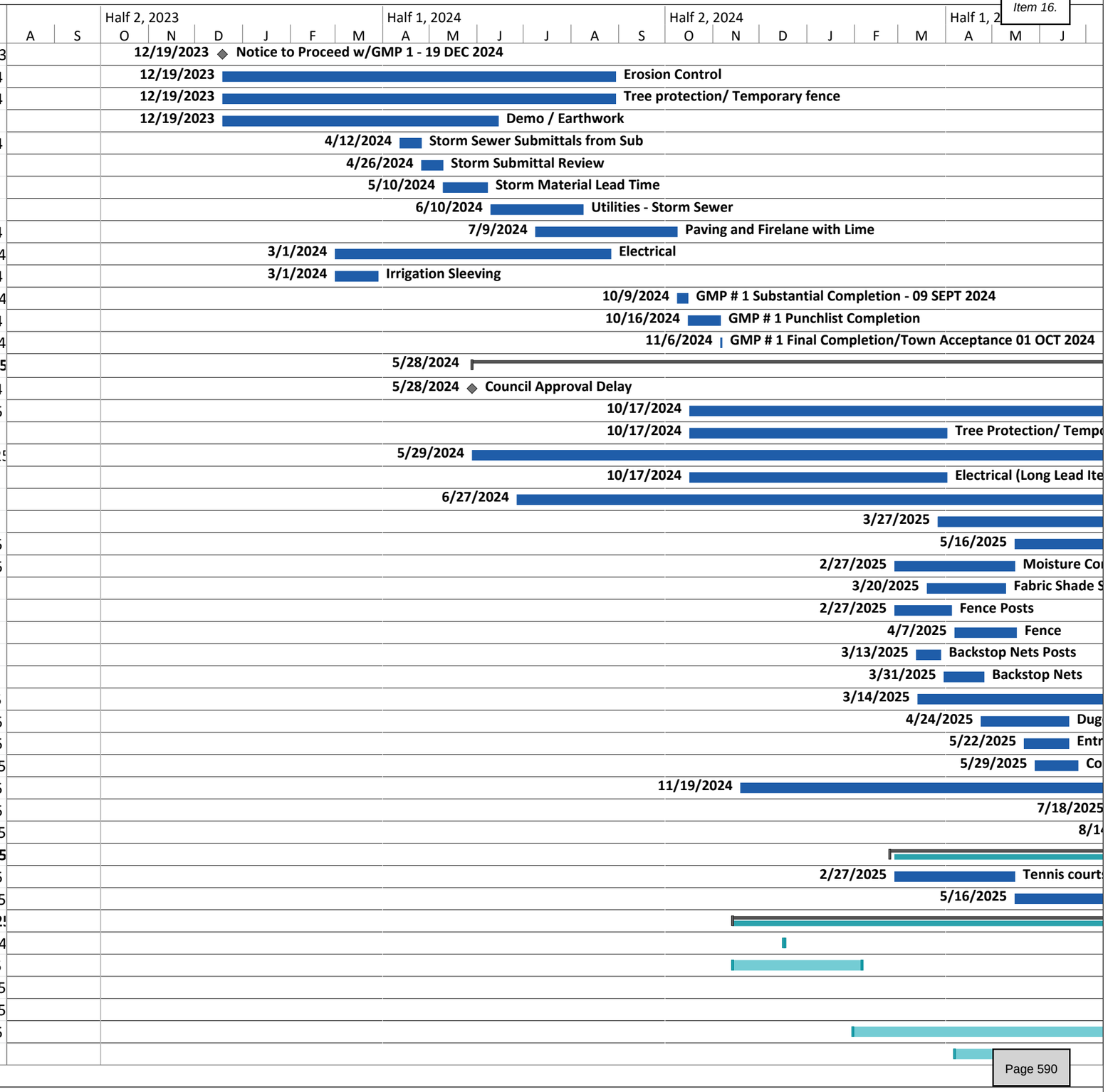
ID	Description	Biz Days	Start	Finish
1	**GMP Package #1**	**48 days**	**Wed 10/11/2**	**Tue 12/19/2**
2	95% CD's Town Comments Received	0 days	Wed 10/11/2	Wed 10/11/2
3	GMP 1 100% CD's Released	4 days	Wed 10/11/2	Mon 10/16/2
4	GMP 1 100% CD's Amendment 1 Released	4 days	Tue 10/17/23	Fri 10/20/23
5	GMP 1 Sub Questions Due to DCI	7 days	Mon 10/23/2	Tue 10/31/23
6	GMP 1 Addendum #3 Released	2 days	Wed 11/1/23	Thu 11/2/23
7	GMP 1 Sub Prepare Bids	23 days	Tue 10/17/23	Thu 11/16/23
8	GMP 1 Bid Opening at Town Hall	0 days	Thu 11/16/23	Thu 11/16/23
9	GMP 1 Prep by DCI & Review by PPV	3 days	Fri 11/17/23	Tue 11/21/23
10	GMP 1 Final to PARD Team	0 days	Mon 11/27/2	Mon 11/27/2
11	GMP 1 Review Mtg w/PARD & DWY Team	0 days	Tue 11/28/23	Tue 11/28/23
12	GMP 1 Final Reviewed w/CMO (by RB)	0 days	Wed 11/29/2	Wed 11/29/2
13	GMP 1 Final OK'd by CMO Team	0 days	Thu 11/30/23	Thu 11/30/23
14	Town Council Packets Close (GMP 1 Done)	0 days	Mon 12/4/23	Mon 12/4/23
15	Town Council Mtg - GMP 1 Considered	0 days	Tue 12/12/23	Tue 12/12/23
16	Signed O-C Agreement to DCI	1 day	Wed 12/13/2	Wed 12/13/2
17	Draft NTP from CS to ToP	1 day	Thu 12/14/23	Thu 12/14/23
18	(AL) to Provide Value Options List Via Email to Team by E(	1 day	Thu 12/14/23	Thu 12/14/23
19	Notice to Proceed for Construction GMP #1	0 days	Tue 12/19/23	Tue 12/19/23
20	**GMP Package #2**	**147 days**	**Tue 10/31/2**	**Tue 5/28/24**
21	Prepare 95% CDs for Town Engineer's Review	24 days	Tue 10/31/23	Tue 12/5/23
22	Town Engineer's Review & Comments Out	30 days	Wed 12/6/23	Wed 1/17/24
23	Confirm Paving & Fire Lane Direction	5 days	Thu 1/18/24	Wed 1/24/24
24	Update 99% CDs from Town Engineer's Final Review	16 days	Thu 1/25/24	Thu 2/15/24
25	Town Engineer's Review & Final Comments Out	11 days	Fri 2/16/24	Fri 3/1/24
26	GMP 2 100% CDs Released by DWY to Team	0 days	Fri 3/8/24	Fri 3/8/24
27	GMP 2 100% CD's Released To Subs	0 days	Tue 3/12/24	Tue 3/12/24
28	GMP 2 Subs Prepare Bids	22 days	Tue 3/12/24	Wed 4/10/24
29	DCI's Comments & Estimate on GMP 2 99% CDs	8 days	Fri 2/16/24	Tue 2/27/24
30	GMP 2 Prep by DCI	1 day	Thu 4/11/24	Thu 4/11/24
31	GMP 2 Review by PPV	1 day	Fri 4/12/24	Fri 4/12/24
32	GMP 2 Final to PARD Team	4 days	Wed 4/17/24	Mon 4/22/24
33	GMP 2 Final Review PARD Team	0 days	Mon 4/22/24	Mon 4/22/24
34	GMP 2 Final Reviewed w/CMO (by RB)	2 days	Tue 4/23/24	Wed 4/24/24
35	GMP 2 Final OK'd by CMO Team	1 day	Thu 4/25/24	Thu 4/25/24
36	Town Council Packets Close (GMP 2 Done)	7 days	Fri 4/26/24	Mon 5/6/24
37	Owner Directed Move of City Council Consideration	10 days	Tue 5/14/24	Tue 5/28/24
38	Town Council Mtg - GMP Considered	0 days	Tue 5/28/24	Tue 5/28/24
39	**Plat Review and Filing**	**44 days**	**Mon 11/13/2**	**Tue 1/16/24**
40	Submit Preliminary Plat to Town	0 days	Mon 11/13/2	Mon 11/13/2
41	Comments from Town on the Prelim Plat	11 days	Mon 11/13/2	Wed 11/29/2
42	Final Plat Submitted to Town	2 days	Thu 11/30/23	Fri 12/1/23
43	Final Plat Submitted to P&Z	1 day	Mon 12/4/23	Mon 12/4/23
44	P&Z Mtg - Consider Final Plat	30 days	Tue 12/5/23	Tue 1/16/24
45	**Construction**	**517 days?**	**Tue 12/19/2**	**Tue 12/30/2**
46	**GMP # 1 Activities**	**228 days**	**Tue 12/19/23**	**Wed 11/6/24**



Town of Prosper - Raymond Community Park - Master Project Schedule - GMP #s 1 and 2

Updated on 09 MAR 2024
Printed on Wed 9/27/25

ID	Description	Biz Days	Start	Finish
47	Notice to Proceed w/GMP 1 - 19 DEC 2024	0 days	Tue 12/19/23	Tue 12/19/23
48	Erosion Control	180 days	Tue 12/19/23	Thu 8/29/24
49	Tree protection/ Temporary fence	180 days	Tue 12/19/23	Thu 8/29/24
50	Demo / Earthwork	127 days	Tue 12/19/23	Fri 6/14/24
51	Storm Sewer Submittals from Sub	10 days	Fri 4/12/24	Thu 4/25/24
52	Storm Submittal Review	10 days	Fri 4/26/24	Thu 5/9/24
53	Storm Material Lead Time	20 days	Fri 5/10/24	Fri 6/7/24
54	Utilities - Storm Sewer	43 days	Mon 6/10/24	Thu 8/8/24
55	Paving and Firelane with Lime	65 days	Tue 7/9/24	Tue 10/8/24
56	Electrical	125 days	Fri 3/1/24	Mon 8/26/24
57	Irrigation Sleeving	20 days	Fri 3/1/24	Thu 3/28/24
58	GMP # 1 Substantial Completion - 09 SEPT 2024	5 days	Wed 10/9/24	Tue 10/15/24
59	GMP # 1 Punchlist Completion	15 days	Wed 10/16/24	Tue 11/5/24
60	GMP # 1 Final Completion/Town Acceptance 01 OCT 2(	1 day	Wed 11/6/24	Wed 11/6/24
61	**GMP # 2 Activities**	**403 days?**	**Tue 5/28/24**	**Tue 12/30/25**
62	Council Approval Delay	0 days	Tue 5/28/24	Tue 5/28/24
63	Erosion Control	200 days	Thu 10/17/24	Thu 7/31/25
64	Tree Protection/ Temporary Fence	115 days	Thu 10/17/24	Tue 4/1/25
65	GMP #2 Construction Work	360 days	Wed 5/29/24	Mon 10/27/25
66	Electrical (Long Lead Items from GMP # 01)	115 days	Thu 10/17/24	Tue 4/1/25
67	Site Concrete	281 days	Thu 6/27/24	Tue 8/5/25
68	Limestone Block walls	80 days?	Thu 3/27/25	Fri 7/18/25
69	Pickleball Courts	120 days?	Fri 5/16/25	Tue 11/4/25
70	Moisture Conditioning @ Pickleball	56 days?	Thu 2/27/25	Thu 5/15/25
71	Fabric Shade Structure Foundations	37 days?	Thu 3/20/25	Fri 5/9/25
72	Fence Posts	27 days?	Thu 2/27/25	Fri 4/4/25
73	Fence	30 days	Mon 4/7/25	Fri 5/16/25
74	Backstop Nets Posts	12 days?	Thu 3/13/25	Fri 3/28/25
75	Backstop Nets	20 days	Mon 3/31/25	Fri 4/25/25
76	Bleacher Shade Structures	100 days?	Fri 3/14/25	Mon 8/4/25
77	Dugout Metal Roofs	40 days?	Thu 4/24/25	Thu 6/19/25
78	Entry Gateways	20 days?	Thu 5/22/25	Thu 6/19/25
79	Coit Road Monument Signs	20 days?	Thu 5/29/25	Wed 6/25/25
80	Restroom Concession Building	190 days	Tue 11/19/24	Tue 8/19/25
81	Aluminum Bleacher Seating	20 days	Fri 7/18/25	Thu 8/14/25
82	Parking Lot Striping	10 days?	Thu 8/14/25	Wed 8/27/25
83	**Tennis Courts add**	**180 days**	**Mon 2/24/25**	**Wed 11/5/25**
84	Tennis courts Moisture conditioning	56 days	Thu 2/27/25	Thu 5/15/25
85	Tennis courts	119 days	Fri 5/16/25	Mon 11/3/25
86	**Trail Expansion**	**241 days**	**Thu 11/14/24**	**Mon 10/27/25**
87	Notice to Proceed	1 day	Tue 12/17/24	Tue 12/17/24
88	Design Stage	56 days	Thu 11/14/24	Wed 2/5/25
89	Trail Construction	30 days	Thu 7/17/25	Wed 8/27/25
90	Low water crossings	30 days	Thu 7/17/25	Wed 8/27/25
91	Order Bridge	148 days	Fri 1/31/25	Thu 8/28/25
92	Install Piers	30 days	Mon 4/7/25	Fri 5/16/25

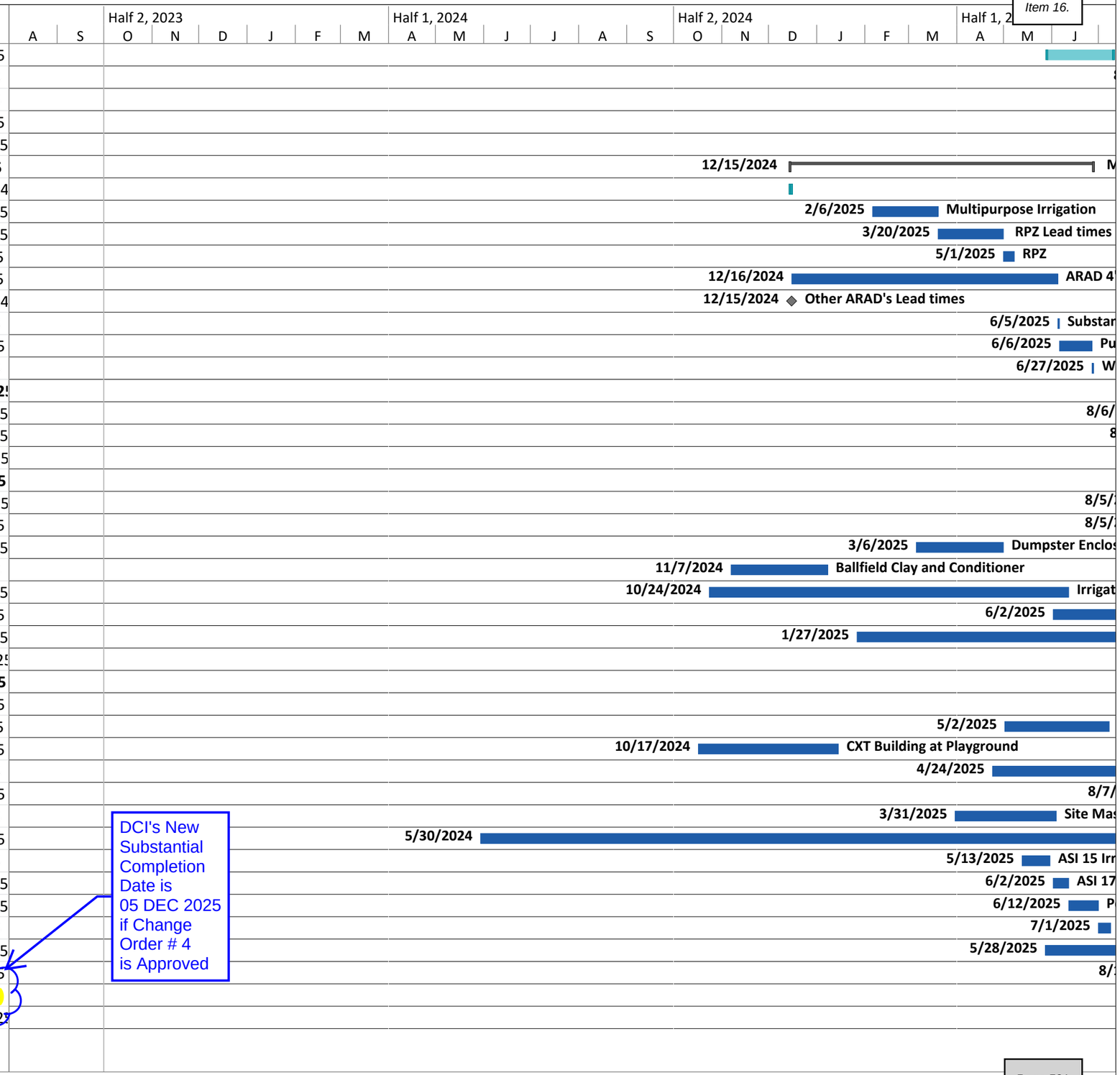


Town of Prosper - Raymond Community Park - Master Project Schedule - GMP #s 1 and 2

Updated on 09 MAR 2024
Printed on Wed 8/27/25

Item 16.

ID	Description	Biz Days	Start	Finish
93	Install Abuttments	30 days	Thu 5/29/25	Thu 7/10/25
94	Install Bridge	1 day	Fri 8/29/25	Fri 8/29/25
95	Substantial Completion	1 day	Tue 9/2/25	Tue 9/2/25
96	Punchlist	15 days	Wed 9/3/25	Tue 9/23/25
97	Walkthrough	1 day	Wed 9/24/25	Wed 9/24/25
98	**Multipurpose Irrigation/Purple pipe**	**137 days**	**Sun 12/15/24**	**Fri 6/27/25**
99	Notice to proceed	1 day	Sun 12/15/24	Sun 12/15/24
100	Multipurpose Irrigation	30 days	Thu 2/6/25	Wed 3/19/25
101	RPZ Lead times	30 days	Thu 3/20/25	Wed 4/30/25
102	RPZ	5 days	Thu 5/1/25	Wed 5/7/25
103	ARAD 4" Lead time	120 days	Mon 12/16/24	Wed 6/4/25
104	Other ARAD's Lead times	0 days	Sun 12/15/24	Sun 12/15/24
105	Substantial Completion	1 day	Thu 6/5/25	Thu 6/5/25
106	Punchlist	15 days	Fri 6/6/25	Thu 6/26/25
107	Walkthrough	1 day	Fri 6/27/25	Fri 6/27/25
108	**Multipurpose lighting added 7/10/25**	**65 days?**	**Wed 7/23/25**	**Wed 10/22/25**
109	Underground	14 days?	Wed 8/6/25	Mon 8/25/25
110	Pole bases	14 days?	Tue 8/26/25	Mon 9/15/25
111	Pole setting (12 week lead time)	1 day?	Tue 10/21/25	Tue 10/21/25
112	**Irrigation Changes 7/10/25**	**58 days?**	**Tue 8/5/25**	**Fri 10/24/25**
113	New meters (10 week lead time)	50 days?	Tue 8/5/25	Tue 10/14/25
114	New RPZ's and irrigation changes (8 week lead time)	45 days?	Tue 8/5/25	Tue 10/7/25
115	Dumpster Enclosure	40 days?	Thu 3/6/25	Wed 4/30/25
116	Ballfield Clay and Conditioner	40 days?	Thu 11/7/24	Tue 1/7/25
117	Irrigation System with Town Water	160 days	Thu 10/24/24	Wed 6/11/25
118	Landscape	80 days	Mon 6/2/25	Tue 9/23/25
119	Fine Grade	180 days?	Mon 1/27/25	Wed 10/8/25
120	**Irrigation main lines ready for well system**	14 days?	Wed 10/22/25	Mon 11/10/25
121	**Turf Establishment edited 8/27/2025 (Change order #**	**30 days?**	**Wed 10/22/25**	**Thu 12/4/25**
122	All Sod no hydromulch	30 days?	Wed 10/22/25	Thu 12/4/25
123	Playground	45 days?	Fri 5/2/25	Mon 7/7/25
124	CXT Building at Playground	60 days?	Thu 10/17/24	Tue 1/14/25
125	Handrails/Guardrails	80 days?	Thu 4/24/25	Fri 8/15/25
126	Site Amenities	56 days	Thu 8/7/25	Fri 10/24/25
127	Site Masonry	46 days?	Mon 3/31/25	Tue 6/3/25
128	Construction Layout	358 days?	Thu 5/30/24	Fri 10/24/25
129	ASI 15 Irrigation changes	13 days	Tue 5/13/25	Fri 5/30/25
130	ASI 17 Irrigation changes	8 days	Mon 6/2/25	Wed 6/11/25
131	Pedestrian Poles Bid alt gmp 1 alt 2.0	13 days	Thu 6/12/25	Mon 6/30/25
132	Monument Sign bid alt gmp 2 alt 2.10	5 days	Tue 7/1/25	Tue 7/8/25
133	Rain Delay	58 days	Wed 5/28/25	Mon 8/18/25
134	Owner's Weather Float	32 days?	Tue 8/19/25	Thu 10/2/25
135	GMP # 2 Substantial Completion	1 day	Fri 12/5/25	Fri 12/5/25
136	GMP # 2 Punchlist Completion	15 days	Mon 12/8/25	Mon 12/29/25
137	GMP # 2 Final Completion/Town Acceptance	1 day	Tue 12/30/25	Tue 12/30/25



DCI's New Substantial Completion Date is 05 DEC 2025 if Change Order # 4 is Approved

CONTRACT AMENDMENT #2
BETWEEN THE TOWN OF PROSPER, TEXAS, AND PEAK PROGRAM VALUE, LLC
FOR THE RAYMOND COMMUNITY PARK PHASE 1 PROJECT 2122-PK

This Contract Amendment for Professional Services, hereinafter called "Amendment," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and **Peak Program Value, LLC**, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the Town previously engaged the services of the Consultant in connection with **Raymond Community Park Phase I Project 2122-PK** to be located at 201 Coit Road, hereinafter called "Project"; and

WHEREAS, the Parties previously entered into an professional services agreement regarding the Project on or about February 27, 2024, in the amount of one hundred forty-one thousand, seven hundred & fifty dollars ($141,750), hereinafter called the "Original Agreement"; and

WHEREAS, the Parties previously amended the professional services agreement regarding the Project on or about August 27, 2024, in the amount of sixty-four thousand, three hundred & ninety dollars ($64,390), hereinafter called the "Amendment #1"; and

WHEREAS, the Parties now desire to amend the Original Agreement plus Amendment #1 to increase the scope of services and compensation provided to include additional preconstruction services for added scopes of the Work, and an additional 5 months of construction services.

For the mutual promises and benefits herein described, Town and Consultant agree to amend the Original Agreement as follows:

1. **Additional Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such additional services as are set forth and described in **Exhibit A.2 – Scope of Services & Compensation** and incorporated herein as if written word for word. All references in the Original Agreement and Amendment #1 to "Exhibit A" and "Exhibit A1" are hereby amended to state "Exhibit A2".

2. **Additional Compensation of Consultant.** Town agrees to pay to Consultant for the satisfactory completion of all services included in this Amendment a total additional fee of eighty-one thousand, four hundred and sixty dollars ($81,460) for the additional services as set forth and described in **Exhibit A2 – Scope of Services & Compensation** and incorporated herein as if written word for word. All references in the Original Agreement and Amendment #1 to "Exhibit A" and "Exhibit A1" are hereby amended to state "Exhibit A2".

3. **Revised Compensation for Consultant's Services.** Paragraph 3 of the Original Agreement plus Amendment #1 is hereby amended to increase Consultant's total compensation by deleting two hundred and six thousand, one hundred & forty dollars ($206,140), and replacing it with two hundred eighty-seven thousand, six hundred dollars ($287,600).

4. **Revised Schedule for Consultant's Services.** Paragraph 4 of the Original Agreement is hereby amended to delete Exhibit B and Exhibit B.1 and replace them with Exhibit B.2. All references in the Original Agreement to "Exhibit B" and "Exhibit B1" are hereby amended to state "Exhibit B2."

5. **Original Agreement.** All other provisions and terms of the Original Agreement shall remain in full force and effect and this Amendment to the Original Agreement shall in no way release, affect, or impair any other provision or responsibility contained in the Original Agreement.

IN WITNESS WHEREOF, the Parties, having read and understood this Amendment, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the _____ day of _____, 20____.

PEAK PROGRAM VALUE, LLC

By: _____
Signature

Chris Squadra
Printed Name

Partner
Title

September 15, 2025
Date

TOWN OF PROSPER, TEXAS

By: _____
Signature

Mario Canizares
Printed Name

Town Manager
Title

_____
Date

EXHIBIT A2
SCOPE OF SERVICES & COMPENSATION

The additional Services & Compensation for this Amendment # 02 follows this page.

Town of Prosper & Consultant PSA - Exhibit A.2

Updated 15 SEP 2025

Printed on 9/15/2025 at 2:

Scope of Services & Compensation - Raymond Park

Service Item #	Description	Level of Service
1.0	**Preconstruction**	**w/Below**
1.A	**Project Discovery, Goals & Project Definition**	**Complete**
1.0	Project Leadership Interviews	✓
2.0	Project Goal Setting	✓
3.0	Project Stakeholder Interviews	✓
4.0	Physical Asset Discovery & Documentation Review	✓
5.0	Manage Physical Asset Evaluation Process (by 3rd Party Subject Matter Experts)	
6.0	Current & Projected Needs Assessment	
7.0	Project Scope Definition	✓
1.B	**Goal-setting, Scheduling & Information Management**	**Complete**
1.0	Project Implementation Plan	✓
2.0	Communication & Information Management Plan	
3.0	Conceptual Master Project Schedule	✓
4.0	Conceptual Construction Phasing Plan	
5.0	Detailed Master Project Schedule	✓
1.C	**Cost Management**	**Complete**
1.0	Programmatic Construction Cost Estimate – One Scheme	✓
2.0	Programmatic Construction Cost Estimate – Additional Schemes (Each)	
3.0	Owner's Development Budget Validation	✓
4.0	Conceptual Design Construction Cost Estimate – One Scheme	✓
5.0	Conceptual Design Construction Cost Estimate – Additional Schemes (Each)	
6.0	Cash Flow Prediction	✓
7.0	50% Schematic Design Construction Cost Estimate (Assumes Single Scheme)	
8.0	100% Schematic Design Construction Cost Estimate (Assumes Single Scheme)	✓
9.0	Validation of GC's Initial Construction Cost Estimate	✓
10.0	50% Design Development Construction Cost Estimate (Assumes Single Scheme)	
11.0	GC's Estimate Validation at 100% Design Development	✓
12.0	Validation of the GC's Proposed Final Guaranteed Maximum Price (GMP)	✓
13.0	Value Engineering, Life Cycle Cost Analysis and Evaluation of New Alternatives	✓
14.0	Coordination of Furnishings, Fixtures & Equipment (FF&E), IT, AV and Security Budgets	
1.D	**Best Value Procurement Processes**	**Complete**
1.0	"Owner-friendly" Design Team Selection Strategies	
2.0	Design Team Selection Assistance	
3.0	"Owner-friendly" Contracting Team Selection Strategies	
4.0	Contracting Team Selection Assistance	✓

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Town of Prosper & Consultant PSA - Exhibit A.2

Updated 15 SEP 2025

Printed on 9/15/2025 at 2:

Scope of Services & Compensation - Raymond Park

Service Item #	Description	Level of Service
5.0	Contractor/Sub Prequals, Solicitation, Bid Analysis & Award Recommendation Validation	✓
1.E	**Ongoing Preconstruction Services - From Start Date to Notice to Proceed for Construction**	**Complete**
1.0	Interactive Work Sessions and Meetings Required for Basic Preconstruction Services	✓
	Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate	
2.0	**Construction**	
2.A	**One Time Tasks - Set Up Project Controls & Information Management Systems**	
1.0	Cost Management Options Review	✓
2.0	Schedule Management Options Review	✓
3.0	Information Management Options Review	✓
4.0	Set Up the Chosen Systems, Processes & Tools for Tracking:	✓
.1	Budgets Against Commitments	✓
.2	Proposed Change Orders	✓
.3	Pending Commitments	✓
.4	GC, Design Team, and Consultant Contract Changes	✓
.5	Contingency Use Log(s)	✓
.6	Commitments vs. Budget	✓
.7	Payments vs. Commitments	✓
5.0	Set Up Buyout Savings Tracking Process with GC	✓
6.0	Set Up the Allowances & Furnishings/Equipment Budget Tracking System	✓
7.0	Review Project Controls Systems with Team	✓
8.0	Project Controls Systems Training for Architect & Owner Team	✓
	One Time Tasks - Set Up Project Controls & Information Management Systems	
2.B	**Ongoing Project Control Services - Cost, Schedule & Information Management**	
1.0	Ongoing Cost Management	✓
2.0	Ongoing Schedule Management	✓
3.0	Ongoing Information Management	✓
4.0	Meetings During Construction:	
.1	Project Executive	Monthly
.2	Senior Project Manager	
.3	Project Manager	4X per Month
.4	Assistant PM	
5.0	Review Project Status & Interview Team Members	✓

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Town of Prosper & Consultant PSA - Exhibit A.2

Scope of Services & Compensation - Raymond Park

Updated 15 SEP 2025

Printed on 9/15/2025 at 2:

Service Item #	Description	Level of Service
6.0	Read Weekly Meeting Minutes & Status Logs	✓
7.0	Reporting to Owner	4X per Month
8.0	Review Applications for Payment Monthly:	✓
.1	Note Compliance with the Contract and Standards of the Industry	✓
.2	Compare Scheduled/Completed Work vs. Amount Billed	✓
.3	Review Appropriateness of Contingency Reallocations	✓
.4	Validate Proper Documentation of Expenditures	✓
.5	Track Use of Allowances	✓
.6	Track Invoices for Furnishings & Equipment	✓
.7	Confirm Buyout Savings Status	✓
9.0	Update Owner's Budget	✓
10.0	Maintain and Update Project Budget Tracking System	✓
11.0	Publish Monthly Reports wExecutive Summary + Detailed Findings	✓
12.0	Establish Schedule Tracking Procedures	✓
13.0	Validate GC's Proposed Change Requests (up to a Max of 5.0% of GC's Contract Amount)	5.0%
	(5.0% CO Max is Calculated on Contract without Owner's Owner's Contingency Line Included)	
	(Evaluating & Negotiating COs Above this 5.0% Amount Is An Additional Service)	
14.0	Validate Project Turnover, Start-up, Owner Move-in, and Closeout Procedures	✓
	Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate Below	
	Ongoing Project Control Services - Cost, Schedule & Information Management	
2.C	**Owner Stakeholder Management**	
1.0	Provide Direct Interface with End-users and Other Stakeholders as Required	These Services to be Provided by the Town of Prosper (KB)
2.0	Maintain a Single Point of Project Contact for the Owner Team	
3.0	Provide Briefings of Officials, Council, Boards, Commissions, & Ad-hoc Committees	
4.0	Plan, Coordinate & Lead Project Update Meetings & Status Report Distribution for Above	
5.0	Provide a Public Communication Plan for Neighborhoods & Community-wide Citizens	
6.0	Assist Staff in Coordination of Ground-breaking, Announcements & Press Conferences	
7.0	Coordinate Design, Approval & Placement of Project Signage	
7.0	Serve as the Owner's Point of Contact during Construction	
8.0	Conduct Construction Update Meetings at Construction Sites	
2.D	**Quality Management**	
1.0	Coordinate Project Close Out, including Obtaining Final As-Built Plans from Contractor	✓
2.0	Monitor Construction Progress	✓
3.0	Advise the Owner of Any Observations of Non-Conforming Work or Other Quality Concerns	✓

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Town of Prosper & Consultant PSA - Exhibit A.2

Updated 15 SEP 2025

Printed on 9/15/2025 at 2:

Scope of Services & Compensation - Raymond Park

Service Item #	Description	Level of Service
4.0	Manage the Geotechnical Investigations ~~and Develop Contracts for Geotechnical Firms~~	✓
5.0	Review Results from Geotechnical Investigations	✓
6.0	Review Contractor's Quality Control Plan	✓
7.0	Provide Oversight of Owner's Quality Assurance Plan	✓
8.0	Review Submittals Prepared by the Contractor & Processed by the Design Team	✓
9.0	Coordinate Owner Staff Review of Submittals Where Required	By ToP (KB)
10.0	Coordinate Owner Vendors, to Include Security, Data, Telecom, & Move Management	By ToP (KB)
11.0	Coordinate Furnishings Installation (Furnishings Procurement by Others)	By ToP (KB)
12.0	Coordinate Owner's Architect's Site Visits & Facilty's Punchlist Distribution/Tracking	By Dunaway
13.0	Monitor Contractor's Completion of Punchlist Items & Architect's Confirmation of Same	By Dunaway
14.0	Coordinate Owner's Commissioning Consultant's Site Visits & Review Reports	Not Required
15.0	Monitor Contractor's Compliance w/Commissioning Consultant's Findings & Final Cx Report	Not Required
16.0	Coordinate Turnover of Closeout Documention & Project Information Management System	✓
17.0	Coordinate Owner's Architect's 11 Month Warranty Site Visit & Distribution Findings	By ToP (KB)
2.E	**Support Services for Other Owner Project Management Responsibilities**	
1.0	Issue “Notices to Proceed” on Appropriate Phases	✓
2.0	Coordinate TAS Consultant's Site Visit(s) & Review TAS Consultant's Findings	By Dunaway
	Support Services for Other Owner Project Management Responsibilties	
Original PSA Construction Services: 01 MAR 2024 to 31 MAY 2025 (Cost per Month)		**9,450**
Original PSA Construction Services Fees for Project Controls (15 Months x $ 9,450)		**141,750**
Additional Services for PPV's PSA Amendment #01		
Construction Services: Assumes 01 JUN 2025 to 30 SEP 2025 (Add 4 Months)		37,800
Construction Services Fees for Project Controls (Assumes 19 Months)		**179,550**
Preconstruction Services: Original Scope of Work		23,450
Preconstruction Services: Added $2M Funding - Scope & Budget Management		3,140
Project Control Services (Original + Amndt # 1) (Approved) Current Contract =		**206,140**

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Town of Prosper & Consultant PSA - Exhibit A.2

Updated 15 SEP 2025

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Scope of Services & Compensation - Raymond Park

Service Item #	Description	Level of Service
	Additional Services for PPV's PSA Amendment #02	
	Construction Services: Assumes 01 OCT 2025 to 31 JAN 2026 (Add 5 Months)	47,250
	Construction Services Fees for Project Controls (Assumes 24 Months)	**253,390**
	Preconstruction Services: Well System Procurement Process - Facilitation & Validation	34,210
	Preconstruction Services: Added Funding to 30 SEP 2025 - Scope & Budget Mngmnt	w/Above
	Preconstruction + Construction Project Control Services (Original + Amndt # 1)	**287,600**

3.0	Task Order Clarifications & Exclusions	
3.1	Safety Plan and Logistics Coordination Are Solely the Resonsibilty of the Contractor	Excluded
3.2	Quality Management of Materials & Installation Are Solely the Resonsibilty of the Contractor	Excluded
3.3	Consultant Will Be Performing Onsite Observations, not Continuous or Exhaustive Inspections	Excluded
3.4	Consultant Will Not be Held Responsible for Contractor's or Vendor's Nonconforming Work	Excluded
3.5	Consultant is Not Responsible for Architect's or Contractor's Failure to Perform	Excluded
3.6	Fees for for Architect's or Contractor's Failure to Perform, or Project Delays are Add Services	Excluded
3.7	Design, Procurement, and Delivery of Furnishings is by Others	Excluded
3.8	Design, Procurement, and Delivery of Security, Data, Telecom Equipment is by Others	Excluded
3.9	Services Not Checked in Sections Above (Even if Included In PSA Exhibit A) Are Excluded	Excluded

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EXHIBIT B2
SCHEDULE

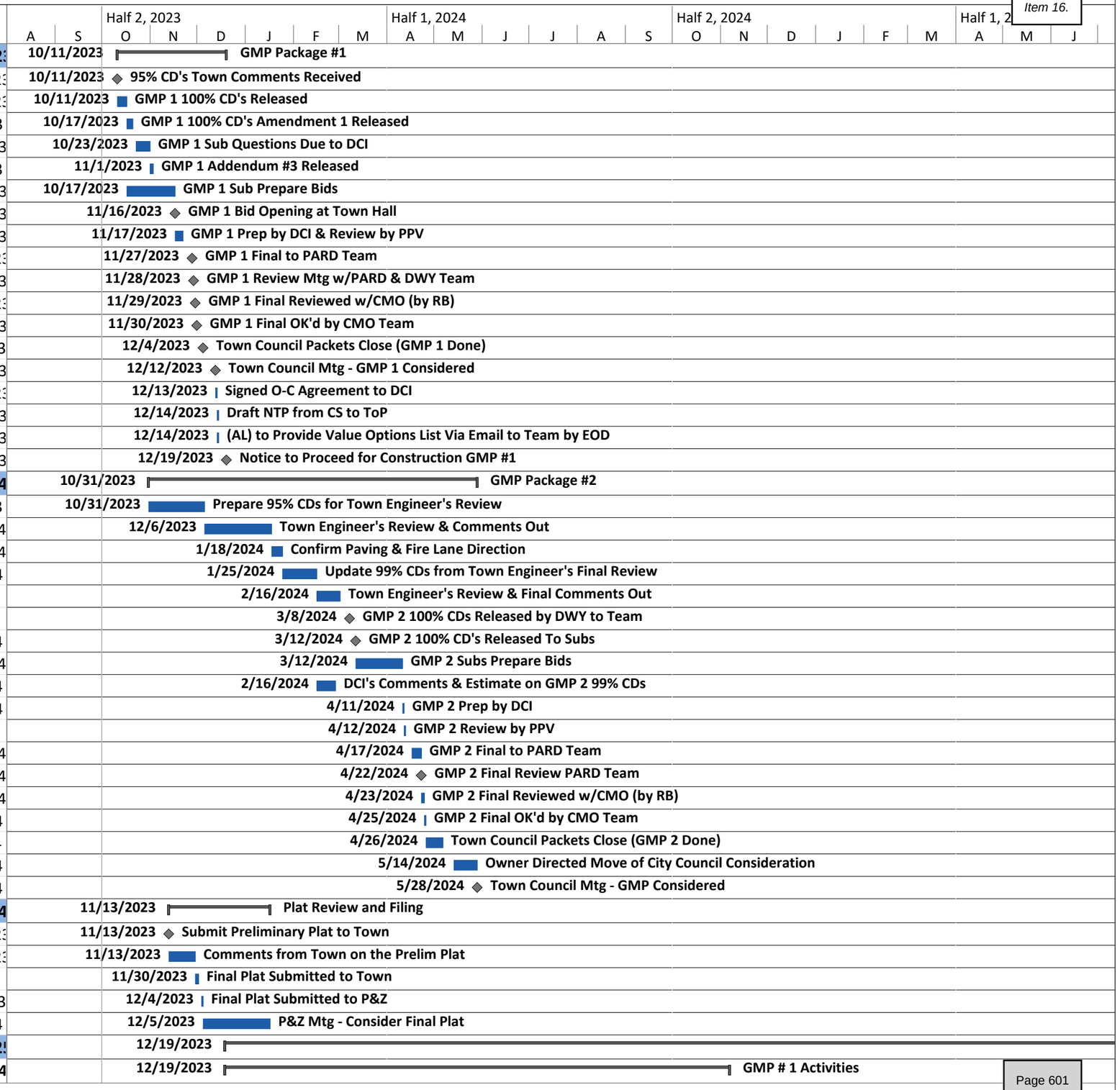
The updated Schedule for this Amendment # 02 follows this page.

Town of Prosper - Raymond Community Park - Master Project Schedule - GMP #s 1 and 2

Updated on 09 MAR 2024
Printed on Wed 9/27/25

Item 16.

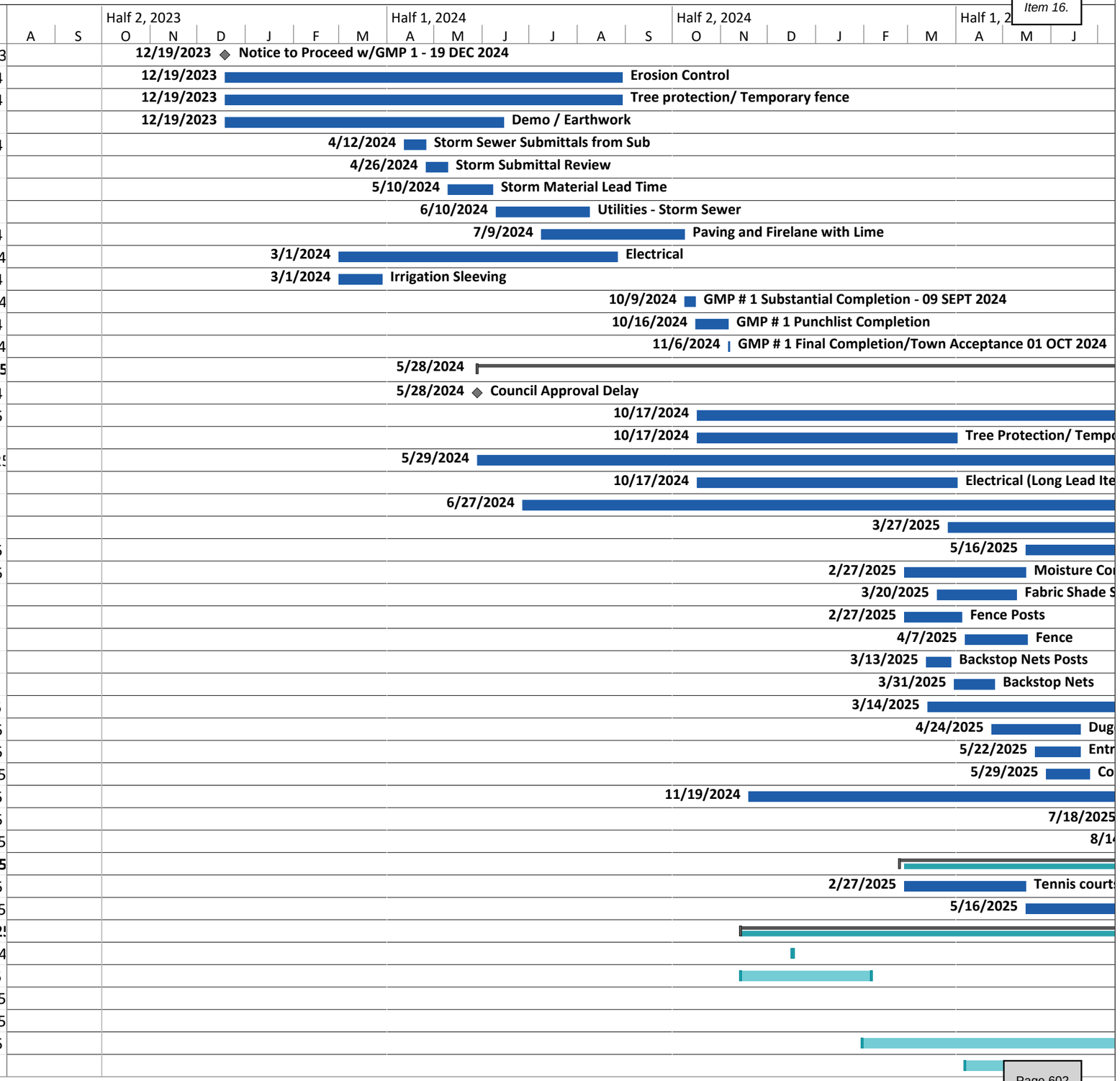
ID	Description	Biz Days	Start	Finish
1	**GMP Package #1**	**48 days**	**Wed 10/11/2**	**Tue 12/19/2**
2	95% CD's Town Comments Received	0 days	Wed 10/11/23	Wed 10/11/2
3	GMP 1 100% CD's Released	4 days	Wed 10/11/23	Mon 10/16/2
4	GMP 1 100% CD's Amendment 1 Released	4 days	Tue 10/17/23	Fri 10/20/23
5	GMP 1 Sub Questions Due to DCI	7 days	Mon 10/23/23	Tue 10/31/23
6	GMP 1 Addendum #3 Released	2 days	Wed 11/1/23	Thu 11/2/23
7	GMP 1 Sub Prepare Bids	23 days	Tue 10/17/23	Thu 11/16/23
8	GMP 1 Bid Opening at Town Hall	0 days	Thu 11/16/23	Thu 11/16/23
9	GMP 1 Prep by DCI & Review by PPV	3 days	Fri 11/17/23	Tue 11/21/23
10	GMP 1 Final to PARD Team	0 days	Mon 11/27/23	Mon 11/27/2
11	GMP 1 Review Mtg w/PARD & DWY Team	0 days	Tue 11/28/23	Tue 11/28/23
12	GMP 1 Final Reviewed w/CMO (by RB)	0 days	Wed 11/29/23	Wed 11/29/2
13	GMP 1 Final OK'd by CMO Team	0 days	Thu 11/30/23	Thu 11/30/23
14	Town Council Packets Close (GMP 1 Done)	0 days	Mon 12/4/23	Mon 12/4/23
15	Town Council Mtg - GMP 1 Considered	0 days	Tue 12/12/23	Tue 12/12/23
16	Signed O-C Agreement to DCI	1 day	Wed 12/13/23	Wed 12/13/2
17	Draft NTP from CS to ToP	1 day	Thu 12/14/23	Thu 12/14/23
18	(AL) to Provide Value Options List Via Email to Team by E(	1 day	Thu 12/14/23	Thu 12/14/23
19	Notice to Proceed for Construction GMP #1	0 days	Tue 12/19/23	Tue 12/19/23
20	**GMP Package #2**	**147 days**	**Tue 10/31/2**	**Tue 5/28/24**
21	Prepare 95% CDs for Town Engineer's Review	24 days	Tue 10/31/23	Tue 12/5/23
22	Town Engineer's Review & Comments Out	30 days	Wed 12/6/23	Wed 1/17/24
23	Confirm Paving & Fire Lane Direction	5 days	Thu 1/18/24	Wed 1/24/24
24	Update 99% CDs from Town Engineer's Final Review	16 days	Thu 1/25/24	Thu 2/15/24
25	Town Engineer's Review & Final Comments Out	11 days	Fri 2/16/24	Fri 3/1/24
26	GMP 2 100% CDs Released by DWY to Team	0 days	Fri 3/8/24	Fri 3/8/24
27	GMP 2 100% CD's Released To Subs	0 days	Tue 3/12/24	Tue 3/12/24
28	GMP 2 Subs Prepare Bids	22 days	Tue 3/12/24	Wed 4/10/24
29	DCI's Comments & Estimate on GMP 2 99% CDs	8 days	Fri 2/16/24	Tue 2/27/24
30	GMP 2 Prep by DCI	1 day	Thu 4/11/24	Thu 4/11/24
31	GMP 2 Review by PPV	1 day	Fri 4/12/24	Fri 4/12/24
32	GMP 2 Final to PARD Team	4 days	Wed 4/17/24	Mon 4/22/24
33	GMP 2 Final Review PARD Team	0 days	Mon 4/22/24	Mon 4/22/24
34	GMP 2 Final Reviewed w/CMO (by RB)	2 days	Tue 4/23/24	Wed 4/24/24
35	GMP 2 Final OK'd by CMO Team	1 day	Thu 4/25/24	Thu 4/25/24
36	Town Council Packets Close (GMP 2 Done)	7 days	Fri 4/26/24	Mon 5/6/24
37	Owner Directed Move of City Council Consideration	10 days	Tue 5/14/24	Tue 5/28/24
38	Town Council Mtg - GMP Considered	0 days	Tue 5/28/24	Tue 5/28/24
39	**Plat Review and Filing**	**44 days**	**Mon 11/13/2**	**Tue 1/16/24**
40	Submit Preliminary Plat to Town	0 days	Mon 11/13/23	Mon 11/13/2
41	Comments from Town on the Prelim Plat	11 days	Mon 11/13/23	Wed 11/29/2
42	Final Plat Submitted to Town	2 days	Thu 11/30/23	Fri 12/1/23
43	Final Plat Submitted to P&Z	1 day	Mon 12/4/23	Mon 12/4/23
44	P&Z Mtg - Consider Final Plat	30 days	Tue 12/5/23	Tue 1/16/24
45	**Construction**	**517 days?**	**Tue 12/19/2**	**Tue 12/30/2**
46	**GMP # 1 Activities**	**228 days**	**Tue 12/19/23**	**Wed 11/6/24**



Town of Prosper - Raymond Community Park - Master Project Schedule - GMP #s 1 and 2

Updated on 09 MAR 2024
Printed on Wed 9/27/25

ID	Description	Biz Days	Start	Finish
47	Notice to Proceed w/GMP 1 - 19 DEC 2024	0 days	Tue 12/19/23	Tue 12/19/23
48	Erosion Control	180 days	Tue 12/19/23	Thu 8/29/24
49	Tree protection/ Temporary fence	180 days	Tue 12/19/23	Thu 8/29/24
50	Demo / Earthwork	127 days	Tue 12/19/23	Fri 6/14/24
51	Storm Sewer Submittals from Sub	10 days	Fri 4/12/24	Thu 4/25/24
52	Storm Submittal Review	10 days	Fri 4/26/24	Thu 5/9/24
53	Storm Material Lead Time	20 days	Fri 5/10/24	Fri 6/7/24
54	Utilities - Storm Sewer	43 days	Mon 6/10/24	Thu 8/8/24
55	Paving and Firelane with Lime	65 days	Tue 7/9/24	Tue 10/8/24
56	Electrical	125 days	Fri 3/1/24	Mon 8/26/24
57	Irrigation Sleeving	20 days	Fri 3/1/24	Thu 3/28/24
58	GMP # 1 Substantial Completion - 09 SEPT 2024	5 days	Wed 10/9/24	Tue 10/15/24
59	GMP # 1 Punchlist Completion	15 days	Wed 10/16/24	Tue 11/5/24
60	GMP # 1 Final Completion/Town Acceptance 01 OCT 2(	1 day	Wed 11/6/24	Wed 11/6/24
61	**GMP # 2 Activities**	**403 days?**	**Tue 5/28/24**	**Tue 12/30/25**
62	Council Approval Delay	0 days	Tue 5/28/24	Tue 5/28/24
63	Erosion Control	200 days	Thu 10/17/24	Thu 7/31/25
64	Tree Protection/ Temporary Fence	115 days	Thu 10/17/24	Tue 4/1/25
65	GMP #2 Construction Work	360 days	Wed 5/29/24	Mon 10/27/25
66	Electrical (Long Lead Items from GMP # 01)	115 days	Thu 10/17/24	Tue 4/1/25
67	Site Concrete	281 days	Thu 6/27/24	Tue 8/5/25
68	Limestone Block walls	80 days?	Thu 3/27/25	Fri 7/18/25
69	Pickleball Courts	120 days?	Fri 5/16/25	Tue 11/4/25
70	Moisture Conditioning @ Pickleball	56 days?	Thu 2/27/25	Thu 5/15/25
71	Fabric Shade Structure Foundations	37 days?	Thu 3/20/25	Fri 5/9/25
72	Fence Posts	27 days?	Thu 2/27/25	Fri 4/4/25
73	Fence	30 days	Mon 4/7/25	Fri 5/16/25
74	Backstop Nets Posts	12 days?	Thu 3/13/25	Fri 3/28/25
75	Backstop Nets	20 days	Mon 3/31/25	Fri 4/25/25
76	Bleacher Shade Structures	100 days?	Fri 3/14/25	Mon 8/4/25
77	Dugout Metal Roofs	40 days?	Thu 4/24/25	Thu 6/19/25
78	Entry Gateways	20 days?	Thu 5/22/25	Thu 6/19/25
79	Coit Road Monument Signs	20 days?	Thu 5/29/25	Wed 6/25/25
80	Restroom Concession Building	190 days	Tue 11/19/24	Tue 8/19/25
81	Aluminum Bleacher Seating	20 days	Fri 7/18/25	Thu 8/14/25
82	Parking Lot Striping	10 days?	Thu 8/14/25	Wed 8/27/25
83	**Tennis Courts add**	**180 days**	**Mon 2/24/25**	**Wed 11/5/25**
84	Tennis courts Moisture conditioning	56 days	Thu 2/27/25	Thu 5/15/25
85	Tennis courts	119 days	Fri 5/16/25	Mon 11/3/25
86	**Trail Expansion**	**241 days**	**Thu 11/14/24**	**Mon 10/27/25**
87	Notice to Proceed	1 day	Tue 12/17/24	Tue 12/17/24
88	Design Stage	56 days	Thu 11/14/24	Wed 2/5/25
89	Trail Construction	30 days	Thu 7/17/25	Wed 8/27/25
90	Low water crossings	30 days	Thu 7/17/25	Wed 8/27/25
91	Order Bridge	148 days	Fri 1/31/25	Thu 8/28/25
92	Install Piers	30 days	Mon 4/7/25	Fri 5/16/25

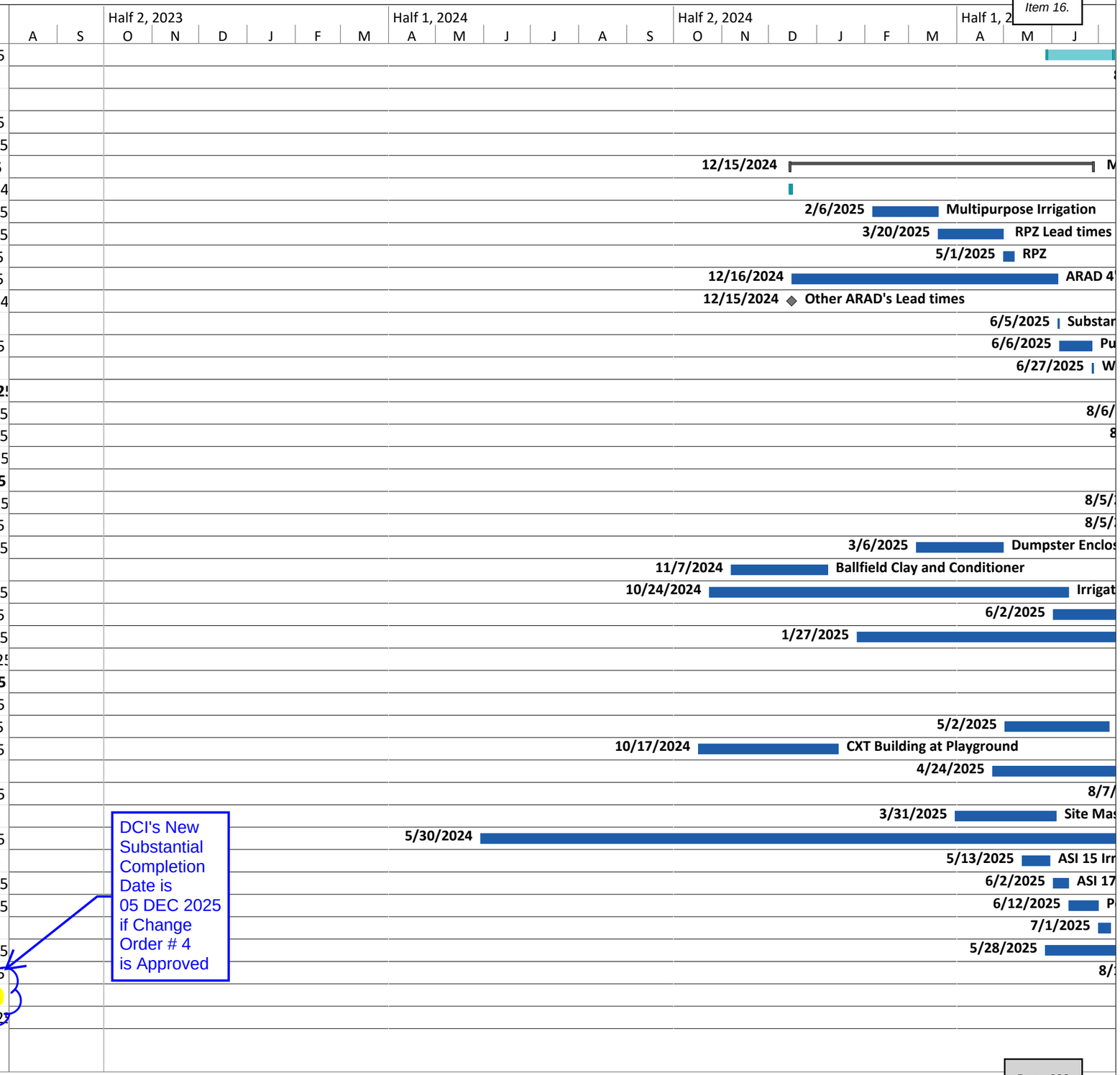


Town of Prosper - Raymond Community Park - Master Project Schedule - GMP #s 1 and 2

Updated on 09 MAR 2024
Printed on Wed 8/27/25

Item 16.

ID	Description	Biz Days	Start	Finish
93	Install Abuttments	30 days	Thu 5/29/25	Thu 7/10/25
94	Install Bridge	1 day	Fri 8/29/25	Fri 8/29/25
95	Substantial Completion	1 day	Tue 9/2/25	Tue 9/2/25
96	Punchlist	15 days	Wed 9/3/25	Tue 9/23/25
97	Walkthrough	1 day	Wed 9/24/25	Wed 9/24/25
98	**Multipurpose Irrigation/Purple pipe**	**137 days**	**Sun 12/15/24**	**Fri 6/27/25**
99	Notice to proceed	1 day	Sun 12/15/24	Sun 12/15/24
100	Multipurpose Irrigation	30 days	Thu 2/6/25	Wed 3/19/25
101	RPZ Lead times	30 days	Thu 3/20/25	Wed 4/30/25
102	RPZ	5 days	Thu 5/1/25	Wed 5/7/25
103	ARAD 4" Lead time	120 days	Mon 12/16/24	Wed 6/4/25
104	Other ARAD's Lead times	0 days	Sun 12/15/24	Sun 12/15/24
105	Substantial Completion	1 day	Thu 6/5/25	Thu 6/5/25
106	Punchlist	15 days	Fri 6/6/25	Thu 6/26/25
107	Walkthrough	1 day	Fri 6/27/25	Fri 6/27/25
108	**Multipurpose lighting added 7/10/25**	**65 days?**	**Wed 7/23/25**	**Wed 10/22/25**
109	Underground	14 days?	Wed 8/6/25	Mon 8/25/25
110	Pole bases	14 days?	Tue 8/26/25	Mon 9/15/25
111	Pole setting (12 week lead time)	1 day?	Tue 10/21/25	Tue 10/21/25
112	**Irrigation Changes 7/10/25**	**58 days?**	**Tue 8/5/25**	**Fri 10/24/25**
113	New meters (10 week lead time)	50 days?	Tue 8/5/25	Tue 10/14/25
114	New RPZ's and irrigation changes (8 week lead time)	45 days?	Tue 8/5/25	Tue 10/7/25
115	Dumpster Enclosure	40 days?	Thu 3/6/25	Wed 4/30/25
116	Ballfield Clay and Conditioner	40 days?	Thu 11/7/24	Tue 1/7/25
117	Irrigation System with Town Water	160 days	Thu 10/24/24	Wed 6/11/25
118	Landscape	80 days	Mon 6/2/25	Tue 9/23/25
119	Fine Grade	180 days?	Mon 1/27/25	Wed 10/8/25
120	**Irrigation main lines ready for well system**	14 days?	Wed 10/22/25	Mon 11/10/25
121	**Turf Establishment edited 8/27/2025 (Change order #**	**30 days?**	**Wed 10/22/25**	**Thu 12/4/25**
122	All Sod no hydromulch	30 days?	Wed 10/22/25	Thu 12/4/25
123	Playground	45 days?	Fri 5/2/25	Mon 7/7/25
124	CXT Building at Playground	60 days?	Thu 10/17/24	Tue 1/14/25
125	Handrails/Guardrails	80 days?	Thu 4/24/25	Fri 8/15/25
126	Site Amenities	56 days	Thu 8/7/25	Fri 10/24/25
127	Site Masonry	46 days?	Mon 3/31/25	Tue 6/3/25
128	Construction Layout	358 days?	Thu 5/30/24	Fri 10/24/25
129	ASI 15 Irrigation changes	13 days	Tue 5/13/25	Fri 5/30/25
130	ASI 17 Irrigation changes	8 days	Mon 6/2/25	Wed 6/11/25
131	Pedestrian Poles Bid alt gmp 1 alt 2.0	13 days	Thu 6/12/25	Mon 6/30/25
132	Monument Sign bid alt gmp 2 alt 2.10	5 days	Tue 7/1/25	Tue 7/8/25
133	Rain Delay	58 days	Wed 5/28/25	Mon 8/18/25
134	Owner's Weather Float	32 days?	Tue 8/19/25	Thu 10/2/25
135	GMP # 2 Substantial Completion	1 day	Fri 12/5/25	Fri 12/5/25
136	GMP # 2 Punchlist Completion	15 days	Mon 12/8/25	Mon 12/29/25
137	GMP # 2 Final Completion/Town Acceptance	1 day	Tue 12/30/25	Tue 12/30/25



DCI's New Substantial Completion Date is 05 DEC 2025 if Change Order # 4 is Approved

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)* Raymond Community Park Prosper, TX	**CONTRACT INFORMATION:** Contract For: General Construction Date: November 23, 2022	**CHANGE ORDER INFORMATION:** Change Order Number: 04 Date: October 15, 2025
OWNER: *(Name and address)* Town of Prosper 250 W First Street Prosper, TX 75078	**ARCHITECT:** *(Name and address)* Dunaway 550 Bailey Ave, #400 Fort Worth, TX 76107	**CONTRACTOR:** *(Name and address)* Dean Electric, Inc. dba Dean Construction 701 Hall Street Cedar Hill, TX 75104

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Change the Contract Sum from $21,726,473.00 to $22,230,673.00.
The Scope of Work is modified as shown in the attached DCI PCR 042A dated 22 JUL 25 and
DCI PCR 046 dated 08 SEP 25.

The original Guaranteed Maximum Price was	$	17,906,950.00
The net change by previously authorized Change Orders	$	3,819,523.00
The Guaranteed Maximum Price prior to this Change Order was	$	21,726,473.00
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	$	504,200.00
The new Guaranteed Maximum Price including this Change Order will be	$	22,230,673.00

The Contract Time will be increased by thirty (30) days.
The new date of Substantial Completion will be increased to December 05, 2025 until a subsequent Change Order modifies it. See Contract Schedule attached which supersedes previous schedules.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Dunaway **ARCHITECT** *(Firm name)*	Dean Electric, Inc. dba Dean Construction **CONTRACTOR** *(Firm name)*	Town of Prosper **OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Arron Law, Team Leader **PRINTED NAME AND TITLE**	Tyler Firebaugh, Vice President **PRINTED NAME AND TITLE**	Mario Canizares, Town Manager **PRINTED NAME AND TITLE**
9/15/2025 **DATE**	9/15/2025 **DATE**	**DATE**

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User Notes: (3B9AD

CO # 04 - CMAR's Cost + Fees and Owner's Contingency inside the GMP

Item #	Description	Subtotal	Total	Comments
CMAR's Current Contract Sum			**21,726,473**	**Total Matches Executed CO # 03**
1.00	Full Sod in All Locations in lieu of Hydromulch	353,128.79		12 SEP 2025 PCR 42.A (Final PRC Amount after Validation)
2.00	Full Sod Contingency *inside the GMP*	52,969.00		Unforeseeable Conditions (Weather, etc.)
	Subtotal Full Sod Option	**406,097.79**		
1.00	Irrigation Lines to Prepare for Well Installation	81,751.79		15 SEP 2025 PCR 46 (Final PRC Amount after Validation)
2.00	Owner's Irrigation Lines Contingency *inside the GMP*	16,350.00		Unforeseeable Conditions (Soils, Rain, etc.)
Subtotal Irrigation Lines for Well Preparation		**98,101.79**		
	Proposed CO # 04 Total & CMAR's New Contract Sum after CO #34	**504,200**	**22,230,673**	**Totals Rounded to Match CO #04**

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PPV 12 SEP 2025:
We have validated the costs shown in this PCR.

Ready for DWY and City review and approval.

Proposed Change Request 42A

PPV 12 SEP:
Works out to 0.15/SF credit, which is reasonable.

PROJECT: RAYN[illegible] - GMP 2

DATE	DESCRIPTION	SUBCONTRACTOR	AMOUNT
9/11/2025	Credit for hydromulch (7S3,3S9 SF)	Dean Construction	-$113,24S.00
9/11/2025	Replacement of hydromulch with Common Bermuda Sod	Dean Construction	$399,280.27
	Subtotal		$286,03S.27
9/11/202S	15% markup	Dean Construction	$42,905.29
9/11/202S	General Conditions/Insurance - 4.73S%	Dean Construction	$15,S75.34
9/11/202S	Fee - 2.50%	Dean Construction	$8,612.90
TOTAL			$353,128.79

PPV 12 SEP:
As a note to 3rd party reviewers, DCI is performing the work as the subcontractor. As such, PPV can validate that the market value of the OH&P for a landscaper for this scope of work would be at least 15%, based on our market data.

PPV 12 SEP:
These markups are per the original Agreement. GTG.

PPV 12 SEP:
$0.53/SF for this common Bermuda sod is reasonable based on PPV's historic data.

See confirmation of deduct from Tiff 419 attached.

GTG.

PPV 12 SEP:
We appreciate the $18,600.84 savings over the earlier Tiff 419 proposal.

Nice work, team.

City Acknowledgement:	Kurt Beilharz	Date: 09/15/2025
Architect Acknowledgement:		Date: 09/12/2025
Contractor Acknowledgment:		9/11/202S

Kirsten

From: randall price <randy@tritexgrass.com>
Sent: Friday, September 12, 2025 12:10 PM
To: Tyler
Cc: Kirsten
Subject: Re: Common vs 419

Good Afternoon Tyler,

You are correct. There is a $0.02 price variation between the TifWay419 and the Common Bermudagrass. Let me know when you are ready!

Respectfully,

Randy Price
Super Sod
817-243-2363

On Sep 12, 2025, at 11:19 AM, Tyler <Tyler@dean-construction.com> wrote:

Randy,

I know we talked about it on the phone but can you confirm that the 419 is .02 more than common? The consultant just needs some kind of back up documentation.

Thank you,

Tyler Firebaugh
Vice President/Project Manager
<image001.png>
Office 972-291-7153
Cell 214-762-1408
tyler@dean-construction.com

Request for Information

From:	Dean Electric Inc. dba Dean Construction 701 Hall Street Cedar Hill, TX 75104
To:	Dunaway- Arron Law 550 Bailey Ave, #400 Fort Worth, TX

Project:	Raymond Community Park 2101E First Street Prosper, TX	RFI No. Date Requested Reply Date	68 9/11/2025 9/18/2025

RFI Description: Fully describe the question or type of information request.

Can you please confirm the locations and types of sod listed below are acceptable?
Kurt confirmed on our call today all hydromulch (not including ballfields – which will be TifTuf Sod & Multi-purpose Fields – which will be Tif419), is requested to be changed to Common Bermudagrass.

✓ PCR08 – Ballfields are TifTuf: PREVIOUSLY APPROVED
✓ PCR36 – Multi-Purpose Fields are Tif419: PREVIOUSLY APPROVED
✓ PCR42A – Update reference to Tif419 to denote Common Bermudagrass & price / resend for approval

Reference Attachments (if applicable):

Sender's Recommendation: Fully describe the possible corrections and any cost/schedule changes associated.

Yes, the above information is correct ✓ and the town confirms. ✓ They would like to proceed with all additional hydromulch not including the multi-use area or ballfield area to have common bermudagrass sod. Common Bermudagrass SOD spec sheet to be submit for approval. APL 09/11/2025

Receiver's Reply: Provide answer to RFI, including cost or schedule considerations.

PPV 15 SEP 2025:
Based on the new information provided, we can validated the costs shown in this PCO now.

Ready for DWY and ToP review and approval.

Proposed Change Request 46

PPV 15 SEP: This subcontractor cost has been validated now.

PROJECT: RAYMOND COMMUNITY PARK - GM

DATE	DESCRIPTION		AMOUNT
9/8/2025	ASI 20 - Irrigation Add	Firefighters Landscape	$76,152.04
7/10/2025	General Conditions/Insurance - 4.735%	Dean Construction	$3,605.80
7/10/2025	Fee - 2.50%	Dean Construction	$1,993.95
TOTAL			$81,751.79

PPV 15 SEP: These markups are per the original Agreement. GTG.

PPV 12 SEP: We appreciate the $11,239.89 savings over the earlier REV 01 proposal.

Nice work, team.

City Acknowledgement: Kurt Beilharz	Date: 9/15/2025
Architect Acknowledgement:	Date: 9/15/2025
Contractor Acknowledgment:	Date: 9/15/2025

$92,991.68

Firefighter's Landscape & Design L.L.C.
822 E State Highway 121
Lewisville, TX 75057 US
+12145920009

ADDRESS
Dean Construction

SHIP TO
Dean Construction

Estimate 25-612

Date 09/12/2025

Expiration 10/12/2025

DESCRIPTION	QTY	RATE	AMOUNT
Change Request Raymond Park - ASI#20 - Mainline - Revised with backup	1	0.00	0.00
Lump Sum - This Estimate or Invoice as stated at the top of this document is representative of a LUMP SUM CONTRACT. ALL billing will be based on lump sum contract guidelines.	1	0.00	0.00
Irrigation in Texas is regulated by the Texas Commission on Environmental Quality TCEQ MC-178 P.O. Box 13087, Austin, Texas 78711-3087	1	0.00	0.00
*** Gate Valves***			
4" Gate valve Leemco	3	773.92	2,321.76
Gate Valve pipe Restraints	6	342.44	2,054.64
Valve Box - Jumbo Highline	3	102.28	306.84
Valve Box Lid NP - Highline	3	66.35	199.05
		Subtotal:	4,882.29
*** Pipe***			
4" - Mainline Gasket - East fields	1,030	2.43	2,502.90
4" - Mainline Gasket - Baseball fields	340	2.43	826.20
4" - Mainline Gasket - West fields	1,260	2.43	3,061.80
4" - Ductile fittings with thrust blocks - 45 degree, 90 degree, "T's"	1	24,306.85	24,306.85
4" - Ductile fittings - 90 degree	8	122.09	976.72
Pipe Restraints	16	342.44	5,479.04
4" - Ductile fittings- "T"	3	196.40	589.20
Pipe Restraints	6	342.44	2,054.64
4" - Ductile fittings- 45 Degree	20	125.04	2,500.80
Pipe Restraints	40	342.44	13,697.60
		Subtotal:	55,995.75

PPV 15 SEP: These material unit costs have been validated by PPV.

PPV 15 SEP: 31 cast-in-place concrete thrust blocks w/fittings at ~ $ 784/EA is reasonable.

DESCRIPTION	QTY	RATE	AMOUNT
POC			
Connection into existing mainline and flushing system	1	1,750.00	1,750.00
Labor -Laborer	16	35.00	560.00
Labor - Irrigator/foreman	8	45.00	360.00
Labor Equipment - per day	0.50	250.00	125.00
Testing all zone downstream for no debris	16	35.00	560.00
Parts	1	250.00	250.00
			Subtotal: 3,605.00
*** Mainline Bore- East Approach***			
6" Bore for east field mainline ($37 a LF + $2,500 Mobilization)	35	108.4285714	3,795.00
			Subtotal: 3,795.00
Profit and over head 10%	1	7,874.00	7,874.00
		SUBTOTAL	76,152.04
		TAX (0%)	0.00
		TOTAL	$76,152.04

PPV 15 SEP: Subcontractor OH&P is per contract. GTG.

PPV 15 SEP: Labor & equipment rates & hours shown are reasonable, based on PPV's historic data.

Accepted By

Accepted Date

TOWN OF PROSPER, TEXAS
PARKS AND RECREATION DEPARTMENT

July 14, 2025

ASI#20 – Irrigation Changes

Raymond Community Park Phase 1

To: All Plan Holders of Record

From: Town of Prosper – Parks and Recreation Department (Kurt Beilharz) & Dunaway Associates (Arron Law)

This Proposal Request modifies, amends, deletes, and/or adds to the Drawings and Project Manual as follows:

The following items are noted for clarification and information:

1. L5.00 – Overall Irrigation Plan
   - Irrigation Schedule updated
   - Pumps and mainline updates

2. L5.01 – Irrigation Plan – Area 1
   - Added note for disconnection of 4" meter
   - Show mainline disconnect in air gap valve box
   - Lateral line connection from spray valve #3 to shrub bed valve #5. (RFI 063)

3. L5.02 – Irrigation Plan – Area 2
   - Added note for disconnection of 4" meter
   - Sow mainline disconnect in air gap valve box

4. L5.03 – Irrigation Plan – Area 3
   - Added note for disconnection of 4" meter
   - Sow mainline disconnect in air gap valve box

5. L5.08 – Irrigation Plan – Area 8
   - Add irrigation mainline and sleeve for new north pump location

6. L5.09 – Irrigation Plan – Area 9
   - Add irrigation mainline and sleeve for new north pump location

7. L5.10 – Irrigation Plan – Area 10
   - Add irrigation mainline for new north pump location

8. L5.11 – Irrigation Plan – Area 11
   - Add irrigation mainline for new north pump location

9. L5.12 - Irrigation Plan – Area 12
   - Add irrigation mainline for new north pump location

10. L5.14 – Irrigation Plan – Area 14
    - Add irrigation mainline for new north pump location

11. L5.15 – Irrigation Plan – Area 15
    - Updated viewport area to exclude pump area so that it could be shown on one whole sheet (Sheet L5.18)
    - Add irrigation mainline for new north pump location

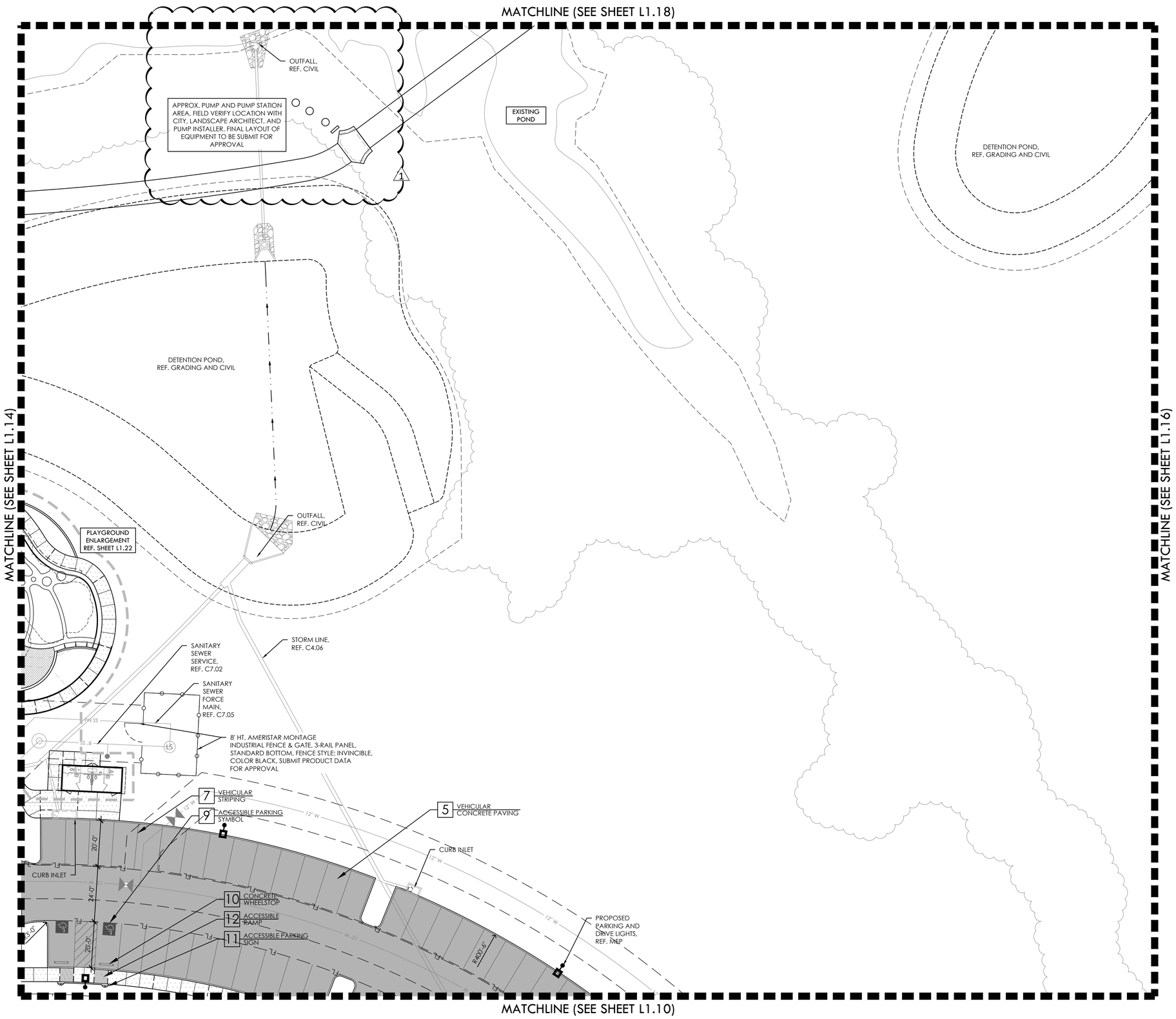
12. L5.17 – Irrigation Plan – Area 17
    - Removed mainline that fed old pump location

13. L5.18 – Irrigation Plan – Area 18
    - Updated viewport area to include all pump/well equipment
    - Added pumps, equipment, updated locations and added/updated notes

Notes:

1. Pump mainline for south east irrigation, approx. additional 1,165 lf of 4" mainline.
2. Pump mainline for south west irrigation, approx. additional 1,237 lf of 4" mainline.
3. Pump mainline for remining field & site irrigation, approx. additional 300 lf of 4" mainline
4. Pump mainline sleeve for sough west irrigation approx. 61 lf for 4" mainline.
5. Removal of 4" mainline from north west side to old pump location, approx. reduction of 4" 576 of 4" mainline.

END OF ASI#20



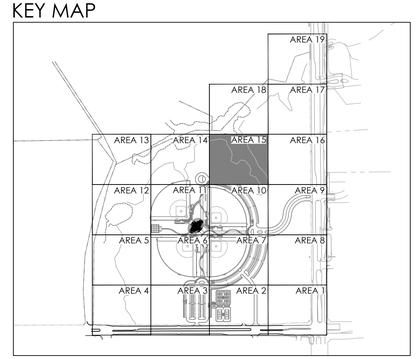
LEGEND

- PROPERTY LINE
- ENLARGEMENTS
- EXISTING FENCE LINE
- EXISTING OVERHEAD ELECTRIC — EX - OH
- EXISTING WATER — EX - W
- EXISTING FIBER OPTIC LINE — EX - FO
- FIRE LANE STRIPING — FL
- EXISTING CONCRETE CURB
- EXISTING FIRE HYDRANT
- EXISTING STORM DRAIN INLET
- EXISTING POWER POLE
- TEMPORARY BENCHMARK LOCATION (TBM)
- EXISTING TREE TO REMAIN

CONSTRUCTION KEY

SYM.	KEY	DESCRIPTION	DETAIL NO:	DETAIL SHEET:	PACKAGE:
	1	PEDESTRIAN CONCRETE PAVING	A	L3.01	BP#2
	2	ENHANCED CONCRETE PAVING	A	L3.01	BP#2
	3	CONTROL JOINT	B	L3.01	BP#2
	4	EXPANSION JOINT	D	L3.01	BP#2
	5	VEHICULAR CONCRETE PAVING	REF. CIVIL		BP#1
	6	CONCRETE CURB & GUTTER	REF. CIVIL		BP#1
	7	VEHICULAR STRIPING	B	L3.02	BP#2
	8	REMOVABLE BOLLARD	REF. SPECS		BP#2
	9	ACCESSIBLE PARKING SYMBOL	C	L3.02	BP#2
	10	CONCRETE WHEELSTOP	E	L3.02	BP#2
	11	ACCESSIBLE PARKING SIGN	A	L3.02	BP#2
	12	ACCESSIBLE RAMP	G	L3.02	BP#2
	14	ACCESSIBLE RAMP W/ HANDRAIL	F	L3.02	BP#2
	15	MONUMENT SIGN	C	L3.11	BP#2
	16	CONCRETE MOW STRIP	D	L3.02	BP#2
	17	PERIMETER ENTRY GATE	F	L3.03	BP#2
	18	8' HT. CHAINLINK FENCE W/ MOW STRIP	C	L3.04	BP#2
	19	MAINTENANCE GATE	D	L3.04	BP#2
	20	QUARRY BLOCK RET. WALL	F	L3.13	BP#2
	21	QUARRY BLOCK BENCH	B & C	L3.03	BP#2
	22	BATTING CAGES	A & B	L3.09	BP#2
	23	CONCRETE FLUME AT BALLFIELD	C	L3.14	BP#2
	24	DETECTABLE WARNING CAST IN PLACE PLATES		C8.04	BP#2
	25	ENTRY GATEWAY	A	L3.11	BP#2
	26	BALLFIELD SCOREBOARD	REF. MEP / SPECS		BP#2
	27	BALLFIELD LIGHT	REF. MEP		BP#2
	28	LANDSCAPE DRAIN: REF. CIVIL FOR CONNECTION	E	L3.10	BP#2
	29	LITTER RECEPTACLE	REF. SPECS		BP#2
	30	BARRIER RAIL	F	L3.13	BP#2
PA	31	PLANTING AREA	REF. PLANTING PLAN		BP#2

KEY MAP



NORTH

GRAPHIC SCALE
0 20 40
1 inch = 20'

REVISIONS		
NO.	DATE	DESCRIPTION
1.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

LAYOUT PLAN - AREA 15

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-11756)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

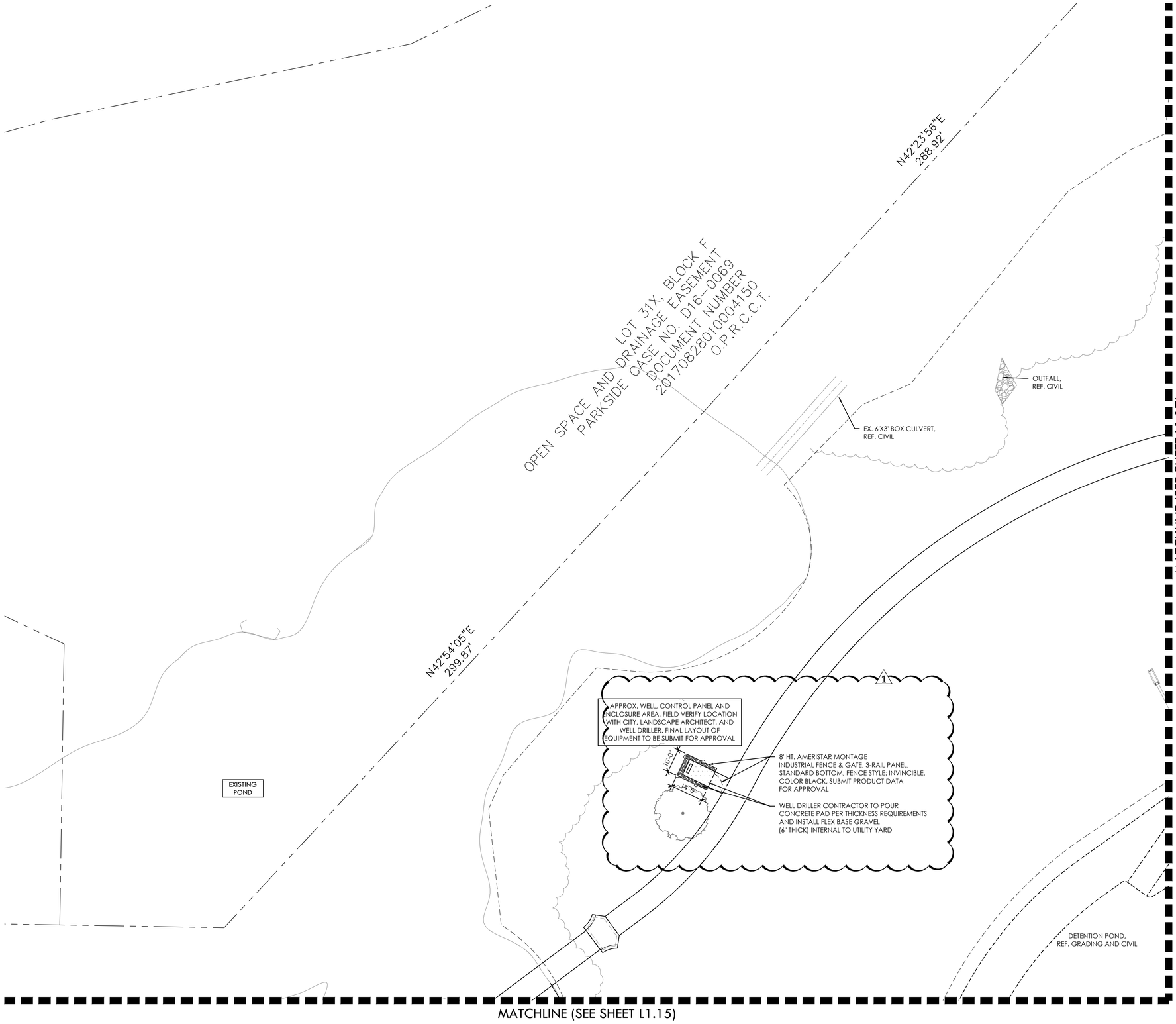
REGISTERED LANDSCAPE ARCHITECT
AARON P. LAU
3367
STATE OF TEXAS
04/02/2025

JOB NO.	7691.001
DESIGNED BY:	APL
DRAWN BY:	AAL
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L1.15

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\2076\7691.001\PLA\Drawings\Plot Sheets\7691-Layout Plan

FILENAME: 7691-Layout Plan.dwg
PLOTTED BY: Aaron Lau
PLOTTED ON: Tuesday, July 22, 2025



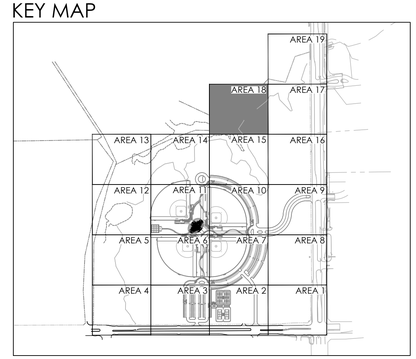
LEGEND

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- ENLARGEMENTS
- EXISTING FENCE LINE
- EXISTING OVERHEAD ELECTRIC — EX - OH
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- EXISTING FIBER OPTIC LINE — EX - FO
- FIRE LANE STRIPING — FL
- EXISTING CONCRETE CURB
- EXISTING FIRE HYDRANT
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CONSTRUCTION KEY

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	7	VEHICULAR STRIPING	B	L3.02	BP#2
	8	REMOVABLE BOLLARD	REF. SPECS		BP#2
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	10	CONCRETE WHEELSTOP	E	L3.02	BP#2
	11	ACCESSIBLE PARKING SIGN	A	L3.02	BP#2
	12	ACCESSIBLE RAMP	G	L3.02	BP#2
	14	ACCESSIBLE RAMP W/ HANDRAIL	F	L3.02	BP#2
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	29	LITTER RECEPTACLE	REF. SPECS		BP#2
	30	BARRIER RAIL	F	L3.13	BP#2
PA	31	PLANTING AREA	REF. PLANTING PLAN		BP#2

KEY MAP



NORTH

GRAPHIC SCALE
0 20 40
1 inch = 20'

NO.	DATE	REVISIONS DESCRIPTION
1.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

LAYOUT PLAN - AREA 18

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

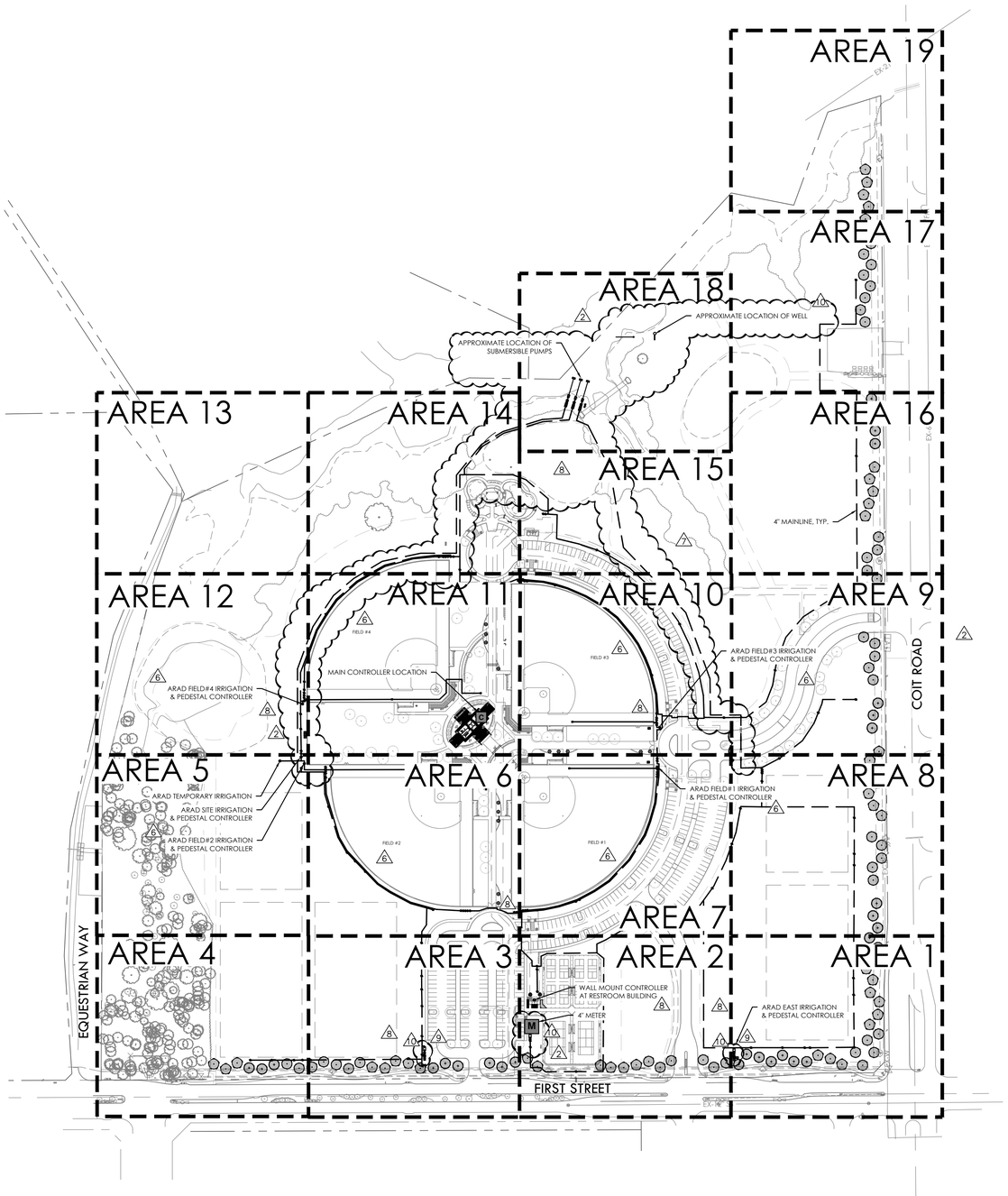
DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG: F-11756)

REGISTERED LANDSCAPE ARCHITECT
ARRON D. ANK
3367
STATE OF TEXAS
04/02/2025

JOB NO.	7691.001
DESIGNED BY:	APL
DRAWN BY:	AAL
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L1.18

BID PACKAGE #2
BID PACKAGE #1

FULL PATH: P:\2070\00\7691.001\LPA\Drawings\Plot Sheets\7691-Layout Plan
FILENAME: 7691-Layout Plan.dwg
PLOTTED BY: Aaron Lee
PLOTTED ON: Tuesday, July 22, 2025



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
2Q 2H 4Q 4H 6Q 6H	SPRAY: HUNTER PROS-06/012-PRS30-R SR SERIES SPRAY, 30 PSI REGULATED POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 12" POP UP IN ALL SHRUB PLANTING AREAS, INSTALL 4" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
ES LCS RCS CS SS	SPRAY: HUNTER PROS-06/012-PRS30-R STRIP SERIES SPRAY, 30 PSI REGULATED POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 12" POP UP IN ALL SHRUB PLANTING AREAS, INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
Q H F	SPRAY: HUNTER PROS-06/012-PRS30-R 5 SERIES SPRAY, 30 PSI REGULATED POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 12" POP UP IN ALL SHRUB PLANTING AREAS, INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
Q T H F	SPRAY: HUNTER PROS-06/012-PRS30-R 8 SERIES SPRAY, 30 PSI REGULATED POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 12" POP UP IN ALL SHRUB PLANTING AREAS, INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
Q T H F	SPRAY: HUNTER PROS-06/012-PRS30-R 10 SERIES SPRAY, 30 PSI REGULATED POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 12" POP UP IN ALL SHRUB PLANTING AREAS, INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
Q T H TQ F	SPRAY: HUNTER PROS-06/012-PRS30-R 12 SERIES SPRAY, 30 PSI REGULATED POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 12" POP UP IN ALL SHRUB PLANTING AREAS, INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
Q T H TQ F	SPRAY: HUNTER PROS-06/012-PRS30-R 15 SERIES SPRAY, 30 PSI REGULATED POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 12" POP UP IN ALL SHRUB PLANTING AREAS, INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
Q H	SPRAY: HUNTER PROS-06/012-PRS30-R 17 SERIES SPRAY, 30 PSI REGULATED POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 12" POP UP IN ALL SHRUB PLANTING AREAS, INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
4 6 8 10 12 15 17	SPRAY: HUNTER PROS-06/012-PRS30-R ADJ SERIES SPRAY, 30 PSI REGULATED POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 12" POP UP IN ALL SHRUB PLANTING AREAS, INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
25Q 50Q 50H 10H 10F 20F	BUBBLER: HUNTER PROS-04-CV-R-MSBN MULTI-STREAM BUBBLER, 4IN. POP-UP, FACTORY INSTALLED DRAIN CHECK VALVE, RECLAIMED BODY CAP, 25=.25GPM, 50=0.5GPM, 10=1.0GPM, 20=2.0GPM. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
35	HUNTER I-40-06-SS 08 TURF ROTOR, 6IN. POP-UP. ADJUSTABLE TO FULL CIRCLE. DRAIN CHECK VALVE, STAINLESS STEEL RISER, 1IN. FEMALE NPT INLET THREADS, STANDARD NOZZLE. INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
25	HUNTER I-40-06-SS 25 TURF ROTOR, 6IN. POP-UP. ADJUSTABLE TO FULL CIRCLE. DRAIN CHECK VALVE, STAINLESS STEEL RISER, 1IN. FEMALE NPT INLET THREADS, STANDARD NOZZLE. INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
1.5	ROTOR: HUNTER I-20-06-R 1.5 TURF ROTOR, 6IN. POP-UP. ADJUSTABLE AND FULL CIRCLE. PLASTIC RISER. DRAIN CHECK VALVE. STANDARD NOZZLE. INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
3.0	ROTOR: HUNTER I-20-06-R 3.0 TURF ROTOR, 6IN. POP-UP. ADJUSTABLE AND FULL CIRCLE. PLASTIC RISER. DRAIN CHECK VALVE. STANDARD NOZZLE. INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
4.0	ROTOR: HUNTER I-20-06-R 4.0 TURF ROTOR, 6IN. POP-UP. ADJUSTABLE AND FULL CIRCLE. PLASTIC RISER. DRAIN CHECK VALVE. STANDARD NOZZLE. INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
8.0	ROTOR: HUNTER I-20-06-R 8.0 TURF ROTOR, 6IN. POP-UP. ADJUSTABLE AND FULL CIRCLE. PLASTIC RISER. DRAIN CHECK VALVE. STANDARD NOZZLE. INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	CONTROL VALVE: HUNTER ICV-R 1-1/2" 1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC REMOTE CONTROL VALVES, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. INSTALL IN VALVE BOX WITH PURPLE LID FOR NON-POTABLE USE.
	QUICK COUPLER: RAIN BIRD 5-NP 1" 1IN. BRASS QUICK-COUPLING VALVE, WITH CORROSION-RESISTANT STAINLESS STEEL SPRING, LOCKING NON-POTABLE PURPLE RUBBER COVER, AND 1-PIECE BODY. INSTALL QUICK COUPLERS ON FIELDS, QTY-4, IN 10" ROUND VAVLE BOXES. CONTROL QUICK COUPLERS THROUGH PHONE APP. INSTALL IN VALVE BOX WITH PURPLE LID FOR NON-POTABLE USE.
	BALL VAVLE: LASCO INSTALL IN VALVE BOX WITH PURPLE LID FOR NON-POTABLE USE.
	GATE VALVE: LASCO BRASS INSTALL IN VALVE BOX WITH PURPLE LID FOR NON-POTABLE USE.

ARAD-L	MAIN ARAD: 4" FLOW METER/MASTER VALVE 4" PART# IS-BM-40 AC 1=100 INSTALL 6 WIRES (NO RED OR WHITE) COLOR 1: 2-SOLENOID COLOR 2: 2-DATA COLOR 3: 2-EXTRA INSTALL 12 GUAGE WIRE FROM ACE CONTROLLER TO POINT OF CONNECTION. INSTALL IN VALVE BOX WITH PURPLE LID FOR NON-POTABLE USE.
ARAD-S	SUB ARAD: 3" FLOW METER/MASTER VALVE 3" PART# IS-BM-30 AC 1=10 INSTALL 6 WIRES (NO RED OR WHITE) COLOR 1: 2-SOLENOID COLOR 2: 2-DATA COLOR 3: 2-EXTRA INSTALL IN VALVE BOX WITH PURPLE LID FOR NON-POTABLE USE.
RPZ	RPZ BACKFLOW: FEBCO LF860-FS LARGE 4" REDUCED PRESSURE BACKFLOW PREVENTER
C	BALL FIELD CONTROLLERS: MOTOROLA IRRINET M EXTERIOR PEDESTAL MOUNT CONTROLLER WITH SURGE 12 STATION PART# IS-R1A-RU-SS
CF	BALL FIELD CONTROLLERS: MOTOROLA IRRINET M EXTERIOR PEDESTAL MOUNT CONTROLLER WITH SURGE 12 STATION PART# IS-R1A-RU-SS
CS	COMMON AREA SITE CONTROLLER: MOTOROLA IRRINET M EXTERNAL PEDESTAL MOUNT 48 STATION PART# IS-R4A-RU-SS
CM	MAIN CONTROLLER: MOTOROLA ACE INTERIOR WALL MOUNT CONTROLLER WITH SURGE 80 STATION PART# IS-A5A-IPU-RN-WS CONTROLLER CABINET 34"WIDE X 45" TALL X 10" DEEP CONTRACTOR TO COORDINATE DOOR HINGE SIDE WITH MANUFACTURER.
C-E	SOUTHEAST CONTROLLER: MOTOROLA IRRINET M EXTERIOR PEDESTAL MOUNT CONTROLLER WITH SURGE 36 STATION PART#IS-R3A-RU-SS
RF	RAIN/FREEZE SENSOR: HUNTER WRF-CLIK RAIN/FREEZE SENSOR, INSTALL WITHIN 1000 FT OF CONTROLLER. IN LINE OF SIGHT. 22-28 VAC/VDC 100 MA POWER FROM TIMER TRANSFORMER. MOUNT AS NOTED. INCLUDES GUTTER MOUNT.
P	BOOSTER PUMP - BASE BID INCONTROL 273 GPM AT 60 PSI BOOSTER 15 HP PUMP/MOTOR / SEE SHEET L5.24 MONSOON SERIES, APPROX 6' L X 3'-7" D X 6'H 480 VOLT/3 PHASE OR 240 VOLT/3 PHASE
SP1	SUBMERSIBLE PUMP - BID ALT 275 GPM AT 100 PSI BOOSTER / SEE SHEET L5.23 10 HP MAIN PUMP/MOTOR & 7.5 HP JOCKEY PUMP/MOTOR SUBMARINE TURBINE SERIES WITH SELF CLENAING FILTER APPROX 6' L X 4'W X 4' H 240 VOLT/3 PHASE
SP2	SUBMERSIBLE PUMP - BID ALT 275 GPM AT 100 PSI BOOSTER 10 HP MAIN PUMP/MOTOR & 7.5 HP JOCKEY PUMP/MOTOR SUBMARINE TURBINE SERIES WITH SELF CLENAING FILTER APPROX 6' L X 4'W X 4' H 240 VOLT/3 PHASE
SP3	SUBMERSIBLE PUMP - BID ALT 275 GPM AT 100 PSI BOOSTER 10 HP MAIN PUMP/MOTOR & 7.5 HP JOCKEY PUMP/MOTOR SUBMARINE TURBINE SERIES WITH SELF CLENAING FILTER APPROX 6' L X 4'W X 4' H 240 VOLT/3 PHASE
4"M	WATER METER 4" STATIC PRESSURE OF 80 PSI AT METER PROVIDED BY THE CITY ON 9/7/2023.
4"M	WATER METER 4" STATIC PRESSURE OF 80 PSI AT METER PROVIDED BY THE CITY ON 9/7/2023.
4"M	POINT OF CONNECTION 4" STATIC PRESSURE OF 80 PSI AT METER PROVIDED BY THE CITY ON 9/7/2023.
POC	POINT OF CONNECTION 4"
POC	POINT OF CONNECTION 4"
POC	POINT OF CONNECTION 4"
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 1/2" INSTALL PURPLE PIPE FOR NON-POTABLE USE.
IRR-M IRR-SM	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 3/4" INSTALL PURPLE PIPE FOR NON-POTABLE USE.
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 1" INSTALL PURPLE PIPE FOR NON-POTABLE USE.
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 1 1/4" INSTALL PURPLE PIPE FOR NON-POTABLE USE.
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 1 1/2" INSTALL PURPLE PIPE FOR NON-POTABLE USE.
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 2" INSTALL PURPLE PIPE FOR NON-POTABLE USE.

NOTES:

1. **ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.**
2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

NORTH

GRAPHIC SCALE
0 150 300
1 inch = 150'

REVISIONS		
NO.	DATE	DESCRIPTION
6.	1/30/2025	ASI # 17 - IRRIGATION UPDATES
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES
9.	6/12/2025	RFI #59 - IRRIGATION BACKFLOW UPDATE
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

OVERALL IRRIGATION PLAN

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG: F-11756)

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.00

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\DOT\000s\7691\001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody, PLA
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.08)

MATCHLINE (SEE SHEET L5.02)

6

7 8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

10 DISCONNECT METER IN AIR GAP FOR CURRENT WELL USE. KEEP ALL EQUIPMENT IN PLACE FOR BACK UP WATER

9 24 SOUTHWEST VALVES TO BE CONNECTED TO NEW 'C-E' 36 STATION CONTROLLER

8 4" IRRIGATION METER WITH 4" SERVICE LINE, FOR SOUTHEAST IRRIGATION NEEDS

117 ROTOR E-8 1½"
117 ROTOR E-7 1½"
117 ROTOR E-6 1½"
47.9 SPRAY E-4 1½"
115 SPRAY E-3 1½"
117 ROTOR E-2 1½"
E-1 1½" 117 ROTOR
117 ROTOR E-5 1½"

IRR-M

FIRST STREET

COIT ROAD

PROVIDE TEMPORARY IRRIGATION UNTIL GRASS IS FULLY ESTABLISHED

EX-W EX-OH EX-T EX-12" SS EX-20" W

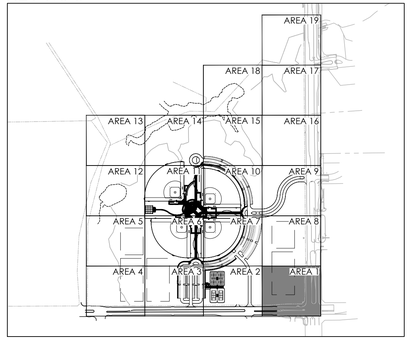
1 **NOTES:**
1. **ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.**
2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



NORTH

GRAPHIC SCALE
0 20 40
1 inch = 20'

2

REVISIONS

NO.	DATE	DESCRIPTION
6.	1/30/2025	ASI #17 - IRRIGATION UPDATES
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES
9.	6/12/2025	RFI #59 - IRRIGATION BACKFLOW UPDATE
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PLAN - AREA 1

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-11756)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.01

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\DFW\7691\7691.001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.07)

MATCHLINE (SEE SHEET L5.03)

MATCHLINE (SEE SHEET L5.01)

7 8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

TEMPORARY IRRIGATION IN LIMITS OF DISTURBANCE

7 83.9 1½" SPRAY

6 20.8 1½" ROTOR

4 104 1½" ROTOR

5 26.2 1½" SPRAY BEDS

IRRINET M, 12 STATION CONTROLLER MOUNTED ON INTERIOR OR EXTERIOR WALL AT RESTROOM BUILDING. CONTRACTOR TO COORDINATE POWER

4" IRRIGATION METER WITH 4" SERVICE LINE, FOR BACK UP WATER, REF. CIVIL

BOOSTER PUMP

DISCONNECT METER IN AIR GAP FOR CURRENT WELL USE. KEEP ALL EQUIPMENT IN PLACE FOR BACK UP WATER

1 101 1½" SPRAY

2 75.6 1½" ROTOR

3 68.9 1½" SPRAY

FIRST STREET

EXISTING IRRIGATION TO REMAIN, PROTECT IN PLACE

EXISTING IRRIGATION VALVE TO BE RELOCATED

EXISTING IRRIGATION TO BE ADJUSTED AS NECESSARY FOR NEW CONSTRUCTION

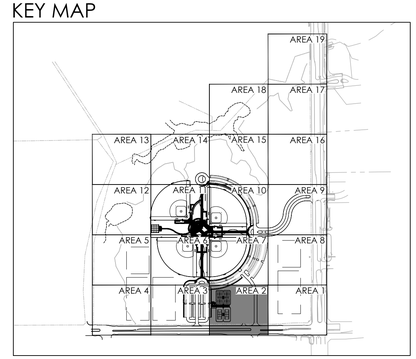
NOTES:
1. **ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.**
2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



NORTH

GRAPHIC SCALE
0 20 40
1 inch = 20'

REVISIONS

NO.	DATE	DESCRIPTION
3.	10/21/2024	PR #2.3 - IRRIGATION UPDATES
6.	1/30/2025	ASI #17 - IRRIGATION UPDATES
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PLAN - AREA 2

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-1116)

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.02

BID PACKAGE #2
BID PACKAGE #1

FULL PATH: P:\0076\00\7691\00\1PLA\Drawings\Plot Sheets\7691-Irrigation Plan
FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.06)

MATCHLINE (SEE SHEET L5.04)

MATCHLINE (SEE SHEET L5.02)

FIRST STREET

121 W-13 SPRAY 1½"

117 W-12 ROTOR 1½"

117 W-11 ROTOR 1½"

131 W-10 ROTOR 1½"

117 W-9 ROTOR 1½"

117 W-8 ROTOR 1½"

117 W-7 ROTOR 1½"

W-5 117 1½" ROTOR

W-6 94.4 1½" SPRAY

W-8A

W-8B

DISCONNECT METER IN AIR GAP FOR CURRENT WELL USE. KEEP ALL EQUIPMENT IN PLACE FOR BACK UP WATER

4" IRRIGATION METER WITH 4" SERVICE LINE, FOR SOUTHWEST IRRIGATION NEEDS

EXISTING IRRIGATION TO REMAIN, PROTECT IN PLACE

IRR-M

EX-W

EX-OH

EX-10" SS FM

EX-20" W

W SS

12" W

△7 △8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

△1

NOTES:

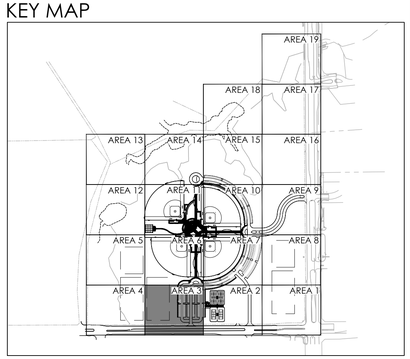
1. **ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.**
2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



△2

NORTH

GRAPHIC SCALE
0 20 40
1 inch = 20'

REVISIONS		
NO.	DATE	DESCRIPTION
6.	1/30/2025	ASI #17 - IRRIGATION UPDATES
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES
9.	6/12/2025	RFI #59 - IRRIGATION BACKFLOW UPDATE
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PLAN - AREA 3

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG: F-11756)

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.03

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\DOT\0001\7691\001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan
FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.05)

MATCHLINE (SEE SHEET L5.03)

2

7 8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

1

NOTES:

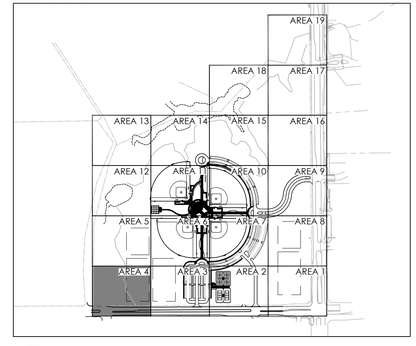
1. **ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.**
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BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



GRAPHIC SCALE
0 20 40
1 inch = 20'

NORTH

2

FIRST STREET

EXISTING IRRIGATION TO REMAIN, PROTECT IN PLACE

DRAINAGE EASEMENT INSTRUMENT NUMBER 20071119001273280 O.P.R.C.C.T.

35' X 50' DRAINAGE EASEMENT INSTRUMENT NUMBER 20071119001273280 O.P.R.C.C.T.

54 ROTOR W-1 1½"
81 ROTOR W-2 1½"
90 ROTOR W-3 1½"
71.1 SPRAY W-4 1½"

EX-10" SS FM
EX-W
EX-OH
EX-20" W

NO.	DATE	REVISIONS DESCRIPTION
1.	3/20/2024	GMP #2 Addendum No. 1
2.	8/16/2024	PR #2.2 - MULTI-USE FIELD/POND
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES

IRRIGATION PLAN - AREA 4

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG: F-11756)

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

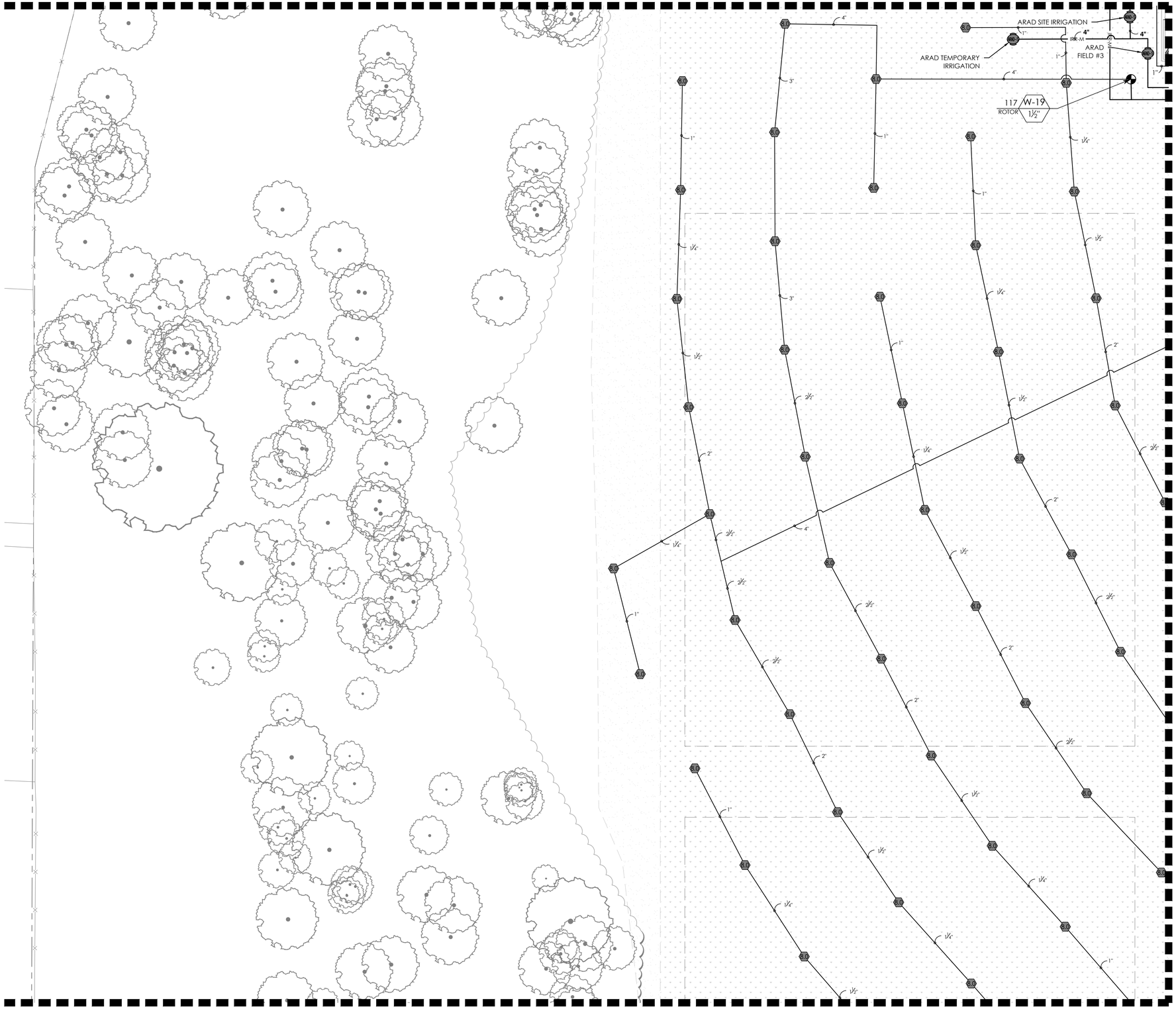
JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.04

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\2076\01\7691.001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan Area 4.dwg

PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.12)



MATCHLINE (SEE SHEET L5.06)

MATCHLINE (SEE SHEET L5.04)

△8 △7 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

△2

△1

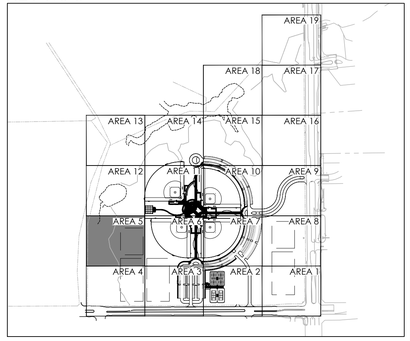
NOTES:
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2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



NORTH

GRAPHIC SCALE
0 20 40
1 inch = 20'

△2

REVISIONS

NO.	DATE	DESCRIPTION
1.	3/20/2024	GMP #2 Addendum No. 1
2.	8/16/2024	PR #2.2 - MULTI-USE FIELD/POND
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES

IRRIGATION PLAN - AREA 5

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG: F-1116)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.05

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\07\7691\7691.001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.11)

MATCHLINE (SEE SHEET L5.05)

MATCHLINE (SEE SHEET L5.07)

MATCHLINE (SEE SHEET L5.03)

FIELD #2

F2-1 105 1½" ROTOR BALLFIELD
F2-2 95.6 1½" ROTOR BALLFIELD
F2-3 71.7 1½" ROTOR BALLFIELD
F2-4 114 1½" ROTOR BALLFIELD
F2-5 120 1½" ROTOR BALLFIELD
W-18 117 1½" ROTOR
90 W-17 1½" ROTOR
117 W-16 1½" ROTOR
117 W-15 1½" ROTOR
35.5 W-14 1½" BUBBLER
F2-7 95.6 1½" ROTOR BALLFIELD
F2-6 64.8 1½" ROTOR BALLFIELD
F2-10 41.2 1½" ROTOR
F2-9 80.9 1½" ROTOR BALLFIELD
F2-8 95.6 1½" ROTOR BALLFIELD
105 F1-9 1½" ROTOR BALLFIELD
120 F1-8 1½" ROTOR BALLFIELD

IRR-SM
IRR-M

VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

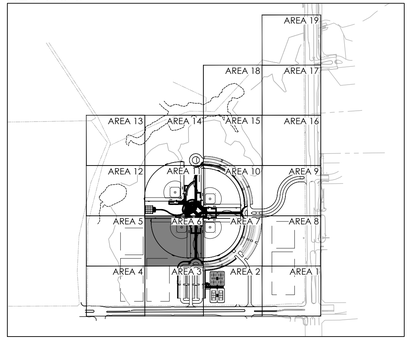
NOTES:
1. **ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.**
2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



NORTH

GRAPHIC SCALE
0 20 40
1 inch = 20'

REVISIONS		
NO.	DATE	DESCRIPTION
1.	3/20/2024	GMP#2 Addendum No. 1
2.	8/16/2024	PR #2.2 - MULTI-USE FIELD/POND
6.	1/30/2025	ASI #17 - IRRIGATION UPDATES
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES

IRRIGATION PLAN - AREA 6

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG: F-11756)

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.06

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\DFW\691\7691.001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.10)

MATCHLINE (SEE SHEET L5.06)

MATCHLINE (SEE SHEET L5.08)

MATCHLINE (SEE SHEET L5.02)

VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

FIELD #1

CONTROLLER FIELD#1

ARAD FIELD #1

CF

12 148 1½" SPRAY BEDS

11 103 1½" SPRAY

80.9 F1-1 1½" ROTOR BALLFIELD

71.7 F1-2 1½" ROTOR BALLFIELD

F1-3 71.7 1½" ROTOR BALLFIELD

F1-4 64.8 1½" ROTOR BALLFIELD

106 10 ROTOR 1½"

105 9 ROTOR 1½"

F1-5 120 1½" ROTOR BALLFIELD

F1-6 114 1½" ROTOR BALLFIELD

F1-7 95.6 1½" ROTOR BALLFIELD

8 113 1½" ROTOR

117 E-21 1½" ROTOR

E-22 90 1½" ROTOR

72 E-23 1½" ROTOR

IRR-SM

IRR-M

NOTES:

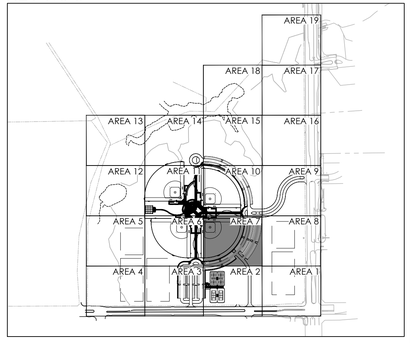
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2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



NORTH

GRAPHIC SCALE
0 20 40
1 inch = 20'

REVISIONS

NO.	DATE	DESCRIPTION
1.	3/20/2024	GMP#2 Addendum No. 1
2.	8/16/2024	PR #2.2 - MULTI-USE FIELD/POND
6.	1/30/2025	ASI #17 - IRRIGATION UPDATES
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES

IRRIGATION PLAN - AREA 7

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #2122-PK

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG: F-11756)

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.07

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\007000\7691001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan.dwg
LAST EDITED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.09)

MATCHLINE (SEE SHEET L5.07)

MATCHLINE (SEE SHEET L5.01)

E-14 117 1½" ROTOR
E-15 134 1½" SPRAY
E-16 27.4 1½" SPRAY BEDS
E-17 77.6 1½" SPRAY
108 ROTOR E-18 1½"
E-19 108 1½" ROTOR
E-20 117 1½" ROTOR
117 ROTOR E-11 1½"
108 ROTOR E-10 1½"
117 ROTOR E-9 1½"

IRR-M
EX-W
EX-SSWR
EX-GAS
EX-OHP

INSTALL ALL IRRIGATION COMPONENTS CLEAR OF FUTURE IMPROVEMENTS

COIT ROAD

7 8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

NOTES:

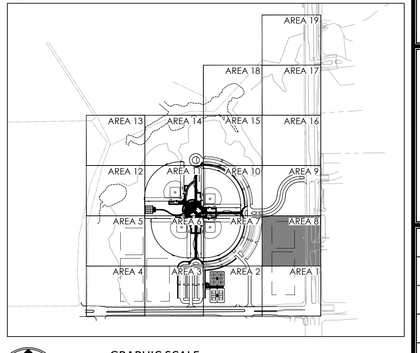
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BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



NORTH

GRAPHIC SCALE
0 20 40
1 inch = 20'

NO.	DATE	DESCRIPTION
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7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PLAN - AREA 8

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
TX REG: F-11756

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.08

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\2021\001\7691.001\LP\A\Drawings\Plot Sheets\7691-Irrigation Plan

PLOTTED ON: Monday, July 21, 2025
PLOTTED BY: Janel Moody
FILENAME: 7691-Irrigation Plan.dwg

MATCHLINE (SEE SHEET L5.16)

MATCHLINE (SEE SHEET L5.10)

MATCHLINE (SEE SHEET L5.08)

TEMPORARY IRRIGATION IN LIMITS OF DISTURBANCE

144 ROTOR 13 1½"

126 ROTOR E-12 1½"

E-13 117 ROTOR 1½"

INSTALL ALL IRRIGATION COMPONENTS CLEAR OF FUTURE IMPROVEMENTS

COIT ROAD

IRR-M

EX-W

EX-OH

EX-4" SS FM

VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

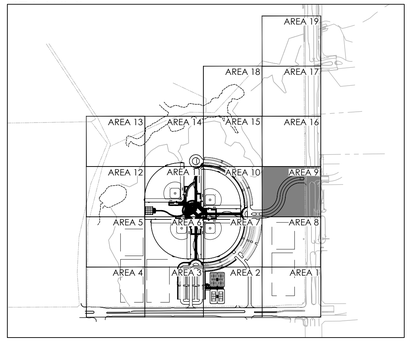
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BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



GRAPHIC SCALE
0 20 40
1 inch = 20'

NORTH

REVISIONS

NO.	DATE	DESCRIPTION
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10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PLAN - AREA 9

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-1114)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.09

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\0076\00\7691.001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan
FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.15)

MATCHLINE (SEE SHEET L5.11)

MATCHLINE (SEE SHEET L5.09)

MATCHLINE (SEE SHEET L5.07)

VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

TEMPORARY IRRIGATION IN LIMITS OF DISTURBANCE

FIELD #3

CONTROLLER FIELD#3

ARAD FIELD #3

F3-6 120 1½" ROTOR BALLFIELD

F3-7 95.6 1½" ROTOR BALLFIELD

19 104 1½" SPRAY

F3-8 95.6 1½" ROTOR BALLFIELD

18 91.7 1½" SPRAY

17 84.6 1½" SPRAY

76.5 16 1½" ROTOR

15 121 1½" ROTOR

71.7 F3-3 1½" ROTOR BALLFIELD

95.6 F3-2 1½" ROTOR BALLFIELD

F3-5 75.6 1½" ROTOR BALLFIELD

F3-4 114 1½" ROTOR BALLFIELD

F3-1 80.9 1½" ROTOR BALLFIELD

83.3 14 1½" BUBBLER

NOTES:

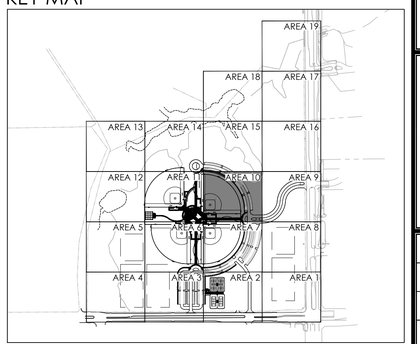
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SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



NORTH

GRAPHIC SCALE
0 20 40
1 inch = 20'

REVISIONS

NO.	DATE	DESCRIPTION
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6.	1/30/2025	ASI #17 - IRRIGATION UPDATES
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PLAN - AREA 10

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-1114)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.10

BID PACKAGE #2
BID PACKAGE #1

FULL PATH: P:\2070\001\7691\001\PA\Drawings\Plot Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.14)

MATCHLINE (SEE SHEET L5.12)

MATCHLINE (SEE SHEET L5.10)

MATCHLINE (SEE SHEET L5.06)

TEMPORARY IRRIGATION IN LIMITS OF DISTURBANCE

72 ROTOR 20 1½"

105 ROTOR F3-9 BALLFIELD 1½"

32 ROTOR 135 1½"

FIELD #4

IRR-M

IRR-SM

INTERIOR WALL MOUNT CONTROLLER AT DIRECTION OF OWNER

RAIN/FREEZE SENSOR MOUNTED ON LIGHT POLE WITHIN 1000' OF CONTROLLER

△6 △7 △8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

△1

NOTES:

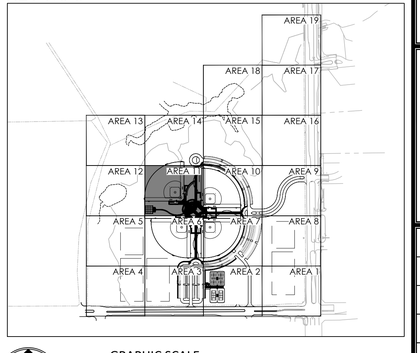
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BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



NORTH

GRAPHIC SCALE
0 20 40
1 inch = 20'

REVISIONS

NO.	DATE	DESCRIPTION
1.	3/20/2024	GMP #2 Addendum No. 1
6.	1/30/2025	ASI #17 - IRRIGATION UPDATES
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8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PLAN - AREA 11

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-1114)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO. 7691.001
DESIGNED BY: JMM
DRAWN BY: JMM
CHECKED BY: KLS
DATE: MAY 6, 2025
SHEET: L5.11

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\2076\001\7691\001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan

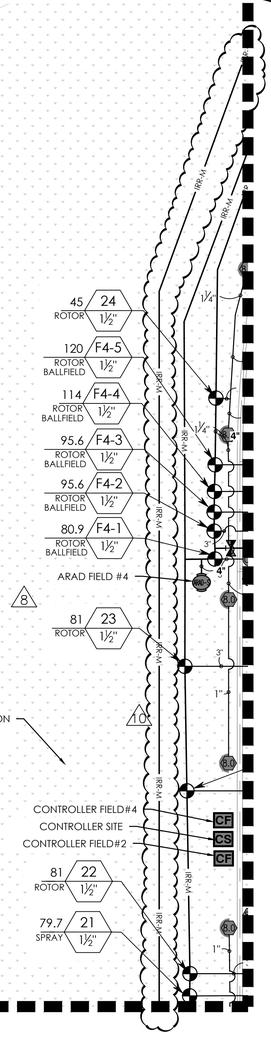
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.13)

MATCHLINE (SEE SHEET L5.11)

MATCHLINE (SEE SHEET L5.05)

7 8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED



1

NOTES:

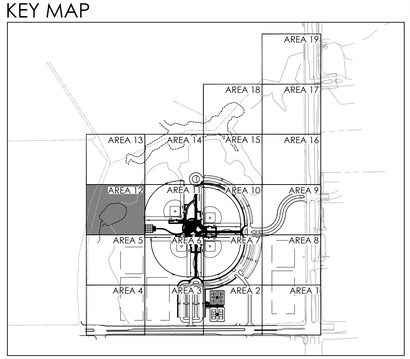
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BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



NORTH

GRAPHIC SCALE
0 20 40
1 inch = 20'

REVISIONS

NO.	DATE	DESCRIPTION
1.	3/20/2024	GMP #2 Addendum No. 1
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PLAN - AREA 12

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-1116)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.12

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\2070\001\7691\001\PA\Drawings\Plot Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

7 8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

NO WORK THIS SHEET

MATCHLINE (SEE SHEET L5.14)

MATCHLINE (SEE SHEET L5.12)

1

NOTES:

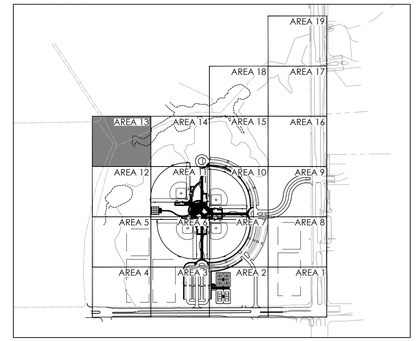
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REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



NORTH

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0 20 40
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REVISIONS

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8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES

IRRIGATION PLAN - AREA 13

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-1116)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.13

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\2021\7691.001\LP\A\Drawings\Plot Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan.dwg
PLOT BY: Jon Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.13)

MATCHLINE (SEE SHEET L5.15)

MATCHLINE (SEE SHEET L5.11)

TEMPORARY IRRIGATION IN LIMITS OF DISTURBANCE

44.8 F4-10 ROTOR 1½"
105 F4-9 ROTOR BALLFIELD 1½"
95.6 F4-8 ROTOR BALLFIELD 1½"
64.8 F4-6 ROTOR BALLFIELD 1½"
71.7 F4-7 ROTOR BALLFIELD 1½"
25 36.9 1½" SPRAY
26 131 1½" ROTOR

7 8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

1

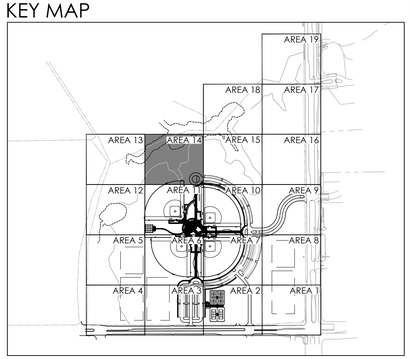
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BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



GRAPHIC SCALE
0 20 40
1 inch = 20'
NORTH

REVISIONS

NO.	DATE	DESCRIPTION
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6.	1/30/2025	ASI #17 - IRRIGATION UPDATES
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8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PLAN - AREA 14

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-11756)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.14

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\DOT\DOT\769\1001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Bill Thomas
PLOTTED ON: Monday, July 21, 2025

6

7 8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

10 MATCHLINE (SEE SHEET L5.18)

MATCHLINE (SEE SHEET L5.14)

MATCHLINE (SEE SHEET L5.16)

MATCHLINE (SEE SHEET L5.10)

TEMPORARY IRRIGATION IN LIMITS OF DISTURBANCE

27 70.6 1½" SPRAY

28 34.8 1½" SPRAY BEDS

29 76.5 1½" ROTOR

IRR-M

M-ZI

W1 SS

LS

1

NOTES:

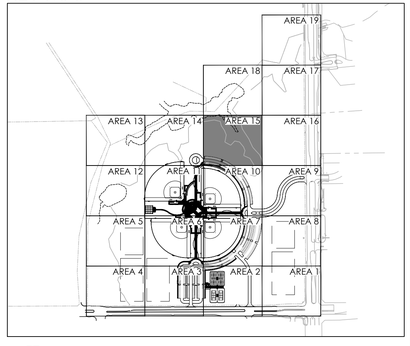
1. **ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.**
2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



NORTH

GRAPHIC SCALE
0 20 40
1 inch = 20'

REVISIONS

NO.	DATE	DESCRIPTION
1.	3/20/2024	GMP #2 Addendum No. 1
6.	1/30/2025	ASI #17 - IRRIGATION UPDATES
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PLAN - AREA 15

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-11756)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #21222-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED LANDSCAPE ARCHITECT
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.15

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\007\007691001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.17)

MATCHLINE (SEE SHEET L5.15)

7 8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

126 ROTOR 30 1½"

TEMPORARY IRRIGATION IN LIMITS OF DISTURBANCE

INSTALL ALL IRRIGATION COMPONENTS CLEAR OF FUTURE IMPROVEMENTS

COIT ROAD

IRR-M

W-3BI

EX-W

EX-FO

EX-OHT

EX-6' SS FM

1

NOTES:

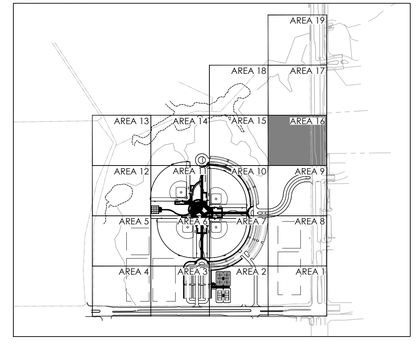
1. **ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.**
2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



NORTH

GRAPHIC SCALE
0 20 40
1 inch = 20'

REVISIONS

NO.	DATE	DESCRIPTION
1.	3/20/2024	GMP#2 Addendum No. 1
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES

IRRIGATION PLAN - AREA 16

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-1116)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.16

BID PACKAGE #2
BID PACKAGE #1

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FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.19)

MATCHLINE (SEE SHEET L5.18)

MATCHLINE (SEE SHEET L5.16)

7 8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

COIT ROAD

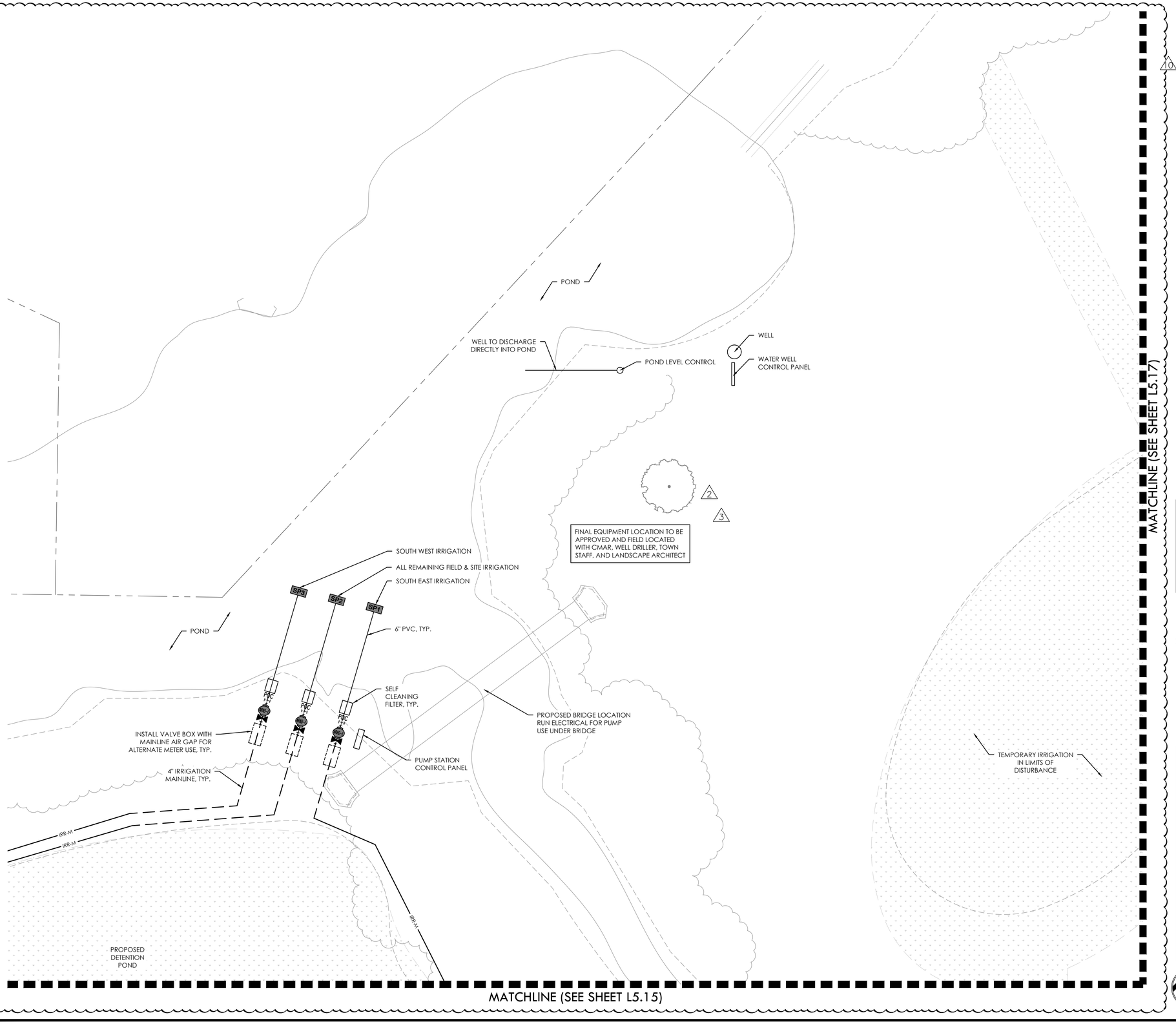
EX-6" SS FM

EX-8" SS FM

EX-6" SS FM

EX-6" SS FM

EX-6



NOTES:

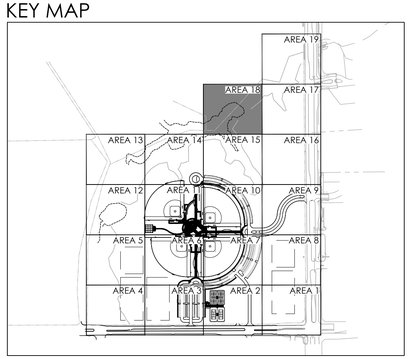
1. **ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.**
2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



GRAPHIC SCALE
0 20 40
1 inch = 20'
NORTH

2

REVISIONS		
NO.	DATE	DESCRIPTION
2.	8/16/2024	PR #2.2 - MULTI-USE FIELD/POND
3.	10/21/2024	PR #2.3 - IRRIGATION UPDATES
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PLAN - AREA 18

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-1116)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

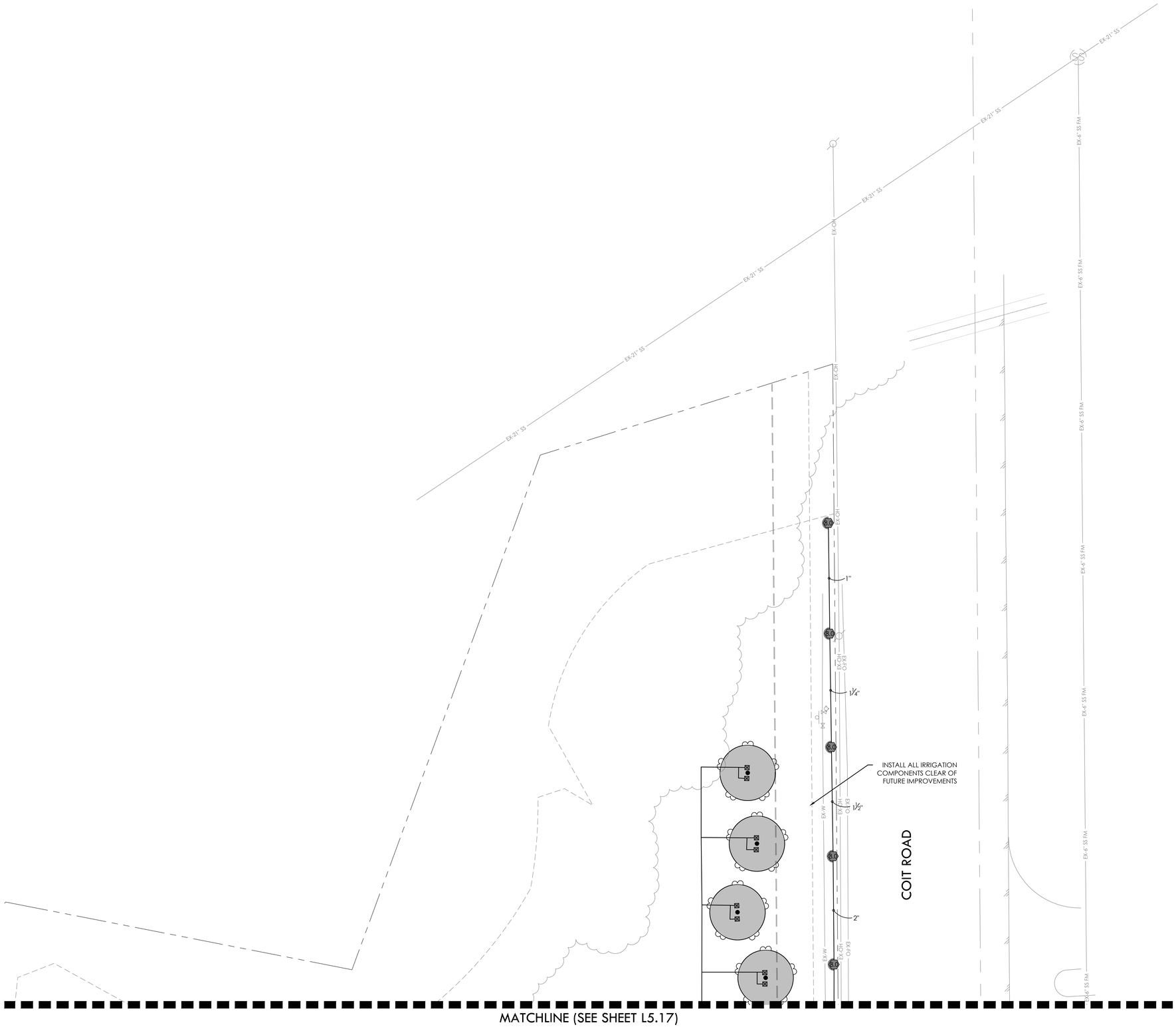
STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.18

BID PACKAGE #2
BID PACKAGE #1

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FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

7 8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED



1

NOTES:

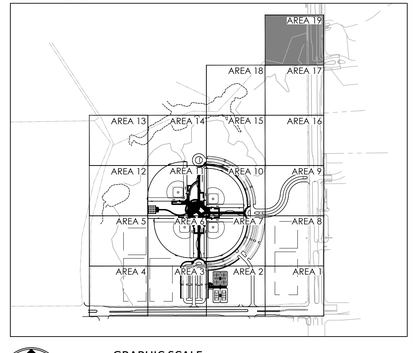
1. **ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.**
2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



GRAPHIC SCALE
0 20 40
1 inch = 20'

NORTH

REVISIONS		
NO.	DATE	DESCRIPTION
1.	3/20/2024	GMP#2 Addendum No. 1
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES

IRRIGATION PLAN - AREA 19

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-1116)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.19

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\2076\00\7691\001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan

LOGIN: JMoody
FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, May 12, 2025

IRRIGATION NOTES FOR A SITE REQUIRING A PUMP:

1. IRRIGATION PLAN IS SCHEMATIC. ALL PIPING HEADS, VALVES, ETC. SHALL BE LOCATED AS SHOWN ON THE DETAILS. REPORT ANY DISCREPANCIES BETWEEN ACTUAL AND PROPOSED SITE CONDITIONS TO THE OWNER. DO NOT PROCEED WITH WORK UNTIL SAID DISCREPANCIES ARE RESOLVED.

2. VERIFY THAT THE WORK OF OTHER CONTRACTORS/TRADES IS SUFFICIENTLY COMPLETE TO ALLOW COMMENCEMENT OF IRRIGATION INSTALLATION PRIOR TO BEGINNING OF WORK. CONTRACTORS SHALL COORDINATE INSTALLATION OF ALL IRRIGATION SLEEVES UNDER PAVEMENT WITH OTHER CONTRACTORS.

3. COORDINATE IRRIGATION INSTALLATION WITH THE WORK OF OTHER CONTRACTORS/TRADES AND PROTECT THE WORK OF OTHER CONTRACTOR/TRADES. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES RESULTING FROM HIS ACTIONS.

4. THE IRRIGATION CONTRACTOR SHALL PROVIDE THE OWNER WITH TWO COPIES OF THE PARTS LIST AND MANUFACTURER'S CATALOG SHOWING PERFORMANCE, QUALITY AND FUNCTION OF EACH ITEM OF EQUIPMENT IN THE SYSTEM. IN ADDITION, THE IRRIGATION CONTRACTOR SHALL PROVIDE THE OWNER WRITTEN INSTRUCTIONS FOR OPERATION AND MAINTENANCE OF THE SYSTEM.

5. PRIOR TO THE ACCEPTANCE OF IRRIGATION SYSTEM BY OWNER, A PERSON QUALIFIED TO REPRESENT THE IRRIGATION CONTRACTOR SHALL BE PRESENT AT THE FINAL INSPECTION TO DEMONSTRATE THE SYSTEM AND PROVE ITS PERFORMANCE PRIOR TO THE INSPECTION. ALL WORK SHALL HAVE BEEN COMPLETED, TESTED, ADJUSTED, AND PLACED IN OPERATION.

6. WORK MUST BE GUARANTEED FOR TWO YEARS.

7. IRRIGATION SYSTEM INSTALLATION TO BE PERFORMED IN ACCORDANCE WITH ALL PERTINENT CODES AND ORDINANCES.

8. NO PVC PIPING SHALL BE LOCATED UNDER TREE ROOTBALLS.

9. THE CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION. IF ANY UNDERGROUND OR ABOVE GROUND CONSTRUCTION IS LOCATED AS TO SIGNIFICANTLY HINDER INSTALLATION OR FUNCTION OF THE IRRIGATION SYSTEM, THE OWNER SHALL BE NOTIFIED IMMEDIATELY.

10. MAIN LINE PIPING AND LATERAL PIPING MAY BE PLACED IN SAME TRENCH WHEN POSSIBLE. MAIN LINE PIPING SHALL BE INSTALLED IN BOTTOM OF TRENCH WITH LATERALS ON TOP.

11. SLEEVES SHALL BE INSTALLED WHEREVER PIPES RUN UNDER PAVEMENT. SLEEVES SHALL BE SCH 40 AND A MINIMUM OF TWO PIPE SIZES LARGER THAN THE PIPE.

12. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ELECTRICAL POWER TO ALL CONTROLLERS.

13. PRIOR TO BEGINNING OF WORK, THE CONTRACTOR SHALL VERIFY THE MINIMUM WORKING PRESSURE AT THE POINT OF CONNECTION. BASED ON THIS INFORMATION, THE CONTRACTOR SHALL COORDINATE WITH INCONTROL FOR PUMP DESIGN AND SYSTEM . IN CONTROL IS RESPONSIBLE FOR DESIGNING AND A PUMPING SYSTEM THAT PROVIDES THE APPROPRIATE PRESSURE TO ALLOW THE IRRIGATION SYSTEM TO OPERATE AT THE OPTIMUM LEVEL AS RECOMMENDED BY THE SPRINKLER EQUIPMENT MANUFACTURER. THE PUMP SHALL BE CAPABLE OF VARYING PRESSURES TO ACCOMMODATE THE VARIETY OF IRRIGATION DELIVERY COMPONENTS.

14. THE CONTRACTOR SHALL SUBMIT THE PROPOSED PUMPING SYSTEM FOR REVIEW INCLUDING EXISTING WORKING PRESSURE, THE PROPOSED PUMP PERFORMANCE, AND FINAL PROPOSED DOWNSTREAM PRESSURE(S).

15. ATTACH A HEAVY DUTY PLASTIC SERIALIZED TAG TO EACH CONTROL VALVE WITH ITS ASSOCIATED CONTROLLER STATION NUMBER.

16. THE PIPE SHOWN IN PAVED AREAS WITHOUT SLEEVES IS SHOWN IN THESE AREAS FOR PURPOSE OF DRAWING CLARITY. PIPE TO BE IN NEAREST UNPAVED LOCATION.

17. THE IRRIGATION CONTROLLER(S) SHALL BE EQUIPPED WITH RAIN/FREEZE SENSOR(S). MOUNT THE TRANSMITTER(S) IN AN OPEN AREA AS DIRECTED BY THE OWNER.

18. ALL BACKFLOW INSTALLATIONS AND CONNECTIONS TO CITY WATER LINES MUST BE PERMITTED SEPARATELY BY THE CITY INSPECTION STAFF.

19. THE IRRIGATION SYSTEM SHALL BE MAINTAINED IN ITS PROPER WORKING ORDER DURING THE 2 YEAR MAINTENANCE PERIOD.

20. ALL WIRING SHALL BE RATED FOR DIRECT BURIAL.

INSPECTION NOTES:

1. HEADS SHALL NOT SPRAY ON IMPERVIOUS SURFACES.

2. HEADS SHALL NOT SPRAY ON WALLS OR FENCES.

3. HEADS SHALL NOT BE CLOSER THAN 4 INCHES OF THE EDGE OF HARDSCAPE.

4. NO DRINKING DOMESTIC USES ALLOWED ON IRRIGATION LINES, NO SWIMMING POOL USE OR FOUNTAINS.

5. CONTRACTOR SHALL COMPLY WITH ALL INSPECTION REQUIREMENTS OF THE MUNICIPALITY.

6. FOR FINAL INSPECTION, IRRIGATOR'S REPRESENTATIVE MUST BE PRESENT.

DRIP NOTES:

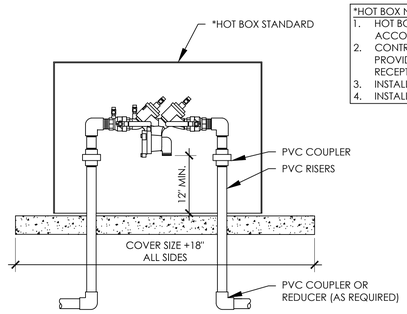
1. AIR RELIEF VALVE TO BE PLACED AT HIGH POINT IN BED.

2. FLUSH VALVE TO BE PLACED AT LOW POINT IN BED ON EXHAUST LINE.

3. THESE LAYOUTS ARE TYPICAL AND ARE SUBJECT TO CHANGE DUE TO SITE CONDITIONS SUCH AS GRADING.

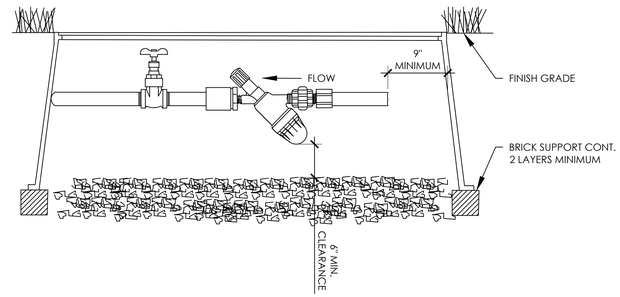
4. IRRIGATION LATERAL LINES FEED SUPPLY HEADERS.

SLEEVING INCLUDED IN
BID PACKAGE #1

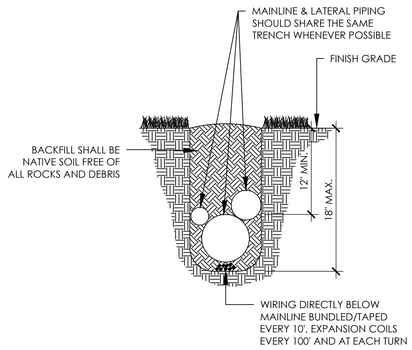


*HOT BOX NOTES:
1. HOT BOX SHALL BE OF A SIZE TO ACCOMMODATE SPECIFIED CLEARANCES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING POWER TO HOT BOX ELECTRICAL RECEPTACLE.
3. INSTALL WIRING PER LOCAL CODE.
4. INSTALL PER MANUFACTURERS INSTRUCTIONS.

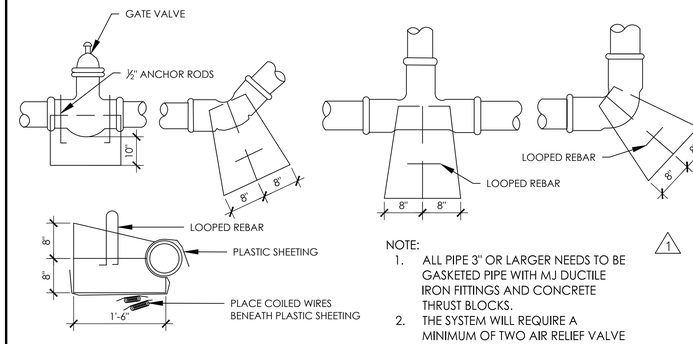
A **REDUCED PRESSURE ZONE ASSEMBLY** SCALE: NTS



B **WYE STRAINER** SCALE: NTS

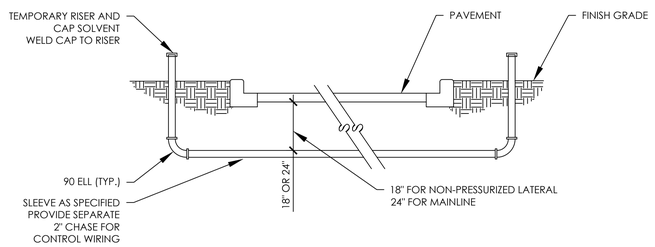


C **TYPICAL TRENCH SECTION** DETAIL PROVIDED BY TOWN SCALE: NTS

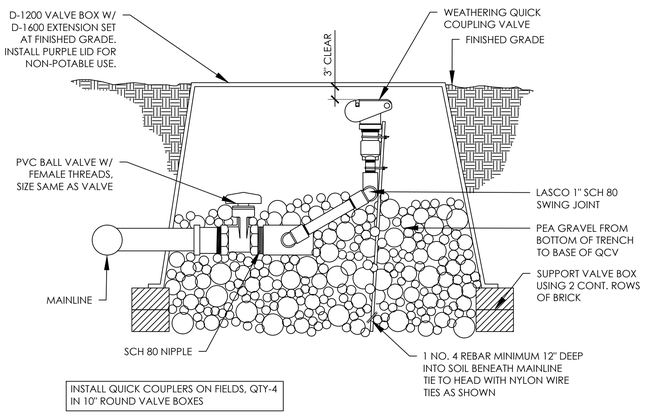


NOTE:
1. ALL PIPE 3" OR LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.
2. THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.

D **THRUST BLOCK FOR 3" OR LARGER** DETAIL PROVIDED BY TOWN SCALE: NTS



F **SLEEVE INSTALLATION** SCALE: NTS



INSTALL QUICK COUPLERS ON FIELDS, QTY-4 IN 10" ROUND VALVE BOXES

G **QUICK COUPLING VALVE** DETAIL PROVIDED BY TOWN SCALE: NTS

REVISIONS

NO.	DATE	DESCRIPTION
3.	10/21/2024	PR #2.3 - IRRIGATION UPDATES

IRRIGATION NOTES & DETAILS

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG: F-11756)

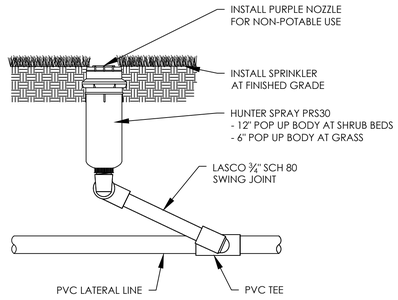
RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.20

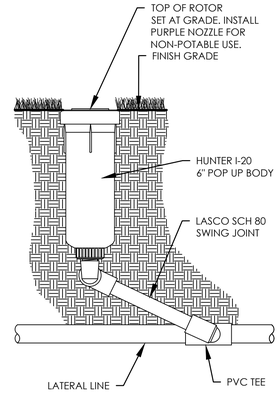
BID PACKAGE #2
BID PACKAGE #1

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PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025



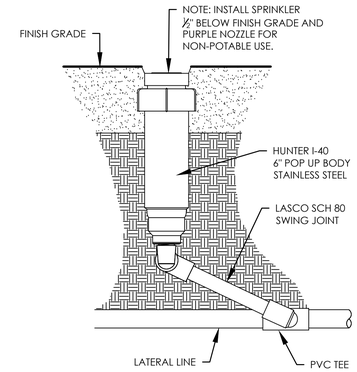
A **SPRAY HEAD**

DETAIL PROVIDED BY TOWN
SCALE: NTS



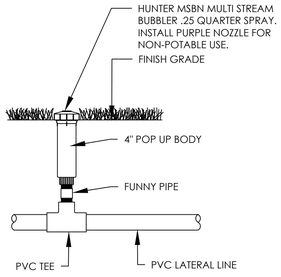
B **ROTOR HEAD**

DETAIL PROVIDED BY TOWN
SCALE: NTS



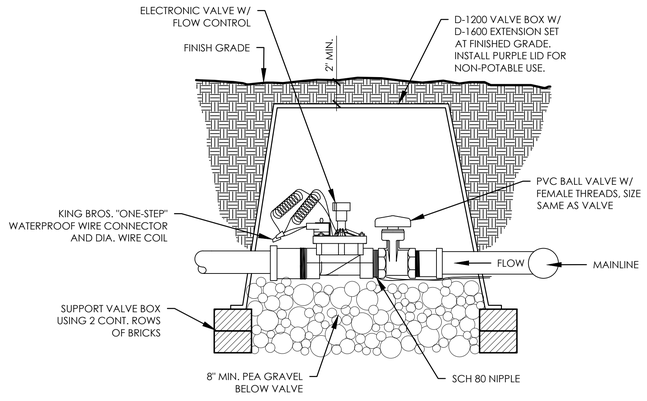
C **BALL FIELD ROTOR**

DETAIL PROVIDED BY TOWN
SCALE: NTS



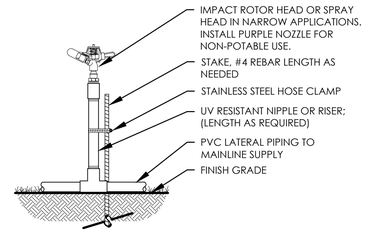
D **POP UP BUBBLER**

DETAIL PROVIDED BY TOWN
SCALE: NTS



E **ELECTRIC REMOTE CONTROL VALVE**

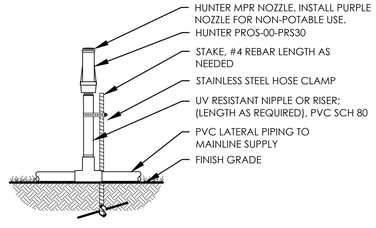
DETAIL PROVIDED BY TOWN
SCALE: NTS



NOTES:
1. TEMPORARY IRRIGATION SYSTEM SHALL BE INSTALLED BY A TEXAS STATE LICENSED IRRIGATOR.
2. ALL COVERAGE SHALL BE HEAD TO HEAD.
3. SYSTEM SHALL BE DESIGNED TO AVOID ANY OVERSPRAY ONTO SIDEWALKS AND STREETS.
4. TEMPORARY IRRIGATION SYSTEM ZONE VALVES SHALL BE HUNTER NODE CONTROLLER. CONTRACTOR SHALL CLUSTER VALVE LOCATIONS WHERE POSSIBLE TO COMBINE ZONES ON MULTIPLE VALVE CONTROLLERS (NODE-200, NODE-400, ETC...)
5. CONTRACTOR SHALL VERIFY ON-SITE AND BY CONSULTING WITH LANDSCAPE ARCHITECT AREAS THAT WILL REQUIRE TEMPORARY IRRIGATION PRIOR TO INSTALLATION OF SYSTEM.
6. USE #4 REBAR ROD TO HOLD PIPE SECURELY IN PLACE. INSTALL AT INTERVALS AS REQUIRED TO SECURE ROTOR HEADS.

F **LARGE TURF AREA TEMP. HEAD**

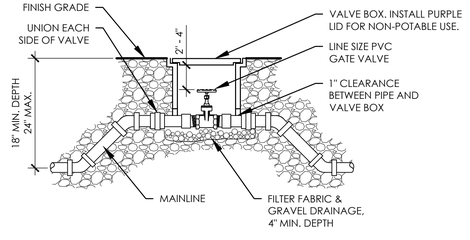
SCALE: NTS



NOTES:
1. TEMPORARY IRRIGATION SYSTEM SHALL BE DESIGNED BY A TEXAS STATE LICENSED IRRIGATOR AND SHALL BE SUBMITTED FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
2. ALL COVERAGE SHALL BE HEAD TO HEAD.
3. SYSTEM SHALL BE DESIGNED TO AVOID ANY OVERSPRAY ONTO SIDEWALKS AND STREETS.
4. TEMPORARY IRRIGATION SYSTEM ZONE VALVES SHALL BE HUNTER NODE CONTROLLER VALVES. CONTRACTOR SHALL CLUSTER VALVE LOCATIONS WHERE POSSIBLE TO COMBINE ZONES ON MULTIPLE VALVE CONTROLLERS (NODE-200, NODE-400, ETC...)
5. NO PIPING SHALL BE RUN WITHIN THE PROTECTION ZONE OF EXISTING TREES UNLESS APPROVED BY LANDSCAPE ARCHITECT.
6. CONTRACTOR SHALL VERIFY ON-SITE AND BY CONSULTING WITH LANDSCAPE ARCHITECT AREAS THAT WILL REQUIRE TEMPORARY IRRIGATION PRIOR TO DESIGN AND INSTALLATION OF SYSTEM.
7. USE #4 X 24" REBAR ROD WITH "J" HOOKED RADIUS AT ONE END TO HOLD PIPE SECURELY IN PLACE. INSTALL AT INTERVALS OF 10 FEET.

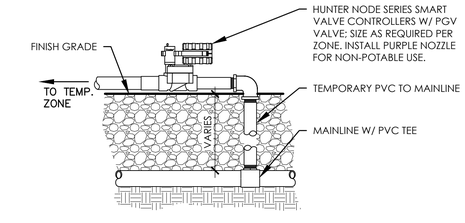
G **SMALL TURF AREA TEMP. HEAD**

SCALE: NTS



H **MANUAL ISOLATION VALVE**

SCALE: NTS



I **TEMPORARY CONTROLLER/VALVE**

SCALE: NTS

REVISIONS

NO.	DATE	DESCRIPTION
5.	01/06/2025	ASI #15 - IRRIGATION UPDATES

IRRIGATION DETAILS

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG: F-1114)

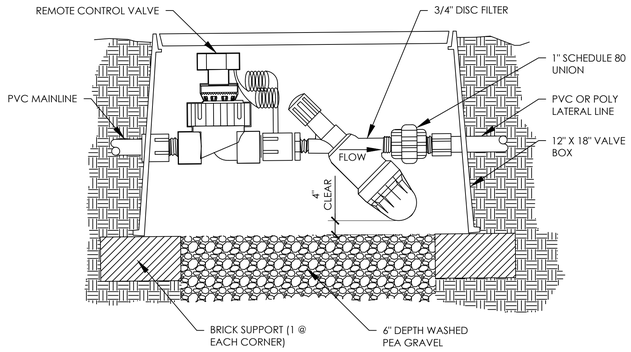
RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

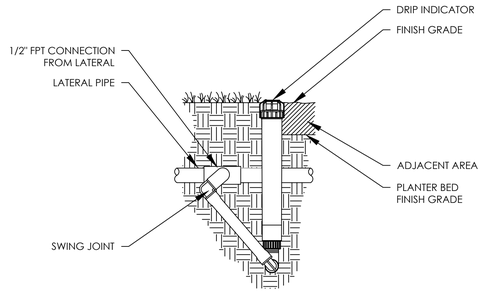
BID PACKAGE #2

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.21

FILE PATH: P:\2070000\7691\001\PA\Drawings\Plot Sheets\7691-Irrigation Plan
FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

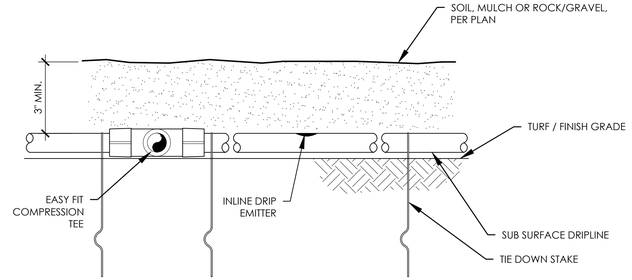


A **DRIP REMOTE CONTROL VALVE** SCALE: NTS



B **DRIP INDICATOR ON SWING JOINT** SCALE: NTS

NOTES:
1. PLACE TIE DOWN STAKES EVERY THREE FEET IN SAND, FOUR FEET IN LOAM, AND FIVE FEET IN CLAY.
2. AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE TIE-DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION.



C **DRIP TUBING INSTALLATION** SCALE: NTS

D **DRIP LINE FLUSHING VALVE** SCALE: NTS

E **DRIP AIR/VACUUM RELIEF VALVE** SCALE: NTS

△3

NOTES:
1. **ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.**
2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

△1

REVISIONS

NO.	DATE	DESCRIPTION
3.	10/21/2024	PR #2.3 - IRRIGATION UPDATES

IRRIGATION DRIP DETAILS

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-11756)

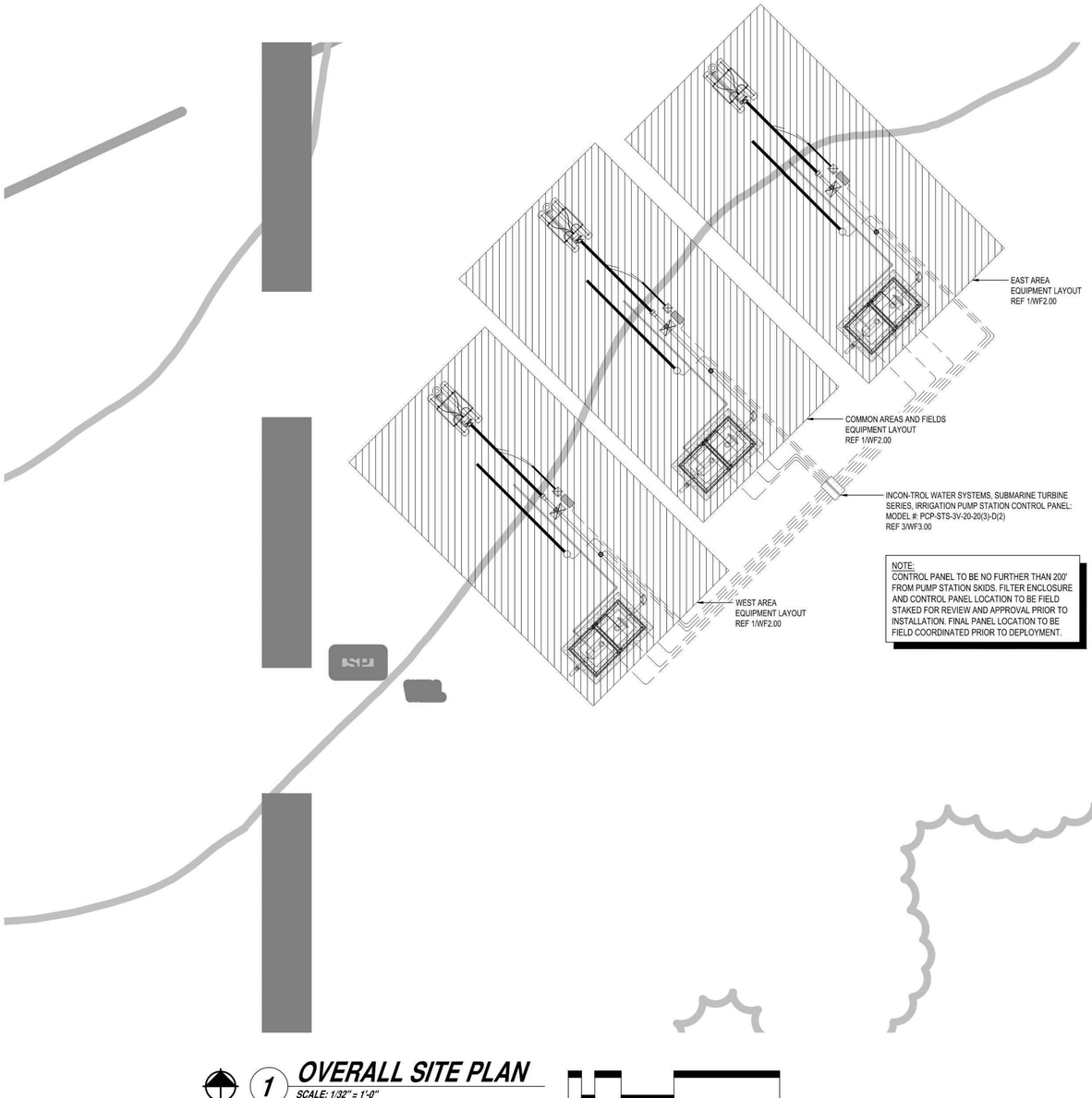
RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

BID PACKAGE #2

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.22

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FILENAME: 7691 - Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025



1 **OVERALL SITE PLAN**
SCALE: 1/32" = 1'-0"

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410 Interchange • McKinney, Tx. 75071

RAYMOND PARK

IRRIGATION PUMP STATION & SELF-CLEANING FILTER

ISSUE HISTORY

JESSE WELLS
JULY 18, 2025
NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

Issue for Submittal: Not for Construction

TITLE	SCOPE ENLARGEMENT
DATE	7/18/2025
SCALE	N.T.S.
SHEET	WF1.01
ISSUE	FOR SUBMITTAL

NO.	DATE	DESCRIPTION
3.	10/21/2024	PR #2.3 - IRRIGATION UPDATES
4.	11/11/2024	IRRIGATION PUMP UPDATES
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

REVISIONS

IRRIGATION PUMP DETAILS-1

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG: F-1174)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED LANDSCAPE ARCHITECT
05/06/2025

BID PACKAGE #2

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.23 (4)

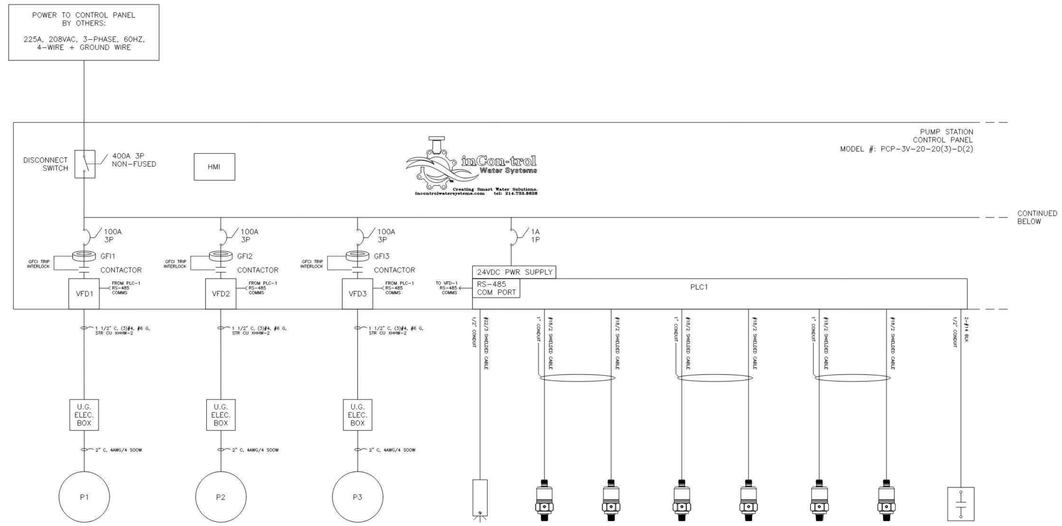
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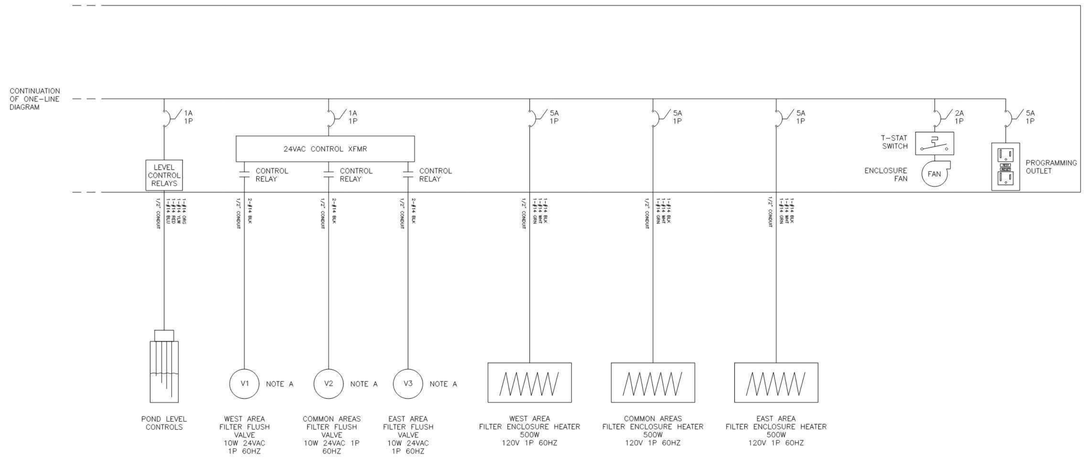
PLOTTED ON: Monday, July 21, 2025
PLOTTED BY: Janel Moody
FILENAME: 7691-Irrigation Plan.dwg

Panel Name: Irrigation Pump Station Control Panel										
Service	Load (VA)	Ckt (A)	Pole	Phase	Ckt #		Ckt #	Phase	Pole	Ckt (A)	Load (VA)	Service
West Area Irrigation Pump - 20HP	7133.0688	100	3	1	1	A	2				7133.0688	Common Areas Irrigation Pump - 20HP
	7133.0688			3	3	B	4	A	3	100	7133.0688	
	7133.0688			5	5	C	6				7133.0688	
East Area Irrigation Pump - 20HP	7133.0688	100	3	7	7	A	8				0	Spare
	7133.0688			9	9	B	10	B	9	0	0	
	7133.0688			11	11	C	12				0	
Spare	0	0	2	13	13	A	14	C	2	0	0	Spare
	0			15	15	B	16				0	
Spare	0	0	2	17	17	C	18	A	1	0	0	Spare
	0			19	19	A	20				0	
500W Heater 1	500.4	5	1	21	21	B	22	B	1	5	500.4	500W Heater 2
500W Heater 3	500.4	5	1	23	23	C	24	C	1	5	60	Controls
Spare	0	0	1	25	25	A	26	A	1	0	0	Spare
Spare	0	0	1	27	27	B	28	B	1	0	0	Spare

Panel Specification		
Input: 208V/120 VAC		
60 Hz, 3 ϕ, 4 wire + Gnd		
AIC:	10kA	
Minimum Breaker Size	225	A

Load summary	
Connected load (VA):	61759
Phase A (VA):	21203
Phase B (VA):	21403
Phase C (VA):	21960
Highest Phase Load	Phase B (VA):
Largest Motor Load Phase B (VA):	7133
25 x largest motor load (VA):	1784
Motor Loads Loads From Phase B (VA):	21399
Continuous Loads From Phase B (VA):	1301
25 X Continuous load (VA):	251
Non-Continuous Loads From Phase B (VA):	0
Total (VA):	24431
Total (A):	204





1 ELECTRICAL ONE-LINE DIAGRAM

SCALE: N.T.S. SHOP-DRAWING

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REVISIONS		
NO.	DATE	DESCRIPTION
3.	10/21/2024	PR #2.3 - IRRIGATION UPDATES
4.	11/11/2024	IRRIGATION PUMP UPDATES
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

RAYMOND PARK

IRRIGATION PUMP STATION & SELF-CLEANING FILTER

ISSUE HISTORY

SHOP DRAWINGS

TITLE	ELECTRICAL ONE-LINE
DATE	07/15/2024
SCALE	N.T.S.
SHEET	WF5.00
ISSUE	FOR SUBMITTAL

IRRIGATION PUMP DETAILS-4

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG: F-1116)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

BID PACKAGE #2

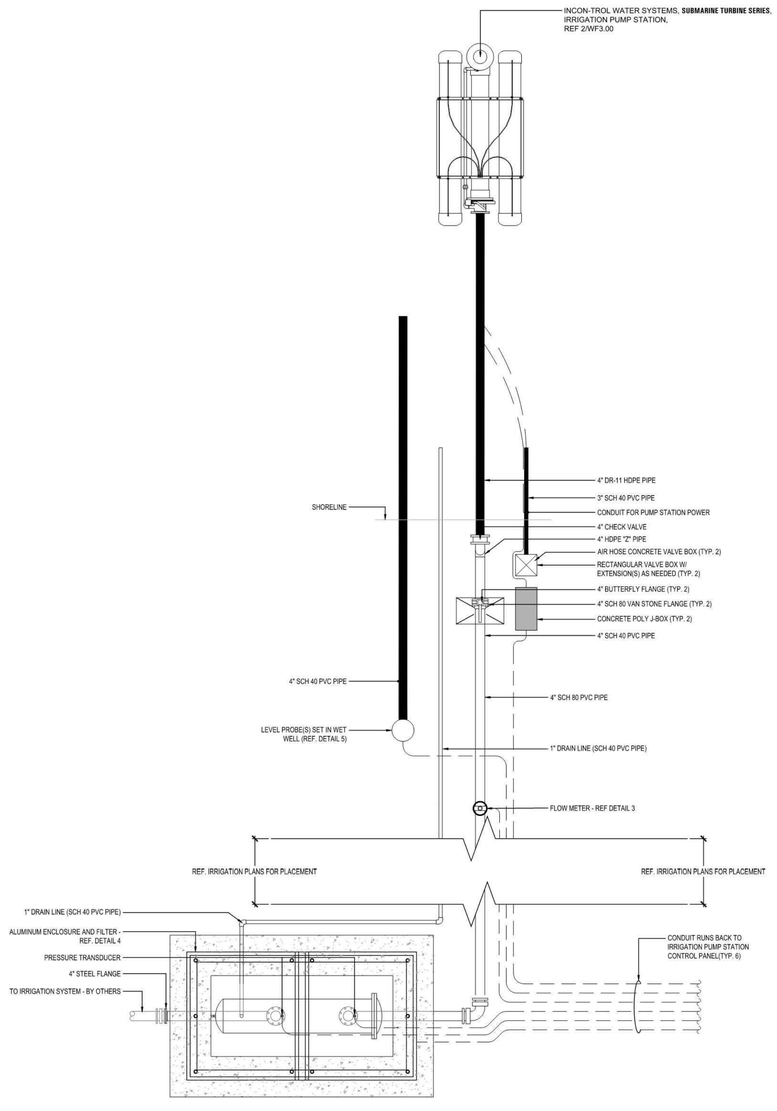
JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.26 (4)

FULL PATH: P:\2076\00\00\10\PLAN\Drawings\Plot Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

NOTES:

1. THE INTENT OF THIS DESIGN IS TO SHOW THE PLACEMENT OF THE EQUIPMENT ELECTRICAL. THIS DOCUMENT SHOWS CONDUIT LOCATION AND CONTROL PANEL LOCATION (TYPE) AS A GUIDE ONLY. IT IS THE RESPONSIBILITY OF THE LICENSED ELECTRICAL CONTRACTOR (INSTALLER) TO INSTALL, APPROPRIATELY SIZED WIRE, CONDUIT(S), BONDING, AND SERVICES IN ACCORDANCE WITH BUT NOT LIMITED TO ALL CITY AND N.E.C. CODES.
2. IT IS THE RESPONSIBILITY OF THE LICENSED ELECTRICAL CONTRACTOR (INSTALLER) TO PROVIDE ANY ASSOCIATED PERMITS FOR INSPECTION PURPOSES. ELECTRICAL CONTRACTOR IS RESPONSIBLE TO PROVIDE SHOP DRAWINGS TO OWNER / OWNERS REP AND/OR THE DESIGN TEAM BY A MASTER ELECTRICIAN WITH THEIR FULL NAME AND LICENSE NUMBER.
3. PLUMBING RUNS SHOWN ARE DIAGRAMMATIC IN NATURE. FIELD INSTALLER TO LOCATE MOST APPROPRIATE PLUMBING LAYOUT IN ACCORDANCE WITH EXISTING SITE CONDITIONS.
4. INCON-TROL WATER SYSTEMS' ELECTRICAL CONTRACTORS LICENSE NUMBER: 25026. *REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION, P.O. BOX 12157, AUSTIN, TEXAS 78711, 1.800.803.9202, 512.463.6599; WEBSITE: WWW.LICENSE.STATE.TX.US/COMPLAINTS.*
5. *INCON-TROL WATER SYSTEMS' MASTER ELECTRICIAN: MARK BOLAN, LICENSE REGISTRATION #: 35984*



NOTE:
EQUIPMENT TO BE FIELD STAKED FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

1 EQUIPMENT LAYOUT (TYP. AT ALL LOCATIONS)

SCALE: N.T.S.

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RAYMOND PARK

IRRIGATION PUMP STATION & SELF-CLEANING FILTER

ISSUE HISTORY

JESSE WELLS
JULY 18, 2025
NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

Issue for Submittal: Not for Construction

TITLE	EQUIPMENT LAYOUT
DATE	7/18/2025
SCALE	N.T.S.
SHEET	WF2.00
ISSUE	FOR SUBMITTAL

NO.	DATE	DESCRIPTION
3.	10/21/2024	PR #2.3 - IRRIGATION UPDATES
4.	11/11/2024	IRRIGATION PUMP UPDATES
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PUMP DETAILS-2

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG: F-11756)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

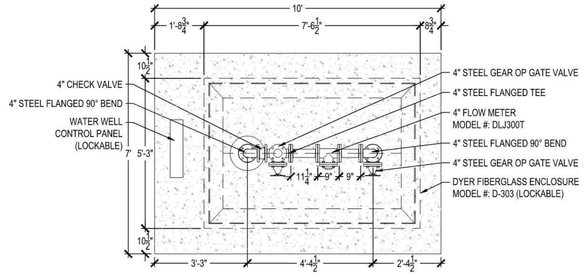
STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

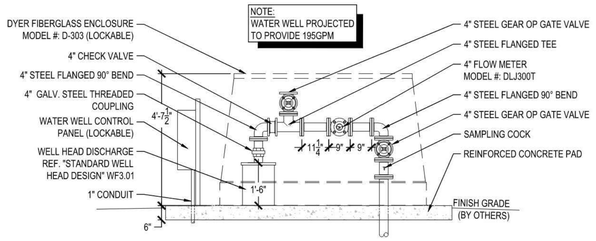
BID PACKAGE #2

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.24

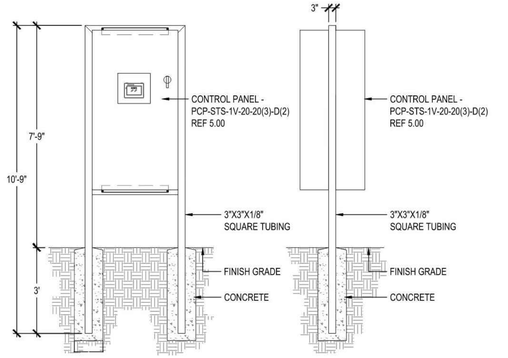
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PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025





5 WELL PLUMBING DETAIL
SCALE: N.T.S.



3 ELECTRICAL RACK DETAIL
SCALE: N.T.S. MODEL #: PCP-STS-3V-20-20(3)-D(2)

INCON-TROL WATER SYSTEMS, SUBMARINE TURBINE SERIES, IRRIGATION PUMP STATION, 20 HORSEPOWER PUMP PROVIDING 200 GPM AT 70 PSI FOR A TOTAL OUTPUT OF 200 GPM AT 70 PSI 'TOTAL' AT SYSTEM DISCHARGE. PUMP MODEL #: STS-1V-20-200-70-20(3). 208V, THREE PHASE POWER TO BE PROVIDED BY OWNER TO PUMP CONTROL PANEL. PUMP STATION SHALL BE PRESSURE ACTIVATED, AND REQUIRES NO ELECTRICAL CONNECTION TO THE IRRIGATION SYSTEM. CONTACT INCON-TROL WATER SYSTEMS AT 214.733.8828 (EXT. 1), FOR FURTHER INFORMATION.

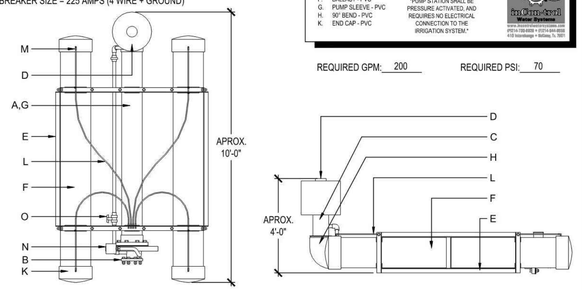
(PUMP STATION SHALL INCLUDE 20 HP PUMP/MOTORS, VARIABLE FREQUENCY DRIVES, PLC BASED CONTROLS WITH HMI [TYPE 3R FORCED-AIR VENTILATION ENCLOSURE], FLOW METER, LIGHTNING/SURGE ARRESTOR AND PRESSURE ACTIVATED START.

208 VOLT / 3 PHASE ELECTRICAL SERVICE:
BREAKER SIZE = 225 AMPS (4 WIRE + GROUND)

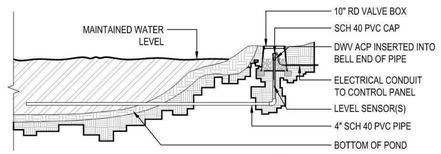
INCON-TROL WATER SYSTEMS: ***SUBMARINE TURBINE SERIES***

A.	SUBMERSIBLE PUMP/MOTOR	L.	AIR LINE
B.	DISCHARGE PLUMBING - FLANGED CONNECTION	M.	SHARKBITE FITTING
C.	SUCTION PLUMBING - PVC	N.	ELECTRICAL BOX
D.	SELF-CLEANING IN-TAKE SCREEN	O.	BALL VALVE
E.	ALUMINUM PUMP SKID		
F.	BALLAST - PVC	"PUMP STATION SHALL BE PRESSURE ACTIVATED, AND REQUIRES NO ELECTRICAL CONNECTION TO THE IRRIGATION SYSTEM."	
G.	PUMP SLEEVE - PVC		
H.	90° BEND - PVC		
K.	END CAP - PVC		

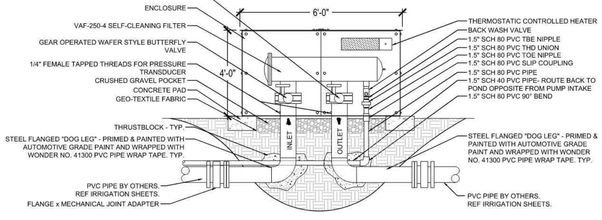
REQUIRED GPM: 200 REQUIRED PSI: 70



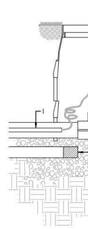
2 IRRIGATION PUMP DETAIL
SCALE: N.T.S. MODEL #: STS-1V-20-200-70-20(3)



7 POND LEVEL SENSOR(S)
SCALE: N.T.S.



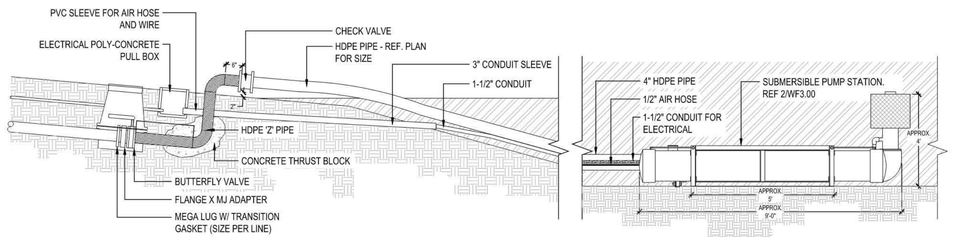
4 FILTER / ENCLOSURE PROFILE VIEW
SCALE: N.T.S. MODEL #: SCF-V250-4-B(1)CD(3)FK



CONSTRUCTION NOTES:

A. FINISH GRADE
B. 11x17 VALVE BOX W/ PURPLE LID
C. EXTENSION (AS NEEDED)
D. MAINLINE FROM PUMP STATION TO IRRIGATION SYSTEM (REF PLAN FOR SIZE)
E. FLOW METER
F. SADDLE TAP (W/ 2" FIPT)
G. GRAVEL
H. COMPACTED SUB-BASE
I. ELECTRICAL CONDUIT TO PUMP STATION
J. 2" DRAIN LINE - WRAP END OF PIPE W/ FILTER FABRIC

6 FLOW METER DETAIL
SCALE: N.T.S.



1 SHORE LINE CONNECTION / 'Z' PIPE DETAIL
SCALE: N.T.S.

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410 Interchange • McKinney, Tx. 75071

RAYMOND PARK
IRRIGATION PUMP STATION & SELF-CLEANING FILTER

ISSUE HISTORY

JESSE WELLS
JULY 18, 2025
NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

Issue for Submittal: Not for Construction

TITLE	PROJECT DETAILS
DATE	7/18/2025
SCALE	N.T.S.
SHEET	WF3.00
ISSUE	FOR SUBMITTAL

NO.	DATE	DESCRIPTION
3.	10/21/2024	PR #2.3 - IRRIGATION UPDATES
4.	11/11/2024	IRRIGATION PUMP UPDATES
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PUMP DETAILS-3

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG: F-11756)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

BID PACKAGE #2

JOB NO. 7691.001
DESIGNED BY: JMM
DRAWN BY: JMM
CHECKED BY: KLS
DATE: MAY 6, 2025
SHEET: L5.25 (4)

FULL PATH: P:\2070\00\700\001\PLAN\Drawings\Plot Sheets\7691-Irrigation Plan
FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

CRITICAL ANALYSIS
SUBMERSIBLE PUMP 1 FOR EAST AREA

Generated: 2025-07-16 12:48

P.O.C. NUMBER: 02
Water Source Information:

FLOW AVAILABLE
Point of Connection Size: 4"
Flow Available 273.46 GPM

PRESSURE AVAILABLE
Static Pressure at POC: 100 PSI
Pressure Available: 100 PSI

DESIGN ANALYSIS
Maximum Station Flow: 134.34 GPM
Flow Available at POC: 273.46 GPM
Residual Flow Available: 139.12 GPM

Critical Station: E-12
Design Pressure: 55 PSI
Friction Loss: 4.42 PSI
Fittings Loss: 0.44 PSI
Elevation Loss: 0 PSI
Loss through Valve: 11.6 PSI
Pressure Req. at Critical Station: 71.5 PSI
Loss for Fittings: 0.53 PSI
Loss for Main Line: 5.33 PSI
Loss for POC to Valve Elevation: 0 PSI
Loss for Backflow: 0 PSI
Loss for Master Valve: 2.5 PSI
Critical Station Pressure at POC: 79.9 PSI
Pressure Available: 100 PSI
Residual Pressure Available: 20.1 PSI

WATERING SCHEDULE FOR EAST AREA

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
E-1	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.47 in/h	1.5	190	22,230	22,230
E-2	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.49 in/h	1.5	185	21,645	21,645
E-3	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.24 in/h	1.5	73	8,405	8,405
E-4	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	0.78 in/h	1.5	115	5,510	5,510
E-5	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.92 in/h	1.5	99	11,583	11,583
E-6	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.44 in/h	1.5	205	23,985	23,985
E-7	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.43 in/h	1.5	209	24,453	24,453
E-8	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.44 in/h	1.5	206	24,102	24,102
E-9	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.42 in/h	1.5	214	25,038	25,038
E-10	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.86 in/h	1.5	105	11,340	11,340
E-11	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.46 in/h	1.5	197	23,049	23,049
E-12	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.95 in/h	1.5	96	12,096	12,096
E-13	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.45 in/h	1.5	202	23,634	23,634
E-14	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.47 in/h	1.5	192	22,464	22,464
E-15	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.29 in/h	1.5	70	9,404	9,404
E-16	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.7 in/h	1.5	54	1,481	1,481
E-17	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.96 in/h	1.5	46	3,569	3,569
E-18	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.45 in/h	1.5	199	21,492	21,492
E-19	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.88 in/h	1.5	102	11,016	11,016
E-20	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.5 in/h	1.5	180	21,060	21,060
E-21	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.5 in/h	1.5	181	21,177	21,177
E-22	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.99 in/h	1.5	92	8,280	8,280
E-23	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.52 in/h	1.5	174	12,528	12,528
		TOTALS:			3,386	369,540	369,540

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	WIRE	PSI	PSI @ POC	PRECIP
1	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	100.8		43.9		1.31 in/h
2	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	75.6		63.9		0.78 in/h
3	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	68.86		37.3		1.85 in/h
4	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	103.5		66.7		5.1 in/h
5	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	26.21		54.1		2.66 in/h
6	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	20.8		59.6		0.77 in/h
7	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	83.86		46.6		1.39 in/h
8	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	112.5		68.8		1.28 in/h
9	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	104.6		67.7		0.89 in/h
10	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	106.2		70.0		0.83 in/h
11	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	103.0		42.3		1.52 in/h
12	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	147.78		56.7		1.97 in/h
13	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	144		73.7		1.09 in/h
14	CONTROL VALVE: HUNTER ICV-R	1-1/2"	BUBBLER	83.25		70.2		30.64 in/h
15	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	121.2		70.2		0.75 in/h
16	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	76.5		61.7		1.33 in/h
17	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	84.57		49.6		1.53 in/h
18	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	91.69		43.0		1.21 in/h
19	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	103.67		41.5		1.69 in/h
20	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	72		61.9		1.03 in/h
21	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	79.7		40.4		1.49 in/h
22	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	81		65.3		1.04 in/h
23	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	81		63.1		0.96 in/h
24	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	45		58.4		0.92 in/h
25	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	36.85		37.1		1.6 in/h
26	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	130.5		75.0		1.25 in/h
27	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	70.59		37.9		1.48 in/h
28	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	34.78		36.3		1.69 in/h
29	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	76.5		61.2		1.25 in/h
30	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	126		70.2		0.93 in/h
31	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	90		64.6		0.93 in/h
32	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	135		70.6		0.48 in/h
E-1	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		69.4		0.47 in/h
E-2	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		68.2		0.49 in/h
E-3	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	115.14		43.5		1.24 in/h
E-4	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	47.91		36.2		0.78 in/h
E-5	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		68.5		0.92 in/h
E-6	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		70.3		0.44 in/h
E-7	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		69.8		0.43 in/h
E-8	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		68.5		0.44 in/h
E-9	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		68.6		0.42 in/h
E-10	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	108		66.6		0.86 in/h
E-11	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		69.9		0.46 in/h
E-12	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	126		71.5		0.95 in/h
E-13	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		68.2		0.45 in/h
E-14	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		69.4		0.47 in/h
E-15	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	134.34		48.1		1.29 in/h
E-16	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	27.43		45.2		1.7 in/h
E-17	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	77.58		45.8		1.96 in/h
E-18	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	108		66.7		0.45 in/h
E-19	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	108		67.1		0.88 in/h
E-20	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		69.1		0.5 in/h
E-21	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		68.6		0.5 in/h
E-22	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	90		64.2		0.99 in/h
E-23	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	72		61.5		0.52 in/h
F1-1	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	80.9		66.1		1.58 in/h
F1-2	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	71.7		65.1		0.89 in/h
F1-3	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	71.7		65.3		0.8 in/h
F1-4	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	64.8		64.7		0.8 in/h
F1-5	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	119.5		73.2		3.25 in/h
F1-6	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	114		72.6		2.26 in/h
F1-7	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	95.6		68.7		0.65 in/h
F1-8	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	119.5		73.0		0.85 in/h
F1-9	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	104.8		70.0		1.54 in/h
F2-1	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	104.8		70.0		1.51 in/h
F2-2	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	95.6		68.5		1.02 in/h
F2-3	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	71.7		65.5		0.7 in/h
F2-4	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	113.6		67.5		2.64 in/h
F2-5	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	119.5		73.3		2.92 in/h
F2-6	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	64.8		64.9		0.72 in/h
F2-7	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	95.6		68.7		0.66 in/h
F2-8	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	95.6		68.3		0.73 in/h
F2-9	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	80.9		66.1		1.5 in/h
F2-10	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	41.2		60.1		0.67 in/h
F3-1	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	80.9		66.2		1.64 in/h
F3-2	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	95.6		68.5		0.79 in/h
F3-3	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	71.7		65.4		0.66 in/h
F3-4	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	114		72.6		3.89 in/h
F3-5	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	75.6		66.3		0.69 in/h
F3-6	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	119.5		73.2		2.67 in/h
F3-7	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	95.6		68.6		0.68 in/h
F3-8	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	95.6		68.3		0.79 in/h
F3-9	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	104.8		69.9		1.54 in/h
F4-1	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	80.9		66.1		1.58 in/h
F4-2	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	95.6		68.4		0.82 in/h
F4-3	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	95.6		68.8		0.7 in/h
F4-4	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	114		72.6		2.45 in/h
F4-5	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	119.5		73.3		3.11 in/h
F4-6	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	64.8		65.1		0.73 in/h
F4-7	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	71.7		65.3		0.83 in/h
F4-8	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	95.6		68.4		0.95 in/h
F4-9	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	104.8		70.1		1.62 in/h
F4-10	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	44.8		60.9		0.5 in/h
W-1	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	54		59.2		0.51 in/h
W-2	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	81		62.3		0.42 in/h
W-3	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	90		63.4		0.87 in/h
W-4	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	71.11		37.3		1.7 in/h
W-5	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		68.3		0.46 in/h
W-6	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	94.41		39.2		1.86 in/h
W-7	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		69.4		0.43 in/h
W-8	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		70.0		0.43 in/h
W-9	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		68.4		0.46 in/h
W-10	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	130.5		72.0		1.25 in/h
W-11	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		70.0		0.43 in/h
W-12	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		70.0		0.43 in/h
W-13	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	120.77		47.7		1.56 in/h
W-14	CONTROL VALVE: HUNTER ICV-R	1-1/2"	BUBBLER	35.5		45.8		30.64 in/h
W-15	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		69.5		0.41 in/h
W-16	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		69.7		0.99 in/h
W-17	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	90		63.4		0.43 in/h
W-18	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		69.1		0.42 in/h
W-19	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		70.2		0.43 in/h
	Common Wire				15,735			

CRITICAL ANALYSIS
SUBMERSIBLE PUMP 2 FOR COMMON AREAS AND FIELDS

Generated: 2025-07-16 12:49

P.O.C. NUMBER: 05
Water Source Information:

FLOW AVAILABLE
Point of Connection Size: 4"
Flow Available 373.9 GPM

PRESSURE AVAILABLE
Static Pressure at POC: 100 PSI
Pressure Available: 100 PSI

DESIGN ANALYSIS
Maximum Station Flow: 147.78 GPM
Flow Available at POC: 373.9 GPM
Residual Flow Available: 226.12 GPM

Critical Station: F2-5
Design Pressure: 60 PSI
Friction Loss: 2.25 PSI
Fittings Loss: 0.23 PSI
Elevation Loss: 0 PSI
Loss through Valve: 10.8 PSI
Pressure Req. at Critical Station: 73.3 PSI
Loss for Fittings: 0.48 PSI
Loss for Main Line: 4.8 PSI
Loss for POC to Valve Elevation: 0 PSI
Loss for Backflow: 0 PSI
Loss for Master Valve: 6.3 PSI
Critical Station Pressure at POC: 84.9 PSI
Pressure Available: 100 PSI
Residual Pressure Available: 15.1 PSI

WATERING SCHEDULE FOR COMMON AREAS AND FIELDS

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./DAY
1	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.31 in/h	1.5	69	6,955
2	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.78 in/h	1.5	116	8,770
3	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.85 in/h	1.5	49	3,374
4	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	5.1 in/h	1.5	18	1,863
5	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	2.66 in/h	1.5	34	891
6	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.77 in/h	1.5	118	2,454
7	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.39 in/h	1.5	65	5,451
8	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.28 in/h	1.5	71	7,988
9	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.89 in/h	1.5	102	10,669
10	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.83 in/h	1.5	109	11,576
11	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.52 in/h	1.5	60	6,180
12	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.97 in/h	1.5	46	6,798
13	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.09 in/h	1.5	83	11,952
14	CONTROL VALVE: HUNTER ICV-R	BUBBLER	30.64 in/h	1.5	3	250
15	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.75 in/h	1.5	120	14,544
16	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.33 in/h	1.5	68	5,202
17	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.53 in/h	1.5	60	5,074
18	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.21 in/h	1.5	75	6,877
19	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.69 in/h	1.5	54	5,598
20	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.03 in/h	1.5	88	6,336
21	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.49 in/h	1.5	61	4,862
22	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.04 in/h	1.5	87	7,047
23	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.96 in/h	1.5	94	7,614
24	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.92 in/h	1.5	98	4,410
25	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.6 in/h	1.5	57	2,100
26	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.25 in/h	1.5	72	9,396
27	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.48 in/h	1.5	61	4,306
28	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.69 in/h	1.5	54	1,878
29	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.25 in/h	1.5	72	5,508
30	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.93 in/h	1.5	97	12,222
31	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.93 in/h	1.5	97	8,730
32	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.48 in/h	1.5	190	25,650
F1-1	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.58 in/h	1.5	57	4,611
F1-2	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.89 in/h	1.5	102	7,313
F1-3	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.8 in/h	1.5	113	8,102
F1-4	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.8 in/h	1.5	113	7,322
F1-5	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	3.25 in/h	1.5	28	3,346
F1-6	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	2.26 in/h	1.5	40	4,560
F1-7	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.65 in/h	1.5	138	13,193
F1-8	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.85 in/h	1.5	106	12,667
F1-9	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.54 in/h	1.5	59	6,183
F2-1	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.51 in/h	1.5	60	6,288
F2-2	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.02 in/h	1.5	89	8,508
F2-3	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.7 in/h	1.5	129	9,249
F2-4	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	2.64 in/h	1.5	35	3,976
F2-5	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	2.92 in/h	1.5	31	3,705
F2-6	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.72 in/h	1.5	125	8,100
F2-7	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.66 in/h	1.5	138	13,193
F2-8	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.73 in/h	1.5	123	11,759
F2-9	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.5 in/h	1.5	61	4,935
F2-10	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.67 in/h	1.5	136	5,603
F3-1	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.64 in/h	1.5	55	4,450
F3-2	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.79 in/h	1.5	115	10,994
F3-3	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.66 in/h	1.5	136	9,751
F3-4	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	3.89 in/h	1.5	24	2,736
F3-5	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.69 in/h	1.5	131	9,904
F3-6	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	2.67 in/h	1.5	34	4,063
F3-7	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.68 in/h	1.5	132	12,619
F3-8	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.79 in/h	1.5	115	10,994
F3-9	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.54 in/h	1.5	59	6,183
F4-1	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.58 in/h	1.5	57	4,611
F4-2	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.82 in/h	1.5	110	10,516
F4-3	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.7 in/h	1.5	129	12,332
F4-4	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	2.45 in/h	1.5	37	4,218
F4-5	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	3.11 in/h	1.5	29	3,466
F4-6	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.73 in/h	1.5	124	8,035
F4-7	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.83 in/h	1.5	109	7,815
F4-8	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.95 in/h	1.5	95	9,082
F4-9	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.62 in/h	1.5	56	5,869
F4-10	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.5 in/h	1.5	181	8,109
		TOTALS:			5,859	510,885

CRITICAL ANALYSIS
SUBMERSIBLE PUMP 3 FOR WEST AREA

Generated: 2025-07-16 12:50

P.O.C. NUMBER: 06
Water Source Information:

FLOW AVAILABLE
Point of Connection Size: 4"
Flow Available 273.46 GPM

PRESSURE AVAILABLE
Static Pressure at POC: 100 PSI
Pressure Available: 100 PSI

DESIGN ANALYSIS
Maximum Station Flow: 130.5 GPM
Flow Available at POC: 273.46 GPM
Residual Flow Available: 142.96 GPM

Critical Station: W-10
Design Pressure: 55 PSI
Friction Loss: 4.42 PSI
Fittings Loss: 0.44 PSI
Elevation Loss: 0 PSI
Loss through Valve: 12.2 PSI
Pressure Req. at Critical Station: 72.0 PSI
Loss for Fittings: 0.81 PSI
Loss for Main Line: 8.09 PSI
Loss for POC to Valve Elevation: 0 PSI
Loss for Backflow: 0 PSI
Loss for Master Valve: 2.5 PSI
Critical Station Pressure at POC: 83.4 PSI
Pressure Available: 100 PSI
Residual Pressure Available: 16.6 PSI

WATERING SCHEDULE FOR WEST AREA

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
W-1	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.51 in/h	1.5	176	9,504	9,504
W-2	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.42 in/h	1.5	215	17,415	17,415
W-3	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.87 in/h	1.5	104	9,360	9,360
W-4	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.7 in/h	1.5	53	3,769	3,769
W-5	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.46 in/h	1.5	197	23,049	23,049
W-6	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.86 in/h	1.5	49	4,626	4,626
W-7	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.43 in/h	1.5	210	24,570	24,570
W-8	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.43 in/h	1.5	209	24,453	24,453
W-9	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.46 in/h	1

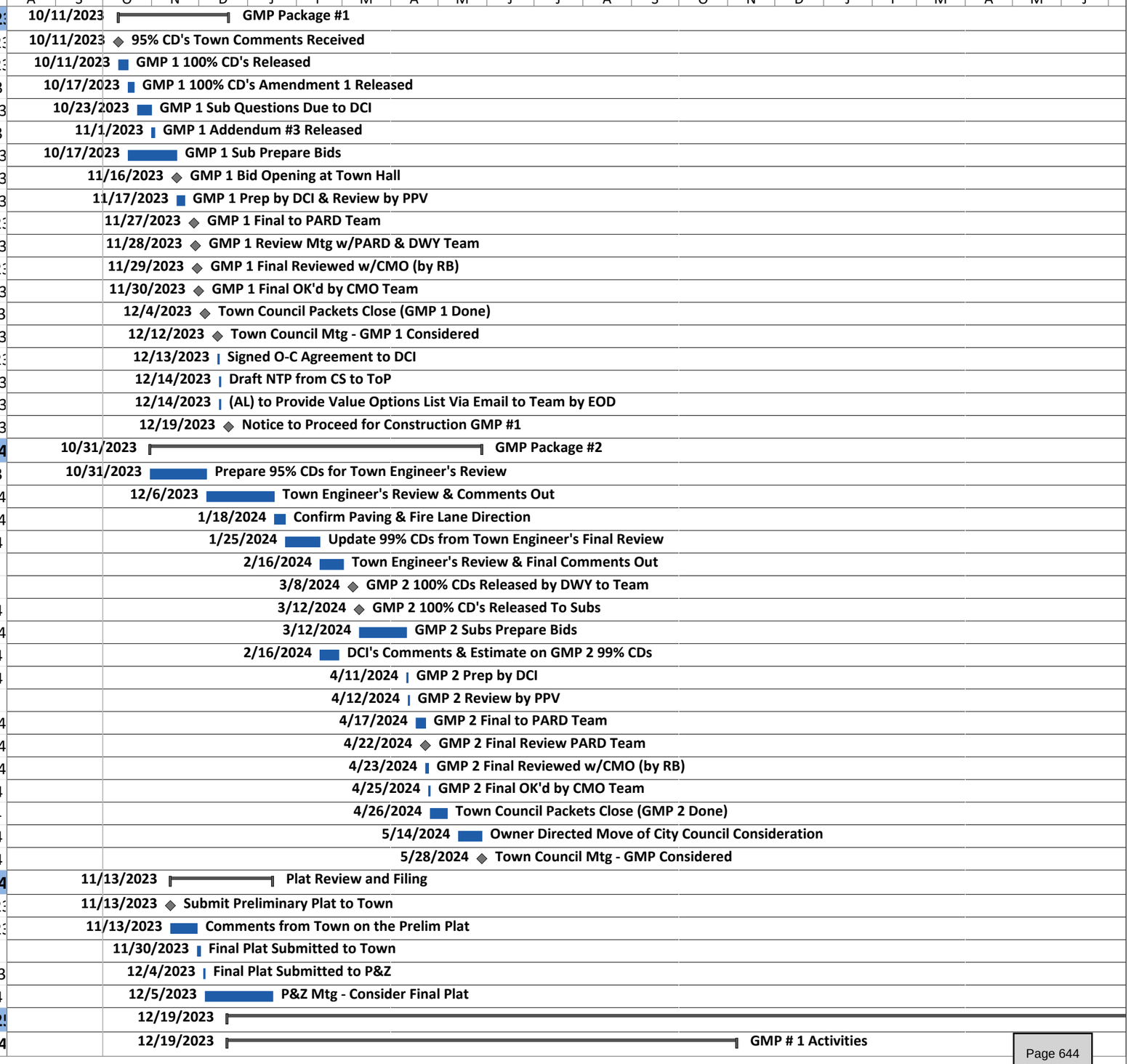
Master Project Schedule for CO #04

Town of Prosper - Raymond Community Park - Master Project Schedule - GMP #s 1 and 2

Updated on 09 MAR 2024
Printed on Wed 9/27/25

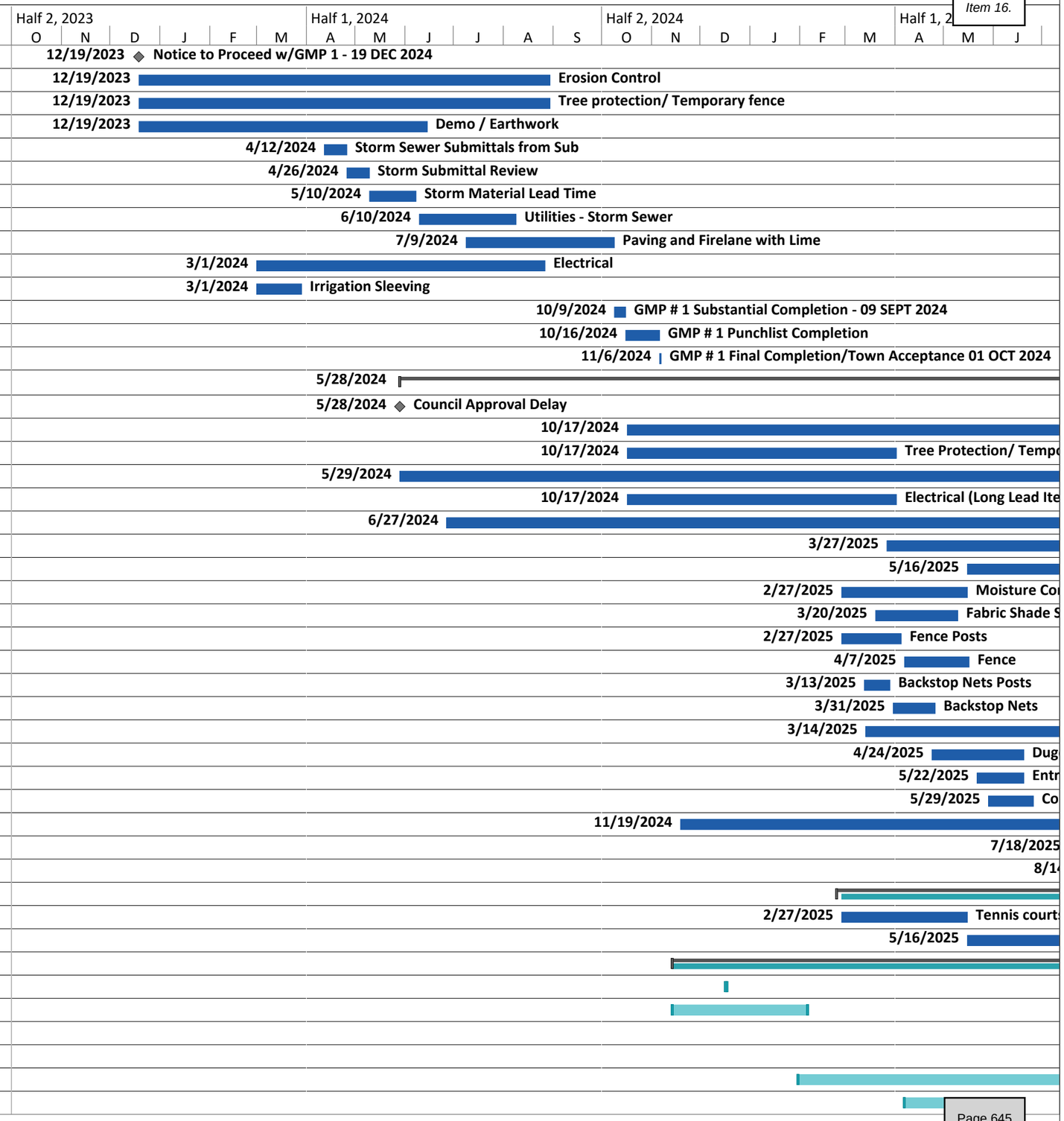
Item 16.

ID		Biz Days	Start	Finish
1	**GMP Package #1**	**48 days**	**Wed 10/11/2**	**Tue 12/19/2**
2	95% CD's Town Comments Received	0 days	Wed 10/11/2	Wed 10/11/2
3	GMP 1 100% CD's Released	4 days	Wed 10/11/2	Mon 10/16/2
4	GMP 1 100% CD's Amendment 1 Released	4 days	Tue 10/17/23	Fri 10/20/23
5	GMP 1 Sub Questions Due to DCI	7 days	Mon 10/23/2	Tue 10/31/23
6	GMP 1 Addendum #3 Released	2 days	Wed 11/1/23	Thu 11/2/23
7	GMP 1 Sub Prepare Bids	23 days	Tue 10/17/23	Thu 11/16/23
8	GMP 1 Bid Opening at Town Hall	0 days	Thu 11/16/23	Thu 11/16/23
9	GMP 1 Prep by DCI & Review by PPV	3 days	Fri 11/17/23	Tue 11/21/23
10	GMP 1 Final to PARD Team	0 days	Mon 11/27/2	Mon 11/27/2
11	GMP 1 Review Mtg w/PARD & DWY Team	0 days	Tue 11/28/23	Tue 11/28/23
12	GMP 1 Final Reviewed w/CMO (by RB)	0 days	Wed 11/29/2	Wed 11/29/2
13	GMP 1 Final OK'd by CMO Team	0 days	Thu 11/30/23	Thu 11/30/23
14	Town Council Packets Close (GMP 1 Done)	0 days	Mon 12/4/23	Mon 12/4/23
15	Town Council Mtg - GMP 1 Considered	0 days	Tue 12/12/23	Tue 12/12/23
16	Signed O-C Agreement to DCI	1 day	Wed 12/13/2	Wed 12/13/2
17	Draft NTP from CS to ToP	1 day	Thu 12/14/23	Thu 12/14/23
18	(AL) to Provide Value Options List Via Email to Team by E(	1 day	Thu 12/14/23	Thu 12/14/23
19	Notice to Proceed for Construction GMP #1	0 days	Tue 12/19/23	Tue 12/19/23
20	**GMP Package #2**	**147 days**	**Tue 10/31/2**	**Tue 5/28/24**
21	Prepare 95% CDs for Town Engineer's Review	24 days	Tue 10/31/23	Tue 12/5/23
22	Town Engineer's Review & Comments Out	30 days	Wed 12/6/23	Wed 1/17/24
23	Confirm Paving & Fire Lane Direction	5 days	Thu 1/18/24	Wed 1/24/24
24	Update 99% CDs from Town Engineer's Final Review	16 days	Thu 1/25/24	Thu 2/15/24
25	Town Engineer's Review & Final Comments Out	11 days	Fri 2/16/24	Fri 3/1/24
26	GMP 2 100% CDs Released by DWY to Team	0 days	Fri 3/8/24	Fri 3/8/24
27	GMP 2 100% CD's Released To Subs	0 days	Tue 3/12/24	Tue 3/12/24
28	GMP 2 Subs Prepare Bids	22 days	Tue 3/12/24	Wed 4/10/24
29	DCI's Comments & Estimate on GMP 2 99% CDs	8 days	Fri 2/16/24	Tue 2/27/24
30	GMP 2 Prep by DCI	1 day	Thu 4/11/24	Thu 4/11/24
31	GMP 2 Review by PPV	1 day	Fri 4/12/24	Fri 4/12/24
32	GMP 2 Final to PARD Team	4 days	Wed 4/17/24	Mon 4/22/24
33	GMP 2 Final Review PARD Team	0 days	Mon 4/22/24	Mon 4/22/24
34	GMP 2 Final Reviewed w/CMO (by RB)	2 days	Tue 4/23/24	Wed 4/24/24
35	GMP 2 Final OK'd by CMO Team	1 day	Thu 4/25/24	Thu 4/25/24
36	Town Council Packets Close (GMP 2 Done)	7 days	Fri 4/26/24	Mon 5/6/24
37	Owner Directed Move of City Council Consideration	10 days	Tue 5/14/24	Tue 5/28/24
38	Town Council Mtg - GMP Considered	0 days	Tue 5/28/24	Tue 5/28/24
39	**Plat Review and Filing**	**44 days**	**Mon 11/13/2**	**Tue 1/16/24**
40	Submit Preliminary Plat to Town	0 days	Mon 11/13/2	Mon 11/13/2
41	Comments from Town on the Prelim Plat	11 days	Mon 11/13/2	Wed 11/29/2
42	Final Plat Submitted to Town	2 days	Thu 11/30/23	Fri 12/1/23
43	Final Plat Submitted to P&Z	1 day	Mon 12/4/23	Mon 12/4/23
44	P&Z Mtg - Consider Final Plat	30 days	Tue 12/5/23	Tue 1/16/24
45	**Construction**	**517 days?**	**Tue 12/19/2**	**Tue 12/30/2**
46	**GMP # 1 Activities**	**228 days**	**Tue 12/19/23**	**Wed 11/6/24**



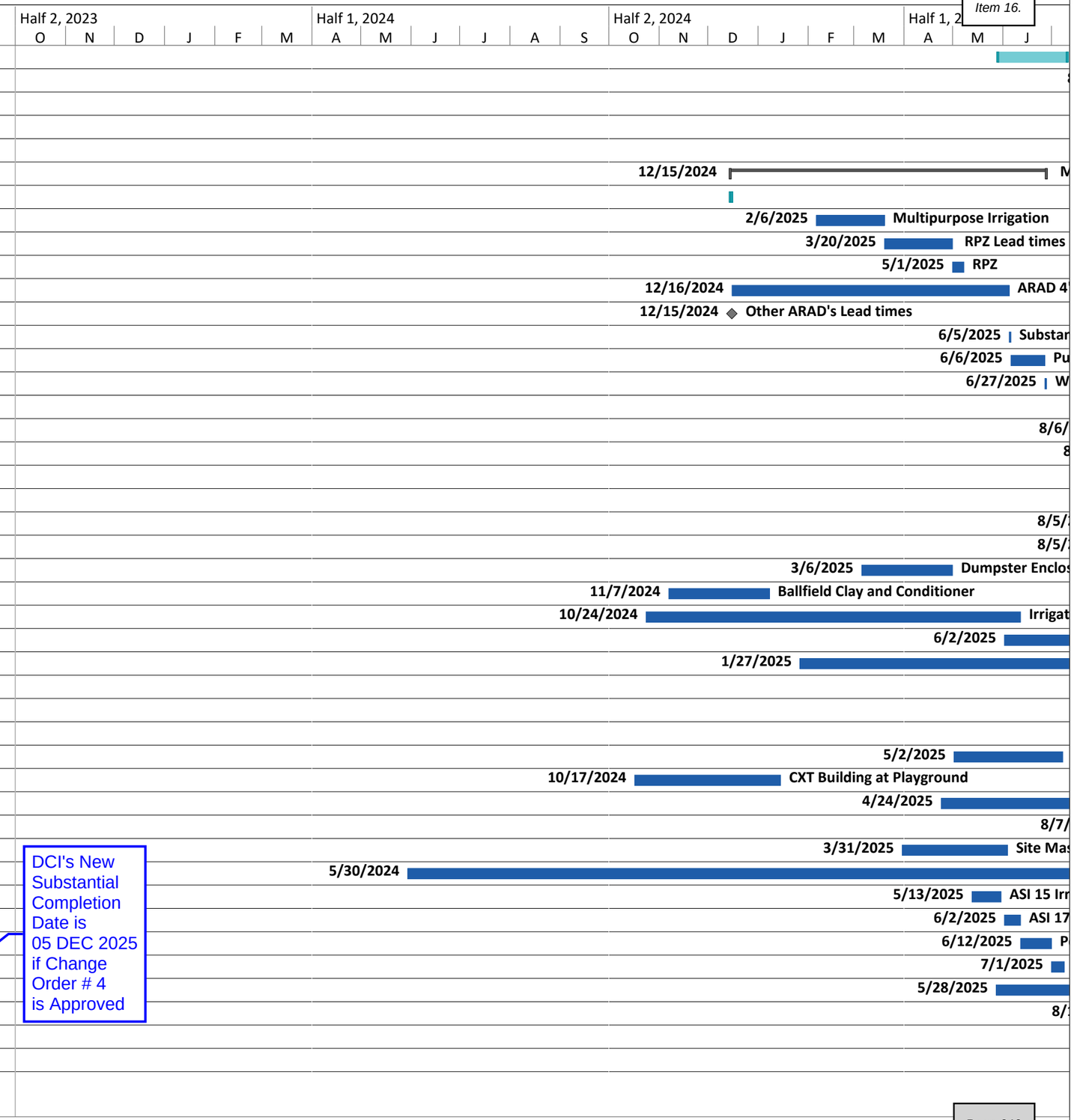
Master Project Schedule for CO #04 (continued)

ID		Duration	Start	Finish
47	Notice to Proceed w/GMP 1 - 19 DEC 2024	0 days	Tue 12/19/23	Tue 12/19/23
48	Erosion Control	180 days	Tue 12/19/23	Thu 8/29/24
49	Tree protection/ Temporary fence	180 days	Tue 12/19/23	Thu 8/29/24
50	Demo / Earthwork	127 days	Tue 12/19/23	Fri 6/14/24
51	Storm Sewer Submittals from Sub	10 days	Fri 4/12/24	Thu 4/25/24
52	Storm Submittal Review	10 days	Fri 4/26/24	Thu 5/9/24
53	Storm Material Lead Time	20 days	Fri 5/10/24	Fri 6/7/24
54	Utilities - Storm Sewer	43 days	Mon 6/10/24	Thu 8/8/24
55	Paving and Firelane with Lime	65 days	Tue 7/9/24	Tue 10/8/24
56	Electrical	125 days	Fri 3/1/24	Mon 8/26/24
57	Irrigation Sleeving	20 days	Fri 3/1/24	Thu 3/28/24
58	GMP # 1 Substantial Completion - 09 SEPT 2024	5 days	Wed 10/9/24	Tue 10/15/24
59	GMP # 1 Punchlist Completion	15 days	Wed 10/16/24	Tue 11/5/24
60	GMP # 1 Final Completion/Town Acceptance 01 OCT 2(	1 day	Wed 11/6/24	Wed 11/6/24
61	**GMP # 2 Activities**	**403 days?**	**Tue 5/28/24**	**Tue 12/30/25**
62	Council Approval Delay	0 days	Tue 5/28/24	Tue 5/28/24
63	Erosion Control	200 days	Thu 10/17/24	Thu 7/31/25
64	Tree Protection/ Temporary Fence	115 days	Thu 10/17/24	Tue 4/1/25
65	GMP #2 Construction Work	360 days	Wed 5/29/24	Mon 10/27/25
66	Electrical (Long Lead Items from GMP # 01)	115 days	Thu 10/17/24	Tue 4/1/25
67	Site Concrete	281 days	Thu 6/27/24	Tue 8/5/25
68	Limestone Block walls	80 days?	Thu 3/27/25	Fri 7/18/25
69	Pickleball Courts	120 days?	Fri 5/16/25	Tue 11/4/25
70	Moisture Conditioning @ Pickleball	56 days?	Thu 2/27/25	Thu 5/15/25
71	Fabric Shade Structure Foundations	37 days?	Thu 3/20/25	Fri 5/9/25
72	Fence Posts	27 days?	Thu 2/27/25	Fri 4/4/25
73	Fence	30 days	Mon 4/7/25	Fri 5/16/25
74	Backstop Nets Posts	12 days?	Thu 3/13/25	Fri 3/28/25
75	Backstop Nets	20 days	Mon 3/31/25	Fri 4/25/25
76	Bleacher Shade Structures	100 days?	Fri 3/14/25	Mon 8/4/25
77	Dugout Metal Roofs	40 days?	Thu 4/24/25	Thu 6/19/25
78	Entry Gateways	20 days?	Thu 5/22/25	Thu 6/19/25
79	Coit Road Monument Signs	20 days?	Thu 5/29/25	Wed 6/25/25
80	Restroom Concession Building	190 days	Tue 11/19/24	Tue 8/19/25
81	Aluminum Bleacher Seating	20 days	Fri 7/18/25	Thu 8/14/25
82	Parking Lot Striping	10 days?	Thu 8/14/25	Wed 8/27/25
83	**Tennis Courts add**	**180 days**	**Mon 2/24/25**	**Wed 11/5/25**
84	Tennis courts Moisture conditioning	56 days	Thu 2/27/25	Thu 5/15/25
85	Tennis courts	119 days	Fri 5/16/25	Mon 11/3/25
86	**Trail Expansion**	**241 days**	**Thu 11/14/24**	**Mon 10/27/25**
87	Notice to Proceed	1 day	Tue 12/17/24	Tue 12/17/24
88	Design Stage	56 days	Thu 11/14/24	Wed 2/5/25
89	Trail Construction	30 days	Thu 7/17/25	Wed 8/27/25
90	Low water crossings	30 days	Thu 7/17/25	Wed 8/27/25
91	Order Bridge	148 days	Fri 1/31/25	Thu 8/28/25
92	Install Piers	30 days	Mon 4/7/25	Fri 5/16/25



Master Project Schedule for CO #04 (continued)

ID				Finish
93	Install Abuttments	30 days	Thu 5/29/25	Thu 7/10/25
94	Install Bridge	1 day	Fri 8/29/25	Fri 8/29/25
95	Substantial Completion	1 day	Tue 9/2/25	Tue 9/2/25
96	Punchlist	15 days	Wed 9/3/25	Tue 9/23/25
97	Walkthrough	1 day	Wed 9/24/25	Wed 9/24/25
98	**Multipurpose Irrigation/Purple pipe**	**137 days**	**Sun 12/15/24**	**Fri 6/27/25**
99	Notice to proceed	1 day	Sun 12/15/24	Sun 12/15/24
100	Multipurpose Irrigation	30 days	Thu 2/6/25	Wed 3/19/25
101	RPZ Lead times	30 days	Thu 3/20/25	Wed 4/30/25
102	RPZ	5 days	Thu 5/1/25	Wed 5/7/25
103	ARAD 4" Lead time	120 days	Mon 12/16/24	Wed 6/4/25
104	Other ARAD's Lead times	0 days	Sun 12/15/24	Sun 12/15/24
105	Substantial Completion	1 day	Thu 6/5/25	Thu 6/5/25
106	Punchlist	15 days	Fri 6/6/25	Thu 6/26/25
107	Walkthrough	1 day	Fri 6/27/25	Fri 6/27/25
108	**Multipurpose lighting added 7/10/25**	**65 days?**	**Wed 7/23/25**	**Wed 10/22/25**
109	Underground	14 days?	Wed 8/6/25	Mon 8/25/25
110	Pole bases	14 days?	Tue 8/26/25	Mon 9/15/25
111	Pole setting (12 week lead time)	1 day?	Tue 10/21/25	Tue 10/21/25
112	**Irrigation Changes 7/10/25**	**58 days?**	**Tue 8/5/25**	**Fri 10/24/25**
113	New meters (10 week lead time)	50 days?	Tue 8/5/25	Tue 10/14/25
114	New RPZ's and irrigation changes (8 week lead time)	45 days?	Tue 8/5/25	Tue 10/7/25
115	Dumpster Enclosure	40 days?	Thu 3/6/25	Wed 4/30/25
116	Ballfield Clay and Conditioner	40 days?	Thu 11/7/24	Tue 1/7/25
117	Irrigation System with Town Water	160 days	Thu 10/24/24	Wed 6/11/25
118	Landscape	80 days	Mon 6/2/25	Tue 9/23/25
119	Fine Grade	180 days?	Mon 1/27/25	Wed 10/8/25
120	**Irrigation main lines ready for well system**	14 days?	Wed 10/22/25	Mon 11/10/25
121	**Turf Establishment edited 8/27/2025 (Change order #**	**30 days?**	**Wed 10/22/25**	**Thu 12/4/25**
122	All Sod no hydromulch	30 days?	Wed 10/22/25	Thu 12/4/25
123	Playground	45 days?	Fri 5/2/25	Mon 7/7/25
124	CXT Building at Playground	60 days?	Thu 10/17/24	Tue 1/14/25
125	Handrails/Guardrails	80 days?	Thu 4/24/25	Fri 8/15/25
126	Site Amenities	56 days	Thu 8/7/25	Fri 10/24/25
127	Site Masonry	46 days?	Mon 3/31/25	Tue 6/3/25
128	Construction Layout	358 days?	Thu 5/30/24	Fri 10/24/25
129	ASI 15 Irrigation changes	13 days	Tue 5/13/25	Fri 5/30/25
130	ASI 17 Irrigation changes	8 days	Mon 6/2/25	Wed 6/11/25
131	Pedestrian Poles Bid alt gmp 1 alt 2.0	13 days	Thu 6/12/25	Mon 6/30/25
132	Monument Sign bid alt gmp 2 alt 2.10	5 days	Tue 7/1/25	Tue 7/8/25
133	Rain Delay	58 days	Wed 5/28/25	Mon 8/18/25
134	Owner's Weather Float	32 days?	Tue 8/19/25	Thu 10/2/25
135	GMP # 2 Substantial Completion	1 day	Fri 12/5/25	Fri 12/5/25
136	GMP # 2 Punchlist Completion	15 days	Mon 12/8/25	Mon 12/29/25
137	GMP # 2 Final Completion/Town Acceptance	1 day	Tue 12/30/25	Tue 12/30/25



DCI's New Substantial Completion Date is 05 DEC 2025 if Change Order # 4 is Approved

TOWN OF PROSPER
A Place Where Everyone Matters

POLICE DEPARTMENT

To: **Mayor and Town Council**

From: **Doug Kowalski, Chief of Police**

Through: **Mario Canizares, Town Manager**

Re: **Presentation on E-Motorcycles & E-Bikes**

Town Council Meeting – October 14, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

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Agenda Item:
Receive an update on the safety concerns and enforcement efforts regarding E-Motorcycles and E-Bikes.

Description of Agenda Item:
The issue of unsafe usage of E-motorcycles and E-bicycles continues to be an issue within the Town limits. There have been many reports made to the Police Department about riders, especially juveniles, operating unsafely, disobeying traffic laws, damaging public and private property, and in some cases harassing pedestrians. In recent months, there have been accidents between motor vehicles and riders causing injuries.

The purpose of the discussion and presentation to the Town Council is to review the existing state and local laws that are currently being enforced. In addition, Police Department staff will be proposing additional policy/ordinance changes for the Council to consider. Once direction is given, Prosper Police will work through the Town Attorney to bring forward ordinance amendments for the Council's review and approval.

In addition, if the ordinance is amended, Prosper PD and Communications will work on an education campaign that can be shared with PISD-PD and request that they pass these changes to the parents and school administrators.

Budget Impact:
There is no budgetary impact affiliated with this item.

Town Staff Recommendation:
This is a discussion item only with Council feedback.

TOWN OF PROSPER
A Place Where Everyone Matters

COMMUNITY ENGAGEMENT & EXPERIENCES

To: **Mayor and Town Council**

From: **Kaylynn Stone, Special Events Manager**

Through: **Mario Canizares, Town Manager**
Robyn Battle, Executive Director
Todd Rice, Director of Community Engagement & Experiences

Re: **2026 Special Events Calendar**

Town Council Meeting – October 14, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services
2. Development of Downtown as Destination

Agenda Item:
Discussion regarding the 2026 Special Events Calendar.

Description of Agenda Item:
The proposed 2026 Special Event Calendar was developed based on input from multiple sources, including the results of the 2025 Special Event Survey. Survey feedback indicated that residents appreciate the "small town" and local atmosphere of current special events, while also expressing a desire for improved parking options, greater diversity and inclusion, and enhanced event promotion.

The draft calendar received support from the Parks and Recreation Board on August 14, 2025. It was also endorsed by members present during the Joint Parks and Recreation/Community Engagement Committee discussion on September 11, 2025, and at the Community Engagement Committee meeting on October 1, 2025.

The calendar has been updated to reflect feedback received during these meetings. Staff now recommend approval of the proposed 2026 Special Event Calendar in order to begin promoting the events and securing vendors for the scheduled dates.

Budget Impact:
The events proposed in the 2026 Special Event Calendar will be funded through the current Special Events Budget; Special Events, 16063013 – 58600; Prosper Christmas Festival, 16063013 – 58610

Attached Documents:
1. Proposed 2026 Special Events Calendar

Town Staff Recommendation:
Town Staff recommend that the Town Council provide feedback on the 2026 Special Events Calendar.

Proposed 2026 Special Events Calendar

Date:	Time:	Event:	Location:
February - 21	9:00 a.m. - 11:00 a.m.	Prosper Fishing Derby	Frontier Park
March - 11	9:00 a.m. - 11:00 a.m.	Mayor's Coffee for Active Adults	Fire Station #2 (Teel)
March - 28	8:00 a.m. - Finish	P-Town Throwdown Pickleball Tournament	Raymond Community
May - 7	12:00 p.m. - 1:00 p.m.	National Day of Prayer	Town Hall
May	TBD	Prosper on Tap (Blooms and Bubbly)	Broadway St.
May	TBD	Downtown Block Party	Broadway St.
May - 25	10:00 a.m.	Memorial Day Ceremony	Frontier Park
July - 2	5:00 p.m. - 10:00 p.m.	Pride in the Sky	Frontier Park
July - 18	TBD	Prosper on Tap (Bourbon, Beer & Bubbly)	Broadway St.
September - 22	10:00 a.m. - 1:00 p.m.	Active Adult Fair	TBD
October	TBD	Prosper on Tap (NFL Kick Off)	Broadway St.
October - 14	11:00 a.m. - 1:00 p.m.	Mayor's Luncheon	LDS Church
October - 17	4:00 p.m. - 8:00 p.m.	Celebrate Prosper	Frontier Park
November - 6	5:00 p.m. - 6:00 p.m.	Arbor Day Celebration	TBD
November - 7	8:00 a.m. - 11:00 a.m.	Veterans Day Honor Run	Frontier Park
November - 21	TBD	Prosper on Tap (Friendsgiving Sip & Stroll)	Broadway St.
December - 1	5:00 p.m. - 7:30 p.m.	Sensory Photos with Santa	Town Hall Lobby
December - 5	3:00 p.m. - 7:00 p.m.	Christmas Festival	Town Hall Parking Lot