



**AGENDA**  
**Planning & Zoning Commission**  
Prosper Town Hall, Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, July 15, 2025  
**6:00 PM**

Welcome to the Prosper Planning & Zoning Commission Meeting.

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

**Addressing the Planning & Zoning Commission:**

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

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

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

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

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

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

**CONSENT AGENDA:**

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

- 3a. Consider and act upon the minutes from the June 17, 2025, Planning & Zoning Commission work session meeting.
- 3b. Consider and act upon the minutes from the June 17, 2025, Planning & Zoning Commission regular meeting.
- 3c. Consider and act upon the minutes from the June 17, 2025, Planning & Zoning Commission work session meeting regarding the Unified Development Code.

- 3d. Consider and act upon a request for a Replat of Prosper Ridge, Blocks D-F, on 12.0± acres, located on the southwest corner of Legacy Drive and Prosper Trail. (DEVAPP-25-0057)

### **CITIZEN COMMENTS**

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

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

4. Conduct a Public Hearing and consider and act upon a request 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)
5. 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)
6. Conduct a Public Hearing and consider and act upon a request to rezone 18.7± acres from Planned Development-14 (Retail) to Planned Development-Retail on Netherly Survey, Abstract 962, Tract 7, located on the northwest corner of Legacy Drive and First Street. (ZONE-25-0004)
7. Review actions taken by the Town Council and possibly direct Town Staff to schedule topic(s) for discussion at a future meeting.
8. Adjourn.

### **CERTIFICATION**

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, July 11, 2025, and remained so posted at least 72 hours before said meeting was convened.

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

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

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

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



**MINUTES**  
**Prosper Planning & Zoning Commission**  
**Work Session**  
Prosper Town Hall  
Executive Conference Room  
250 W. First Street, Prosper, Texas  
Tuesday, June 17, 2025, 5:30 p.m.

**Call to Order / Roll Call**

The meeting was called to order at 5:42 p.m.

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

Staff Present: David Hoover, AICP (Director of Development Services), Suzanne Porter, AICP (Planning Manager), Dakari Hill (Senior Planner), Jerron Hicks (Planner) and Michelle Crowe (Senior Administrative Assistant)

Other(s) Present: Jeremy Page, Town Attorney

**Items for Individual Consideration:**

**1. Discuss items on the June 17, 2025, Planning & Zoning Commission agenda.**

The Commissioners inquired about Consent Agenda Items 3e, 3f, 3j, 3k, 3l. Specifically, there was discussion regarding the waivers being requested. Town Staff answered questions regarding lot frontage on fire lane versus frontage on the public right-of-way.

The Commissioners inquired about Consent Agenda Item 3m. Town Staff reviewed the item discussing the proposed number of lots, the standards for the development, and the Town Staff's recommendation. It was confirmed the applicant would be in attendance and could address any questions.

Staff provided a brief overview of Regular Agenda Items 4 and 5, stating that the applicant had a presentation and could address any questions.

**2. Adjourn.**

The work session was adjourned at 6:16 p.m.

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Michelle Crowe, Senior Administrative Assistant

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Josh Carson, Secretary





**MINUTES**  
**Prosper Planning & Zoning Commission**  
**Regular Meeting**  
Prosper Town Hall  
Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, June 17, 2025, 6:00 p.m.

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

The meeting was called to order at 6:21 p.m.

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

Staff Members Present: David Hoover, AICP (Director of Development Services), Suzanne Porter, AICP (Planning Manager), Dakari Hill (Senior Planner), Jerron Hicks (Planner), and Michelle Crowe (Senior Administrative Assistant)

Other(s) Present: Jeremy Page, Town Attorney

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

**CONSENT AGENDA**

- 3a. Consider and act upon the minutes from the June 3, 2025, Planning & Zoning Commission work session meeting.
- 3b. Consider and act upon the minutes from the June 3, 2025, Planning & Zoning Commission regular meeting.
- 3c. Consider and act upon the minutes from the June 3, 2025, Planning & Zoning Commission work session meeting regarding the Unified Development Code.
- 3d. Consider and act upon a request for a Final Plat for a Public School, on 85.5± acres, located on the southeast corner of West First Street and South Teel Parkway. The property is zoned Planned Development-48 (PD-48) Grey Tract 163. (DEVAPP-23-0066)
- 3e. Consider and act upon a request for a Waiver for Lot Frontage on Frontier South, Block A, Lot 3, on 1.7± acres, located on the west side of Preston Road and 500± feet north of Coleman Street. (WAIV-25-0003)
- 3f. Consider and act upon a request for a Preliminary Site Plan for Restaurant/Retail and Retail Buildings on Frontier South, Block A, Lots 1-3, on 7.9± acres, located on the west side of Preston Road and 500± feet north of Coleman Street. (DEVAPP-24-0128)
- 3g. Consider and act upon a request for a Site Plan for a Restaurant/Retail Building on Westside Addition, Block A, Lot 18R, on 3.2± acres, located on the east side of FM 1385 and 1,100± feet north of University Drive. (DEVAPP-24-0135)

- 3h. **Consider and act upon a request for a Replat for a Restaurant/Retail Building on Westside Addition, Block A, Lot 18R, on 3.2± acres, located on the east side of FM 1385 and 1,100± feet north of University Drive. (DEVAPP-24-0133)**
- 3i. **Consider and act upon a request for a Façade Plan for a Restaurant/Retail Building on Westside Addition, Block A, Lot 18R, on 3.2± acres, located on the east side of FM 1385 and 1,100± feet north of University Drive. (DEVAPP-24-0136)**
- 3j. **Consider and act upon a request for a Waiver for Lot Frontage on Victory at Frontier, Block A, Lots 3 and 9, on 13.3± acres, located on the south side of Frontier Parkway and 345± feet west of Preston Road. (WAIV-25-0001)**
- 3k. **Consider and act upon a request for a Preliminary Site Plan for a Health Studio, Parking, Open Space, and Restaurant/Retail Buildings on Victory at Frontier, Block A, Lots 3, 5, 8, and 9, on 18.5± acres, located on the south side of Frontier Parkway and 345± feet west of Preston Road. (DEVAPP-25-0014)**
- 3l. **Consider and act upon a request for a Revised Conveyance Plat of Victory at Frontier, Block A, Lots 3, 5, 8, and 9, on 18.5± acres, located on the south side of Frontier Parkway and 345± feet west of Preston Road. (DEVAPP-25-0015)**
- 3m. **Consider and act upon a request for a Preliminary Plat of Mirabella, on 190.2± acres, located on the north side of University Drive and 1,000± feet west of Custer Road. (DEVAPP-25-0039)**
- 3n. **Consider and act upon a request for a Revised Preliminary Site Plan for Medical Office and Restaurant/Retail Buildings on Prosper Center, Block A, Lots 10-11, on 6.2± acres, located on the northwest corner of Legacy Drive and Prairie Drive. (DEVAPP-25-0041)**

Commissioner Hamilton made a motion to pull Items 3e, 3f and 3j, 3k, and 3l. Commissioner Blanscet made a motion to pull Item 3m from the Consent Agenda.

Commissioner Carson made a motion to approve Items 3a, 3b, 3c, 3d, 3g, 3h, 3i, and 3n. The motion was seconded by Commissioner Hamilton. The motion was carried unanimously by a vote of 5-0.

Mr. Hill presented Items 3e and 3f. Staff discussed the waiver request. Staff recommend conditioning the approval of the preliminary site plan upon the creation of a Property Owners' Association prior to the recordation of a plat to subdivide the property, as well as Town Council's approval of a waiver for lot frontage of Lot 3.

Commissioner Hamilton stated it is not typical to approve zoning without frontage onto a major road, like Preston Road, but the zoning was previously approved knowing there were lots without frontage. There was a question as to whether access to the back building could be improved since the pathway is concerning. Additionally, the change from office to retail would require additional parking, though there is adequate parking on the plan.

Mr. Hill stated the plans have been evaluated by the Engineering and Fire Departments and have approved the proposal and the lot layout matches the zoning concept plan.

Commissioner Carson further discussed with Mr. Hill the parking requirements for the proposed development.

Commissioner Hamilton asked if there will be any future development that would connect to the west or south of the property, with Mr. Hill confirming that there will be no future development or connections to Lot 3.

Commissioner Hamilton made a motion to approve Items 3e and 3f. The motion was seconded by Commissioner Carson. The motion was carried unanimously by a vote of 5-0.

Mr. Hill presented an overview of Items 3j, 3k, and 3l.

Commissioner Carson requested clarification regarding open space versus landscape area.

Mr. Hill stated that open space is not required landscaping. In the ordinance we have required landscaping, whether it is parking islands, buffers along thoroughfares. Those cannot be counted as open space. Open space must be green space outside of that required landscaping.

Commissioner Hamilton made a motion to approve Items 3j, 3k and 3l, subject to staff recommendations. The motion was seconded by Commissioner Furey. The motion was carried unanimously by a vote of 5-0.

Regarding Item 3m, the Commissioners and Staff discussed the proposed plat and how it compared to the previously approved plat regarding lot size, lot count, lot widths and design. This new preliminary plat has been reconfigured to preserve more natural treed areas

Commissioner Blanscet asked about the minimum lot width of 55 feet and inquired whether there could be an amendment for a minimum lot width of 60 feet. Mr. Dalton Smith, the engineer that drafted the plat, confirmed there are no lots less than 60 feet wide. Mr. Jeremy Page, Town Attorney, noted that an amendment could not be made to the minimum lot width as it is a stipulation of the zoning.

Commissioner Blanscet made a motion to approve Items 3m. The motion was seconded by Commissioner Hamilton. The motion was carried unanimously by a vote of 5-0.

### **CITIZEN COMMENTS**

Mr. Costa – Requested changes to the Light ordinance, specifically to § 4.6.8.B to change from wattage to lumens and modify the exemption to motion detection lights.

Ms. Schlemmer – Requested resolution to issues with the development of her property that was rezoned and will be used for a barber shop. There is a non-conforming building on the property. Variances may be needed.

### **REGULAR AGENDA:**

- 4. 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± fee east of FM 1385. (ZONE-24-0022)**

Mr. Hill presented an overview of Regular Agenda Items 4 and 5.

The applicant, Mr. Mike Boswell of Toll Brothers, provided a presentation with slides regarding the proposal.

Commissioner Hamilton requested clarification regarding the location of the amenity center in the active adult community and inquired whether there would be trails, other than sidewalks, for residents to use to navigate throughout the community. Mr. Boswell noted that the proposed

location was intentional because it can be seen when entering the community making it a market feature. Hamilton stated that he would like to see an amenity center on the south side of the community to provide residents further away from the proposed amenity center with a closer option.

Commissioner Hamilton requested clarification on the home sizes, noting that the standards indicated they would be a minimum of 1,800 square feet. Mr. Boswell noted that the smallest home size would be 3,000 square feet.

Commissioner Hamilton requested clarification of the proposed usage of green space on the property located on the north side of Frontier Parkway, where the homes are isolated. Mr. Boswell stated that it is set up to be the size needed for a pocket park.

Commissioner Hamilton requested clarification on the connectivity between this development and Windsong Ranch and if there is a place for another connection to the south. Mr. Boswell noted that there will be a large mobility loop. Additionally, Boswell indicated that there was a Town Park on the south side of the development and that there had been some communication with the Parks Department about the possibility of connection; however, no plan had been put in place at this point.

Commissioner Hamilton asked if the applicant would be opposed to adding language requiring three-car garages on the eastern tract and increasing the minimum size of garages from 400 square feet to 600 square feet. Mr. Addison Rogers, with Toll Brothers, discussed this possibility, indicating that he did not believe adding language for a 600 square foot garage would be an issue.

Commissioner Hamilton stated that he supported a 55-year-old and older community, citing it as a need for the Town. Additionally, he added that an active adult community made sense on the western tract. Commissioner Hamilton also stated that he would like to see an additional amenity center on the southern portion of the active adult community to allow accessibility to amenities for residents in that area of the neighborhood and introducing larger lots sizes up to 20,000 square feet on the eastern tract.

Commissioner Carson stated that he appreciates the quality of homes Toll Brothers builds. concerns regarding the density of the proposal and would like to see increased lot sizes, getting them up to 12,500 square feet. He stated that the creek area and flood plain were important natural features that added to the proposal; however, the lack of amenities shown on both tracts and the higher density in the active adult community made it hard to support the proposal in its current state. Commissioner Carson stated that the proposal would be more favorable with more green space, pocket parks, and trails on the southern portion of the active adult community and elimination of some of the permitted uses not indicated on the proposed concept plan. Regarding facades, placing a farmhouse style lot on a 55-foot lot seems unusual.

Commissioner Blanscet noted his agreement with the concerns other commissioners had voiced. Additionally, he indicated that he was not in favor of lots that were 55 feet wide, indicating that a 65-foot-wide lot is still small and could work. He emphasized the need for additional amenity areas throughout the development. Mr. Boswell addressed the amenity concerns, asking to be mindful that the lots not be reduced because the park fees could fund parks and that park areas are not located in an area to provide amenities to other communities or towns.

Commissioner Furay also noted his agreement with the concerns other commissioners had voiced and asked the applicant about the amount of cementitious fiber board utilized on the Craftsman and Modern Farmhouse home styles. Mr. Boswell indicated that a higher amount of cementitious fiber board would be used for the Craftsman and Modern Farmhouse home styles than what is represented on the elevation in the exhibit.

Commissioner Furay stated that he had concerns regarding the portion of the community on the north side of Frontier Parkway and asked the applicant about possible signage to indicate that the area was connected to the community on the south side of Frontier Parkway.

Mr. Boswell stated that the area shown on the concept plan on the north side of Frontier Parkway was orphaned due to the future realignment of the road indicated on the Town's Master Thoroughfare Plan. He stated that some details were still unknown since the exact layout of the road is not finalized. However, Boswell stated that there was an opportunity for the area to have amenities and green space for the homes on the north side of Frontier Parkway.

Vice Chair Damon Jackson opened the public hearing. He noted that two forms were submitted, both not opposed to the item. No citizen comments were made at the meeting.

Vice Chair Damon Jackson closed the public hearing.

The Commission expressed that they could not support the current proposal but could potentially support the proposal if adjustments were made, including increasing the lot sizes on the western tract by eliminating 55-foot-wide lots and substituting them with 65-foot-wide lots, adding larger lots ranging from 12,500 square feet to 20,000 square feet in the eastern tract, updating the facades to represent more of what is being built in the Town, consider what is good for the Town residents for park and open space regardless of the proximity of other municipalities, providing a park or amenity within a certain proximity to all lots (3-5 walking minutes) by spacing out amenities throughout the development, evaluating whether cementitious fiber board should be considered masonry, consider how to implement the diversity of home styles within the development and whether it will be feasible, and requiring that an amenity (pocket park) for the residential lots to the north.

Commissioner Hamilton recommended tabling Items 4 and 5 to give the applicant the opportunity to adjust the proposal based on feedback from the commissioners.

Mr. Page confirmed that the Commission had the authority to table both items.

Commissioner Hamilton made a motion to table Regular Agenda Items 4 and 5 to the July 15, 2024, meeting. The motion was seconded by Commissioner Carson. The motion was carried unanimously by a vote of 5-0.

**5. 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)**

This was a companion to Item 4.

Commissioner Hamilton made a motion to table Regular Agenda Items 4 and 5 to the July 15, 2024, meeting. The motion was seconded by Commissioner Carson. The motion was carried unanimously by a vote of 5-0.

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

Mr. Hill informed the Commissioners of past Town Council actions and upcoming cases for Planning & Zoning Commission consideration. The Commissioners and Town Staff discussed procedures for the work sessions.

Mr. Hoover confirmed that the Capital Improvement Advisory Committee will be meeting on Monday, June 30, 2025 and that a recommendation would need to be made by the Town Council by September 1<sup>st</sup>.

Commissioner Hamilton made a motion to adjourn the meeting. The motion was seconded by Commissioner Blanscet. The motion was carried unanimously by a vote of 5-0.

**7. Adjourn.**

The meeting was adjourned at 8:32 p.m.

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Michelle Crowe, Senior Administrative Assistant

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Josh Carson, Secretary



**Minutes**  
**Prosper Planning & Zoning Commission**  
**Work Session**  
Prosper Town Hall  
Executive Conference Room  
250 W. First Street, Prosper, Texas  
Tuesday, June 17, 2025, 6:00 p.m.  
Immediately Following Regular Meeting

**Call to Order / Roll Call**

The meeting was called to order at 8:44 p.m.

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

Staff Present: David Hoover, AICP (Director of Development Services), Suzanne Porter, AICP (Planning Manager), Dakari Hill (Senior Planner), Jerron Hicks (Planner), and Michelle Crowe (Senior Administrative Assistant)

**Items for Individual Consideration:**

**1. Discussion regarding Chapters 10 and 16 of the Unified Development Code.**

Town Staff discussed Chapters 10 and 16 of the Unified Development Code with the Commissioners who provided feedback regarding the standards and format.

**Adjourn.**

The work session was adjourned at 9:31 p.m.

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Michelle Crowe, Senior Administrative Assistant

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Josh Carson, Secretary



## PLANNING

**To:** Planning & Zoning Commission **Item No. 3d**

**From:** Dakari Hill, Senior Planner

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

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

**Re:** Replat of Prosper Ridge, Block D, Lots 1-2, Block E, Lots 1-5, Block F, and Lots 1-2

**Meeting:** July 15, 2025

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**Agenda Item:**

Consider and act upon a request for a Replat of Prosper Ridge, Block D, Lots 1-2, Block E, Lots 1-5, and Block F, Lots 1-2, on 12.0± acres, located on the southwest corner of Legacy Drive and Prosper Trail. (DEVAPP-25-0057)

**Future Land Use Plan:**

The Future Land Use Plan designates this area as Retail & Neighborhood Services.

**Zoning:**

The property is zoned Planned Development-14.

**Conformance:**

The Conveyance Plat conforms to the development standards of Planned Development-14.

**Description of Agenda Item:**

The purpose of this Replat is to subdivide the property from three lots into nine lots.

A Final Plat (DEVAPP-23-0078) was approved by the Planning & Zoning Commission on October 3, 2023. This plat was for a residential subdivision, formerly Pearls of Prosper and now Prosper Ridge. As a part of the final plat, three lots with frontage onto Legacy Drive and Prosper Trail were platted for future commercial use i.e. Block D – Lot 1, Block E – Lot 1, and Block F – Lot 1.

A Preliminary Site Plan (DEVAPP-24-0083) for the commercial lots was approved by the Planning & Zoning Commission on January 21, 2025, and by the Town Council on March 11, 2025. This plan divided the three lots into nine lots with two lots on Block D, five lots on Block E, and two lots



on Block F. The replat corresponds with the configuration shown on the approved preliminary site plan.

**Companion Item:**

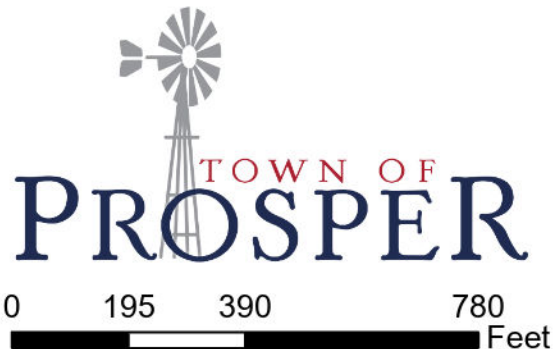
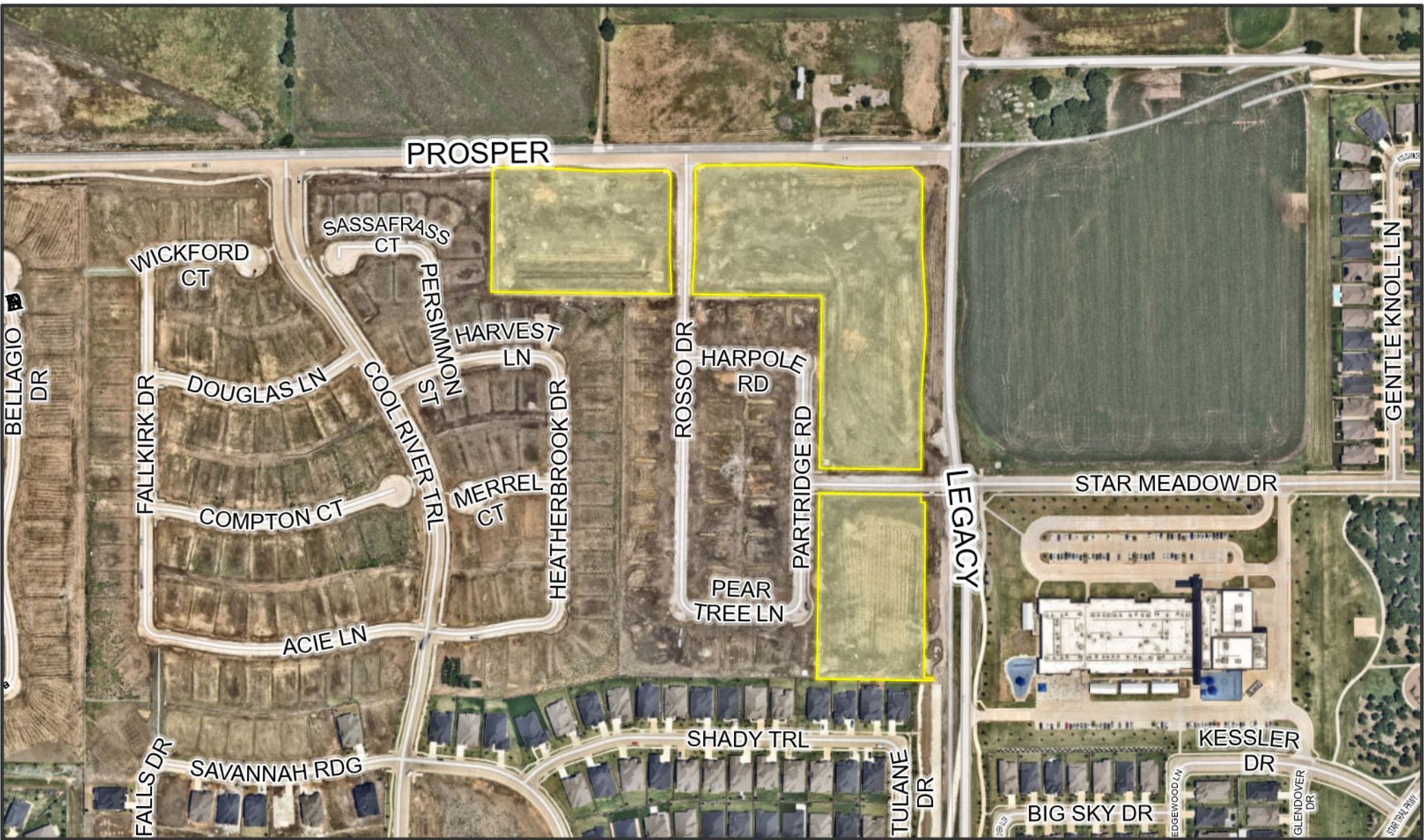
There is no companion item on this Planning & Zoning Commission agenda.

**Attached Documents:**

1. Location Map
2. Replat
3. Approved Final Plat (DEVAPP-23-0078)
4. Approved Preliminary Site Plan (DEVAPP-24-0083)

**Town Staff Recommendation:**

Town Staff recommends approval of the Replat.

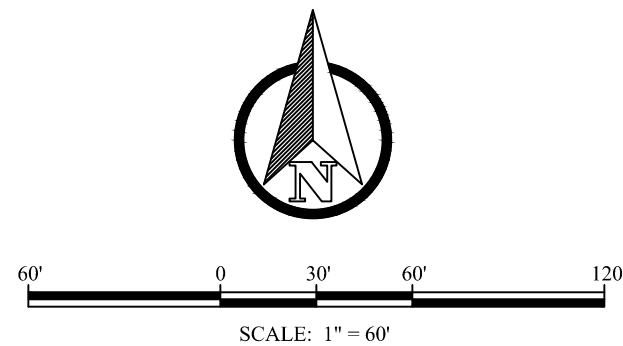
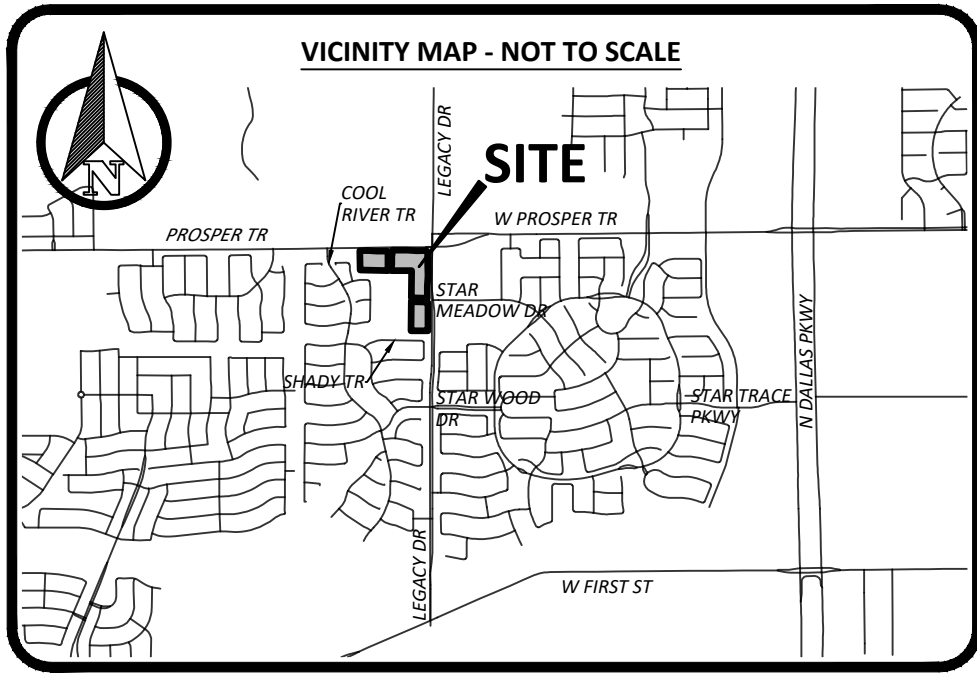


**DEVAPP-25-0057**

Prosper Ridge Commercial,  
Blocks D-F

Replat



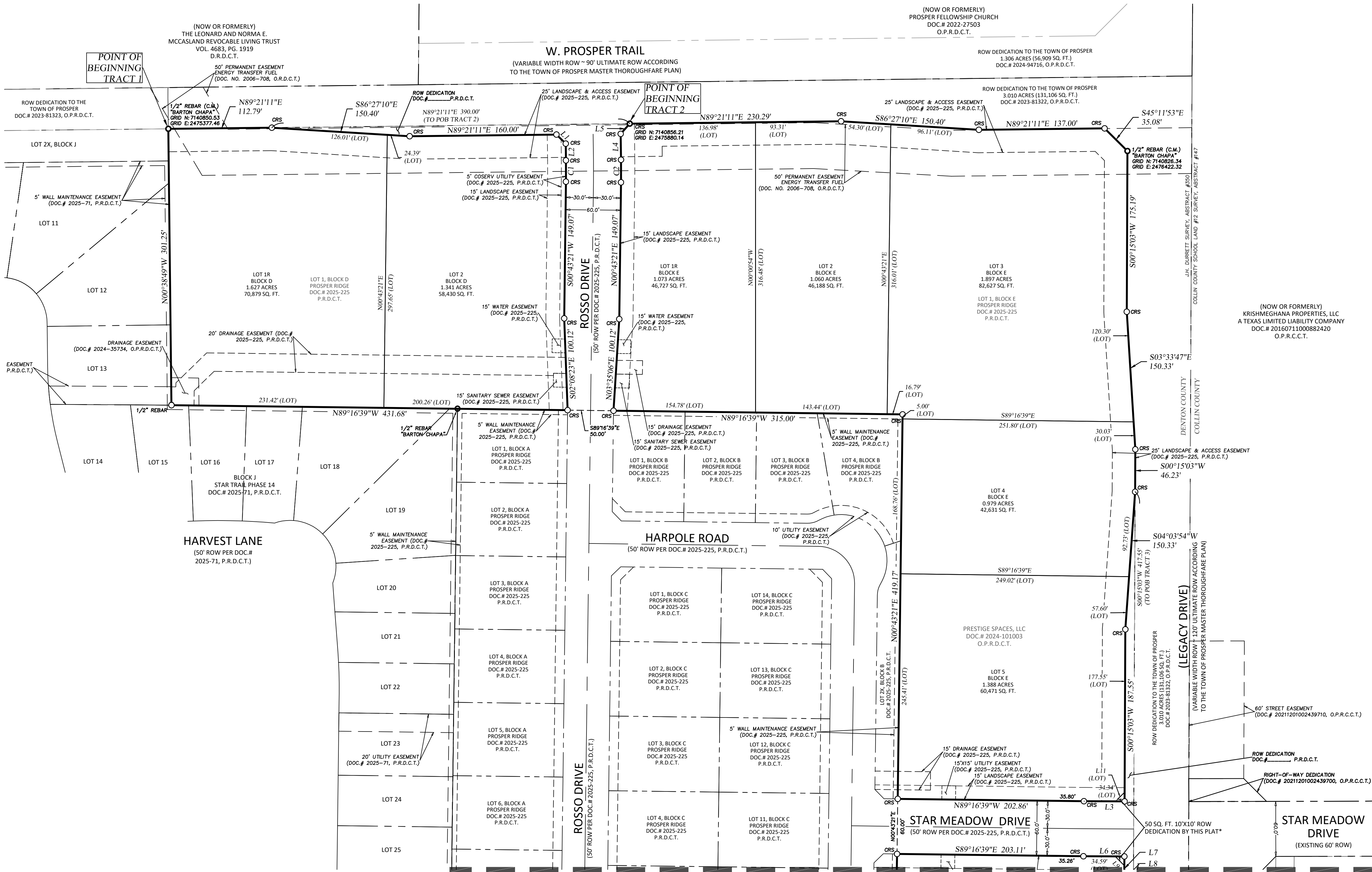


- LEGEND OF ABBREVIATIONS**
- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
  - P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
  - O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
  - O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
  - DOC.# DOCUMENT NUMBER
  - C.M. CONTROLLING MONUMENT
  - SQ. FT. SQUARE FEET
  - ROW RIGHT OF WAY
  - CRS CAPPED REBAR SET
  - SW ESMT. SIDEWALK EASEMENT
  - \* SEE PLAT NOTE #5 REGARDING ROW DEDICATIONS

- LOT OWNERSHIP SUMMARY (PER APPRAISAL DISTRICT ON 06/16/2025):**
- Block D, Lots 1R & 2; Block E, Lots 1R, 2, 3, & 4; and Block F, Lots 1R & 2 are owned by Pearls of Prosper Holding Company LLC at the time this plat was approved by the Town of Prosper to be recorded with Denton County.
  - Block E, Lot 5, as described by deed to Prestige Spaces LLC as recorded under Document Number 2024-101003, Official Public Records, Denton County, Texas (shown hereon), is owned by Prestige Spaces LLC at the time this plat was approved by the Town of Prosper to be recorded with Denton County.

- SURVEYOR'S NOTES:**
- Bearings and coordinates are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83) (2011 Realization), distances are surface with a combined scale factor of 1.00015063.
  - This property lies within Zone "X" of the Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, map no. 48121C0430G, with an effective date of April 18, 2011 via scaled map location and graphic plotting.
  - Monuments are found unless specifically designated as set.
  - Monuments set (shown as "CRS" hereon) are 1/2 inch by 18 inch rebar with pink caps stamped "BARTON CHAPA"
  - Abstract Lines and County Boundary Lines shown hereon are approximate, as shown on Texas Railroad Commission GIS map and are for general reference only.

- TOWN OF PROSPER PLAT NOTES:**
- Notice: Selling a portion of this addition by metes and bounds is a violation of Town Ordinance and state law and is subject to fines and withholding of utilities and building permits.
  - The purpose of this replat is to subdivide existing Lot 1, Block D into two lots, Lot 1, Block E into five lots, and Lot 1, Block F into two lots, and dedicate right-of-way for future development.
  - No floodplain exists on the site per FEMA FIRM for Denton County, Map No. 48121C0430G (see surveyor's note #2 hereon)
  - 100 square feet of right-of-way is dedicated in fee simple to the Town of Prosper as shown hereon.
  - All right-of-way dedication by this subdivision is dedicated in fee simple to the Town of Prosper. All landscape easements must be exclusive of any other type of easement.
  - Landscape easements shall be exclusive of all other easements unless approved by the Town per this plat.



Line Data Table		
Line #	Distance	Bearing
L1	14.14'	S45°38'49"E
L2	18.27'	S00°38'49"E
L3	44.34'	N89°44'57"W
L4	28.27'	N00°38'49"W
L5	14.87'	N41°37'36"E
L6	44.59'	S89°44'57"E
L7	20.00'	S00°15'03"W
L8	10.00'	S89°44'57"E
L9	14.14'	S44°44'57"E
L10	10.00'	S00°15'03"W
L11	14.14'	S45°15'03"W

Curve Data Table				
Curve #	Arc	Radius	Delta	Chord Bearing Chord
C1	23.18'	970.00'	001°22'10"	S00°02'16"W 23.18'
C2	24.62'	1030.00'	001°22'10"	N00°02'16"E 24.62'

M A T C H L I N E

REPLAT | DEVAPP-25-0057  
**PROSPER RIDGE COMMERCIAL**  
BLOCK D, LOTS 1R & 2; BLOCK E, LOTS 1R, 2, 3, 4, & 5; BLOCK F, LOTS 1R & 2  
BEING A REPLAT OF LOT 1, BLOCK D, LOT 1, BLOCK E, & LOT 1, BLOCK F  
PROSPER RIDGE AS RECORDED UNDER DOC.#2025-225, P.R.D.C.T.  
BEING 12.018 ACRES OUT OF THE J.H. DURRETT SURVEY, ABSTRACT #350  
AN ADDITION IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS  
9 COMMERCIAL LOTS | PREPARED APRIL 2025

ENGINEER



5200 State Highway 121  
Colleyville, TX 76034  
Phone: 817-488-4960

SURVEYOR

**BARTON CHAPA SURVEYING, LLC**  
John H. Barton III, RPLS #6737  
3601 NE Loop 820  
Fort Worth, TX 76137  
Phone: 817-864-1957  
jack@bcsdfw.com  
TBPLS Firm# 10194474

**OWNERS/DEVELOPER**  
**PEARLS OF PROSPER HOLDING COMPANY, LLC**  
9100 Independence Parkway, Apt. #1707  
Plano, TX 75025  
Ph: 860.503.75025  
contact: Chandramouli Bodavula

**PRESTIGE SPACES, LLC**  
16926 Huttons Ct., Richmond TX 77407  
contact: Carlos Christian

JOB NO. 2020.057.002

DRAWN: BCS

CHECKED: JHB

TABLE OF REVISIONS	
DATE	SUMMARY

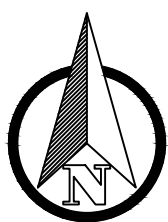
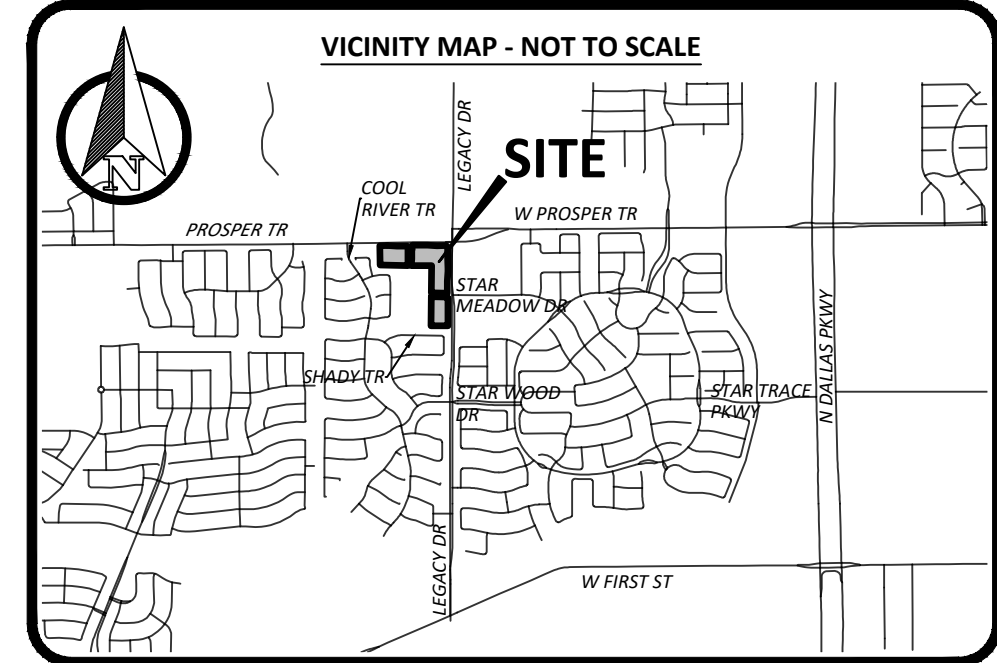
**PROSPER RIDGE COMMERCIAL**

**PROSPER, TEXAS**

SHEET NO.

**1 OF 2**





SCALE: 1" = 60'

#### LEGEND OF ABBREVIATIONS

- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
- DOC.# DOCUMENT NUMBER
- C.M. CONTROLLING MONUMENT
- SQ. FT. SQUARE FEET
- ROW RIGHT OF WAY
- CRS CAPPED REBAR SET
- SW ESMT. SIDEWALK EASEMENT
- \* SEE PLAT NOTE #5 REGARDING ROW DEDICATIONS

#### LOT OWNERSHIP SUMMARY (PER APPRAISAL DISTRICT ON 06/16/2025):

- Block D, Lots 1R & 2; Block E, Lots 1R, 2, 3, & 4; and Block F, Lots 1R & 2 are owned by Pearls of Prosper Holding Company LLC at the time this plat was approved by the Town of Prosper to be recorded with Denton County.
- Block E, Lot 5, as described by deed to Prestige Spaces LLC as recorded under Document Number 2024-101003, Official Public Records, Denton County, Texas (shown hereon), is owned by Prestige Spaces LLC at the time this plat was approved by the Town of Prosper to be recorded with Denton County.

#### TOWN OF PROSPER PLAT NOTES:

- Notice: Selling a portion of this addition by metes and bounds is a violation of Town Ordinance and state law and is subject to fines and withholding of utilities and building permits.
- The purpose of this replat is to subdivide existing Lot 1, Block D into two lots, Lot 1, Block E into five lots, and Lot 1, Block F into two lots, and dedicate right-of-way for future development.
- No floodplain exists on the site per FEMA FIRM for Denton County, Map No. 48121C0430G (see surveyor's note #2 hereon)
- 100 square feet of right-of-way is dedicated in fee simple to the Town of Prosper as shown hereon.
- All right-of-way dedication by this subdivision is dedicated in fee simple to the Town of Prosper. All landscape easements must be exclusive of any other type of easement.
- Landscape easements shall be exclusive of all other easements unless approved by the Town per this plat.

#### SURVEYOR'S NOTES:

- Bearings and coordinates are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83) (2011 Realization), distances are surface with a combined scale factor of 1.00015063.
- This property lies within Zone "X" of the Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, map no. 48121C0430G, with an effective date of April 18, 2011 via scaled map location and graphic plotting.
- Monuments are found unless specifically designated as set.
- Monuments set (shown as "CRS" hereon) are 1/2 inch by 18 inch rebar with pink caps stamped "BARTON CHAPA"
- Abstract Lines and County Boundary Lines shown hereon are approximate, as shown on Texas Railroad Commission GIS map and are for general reference only.

#### OWNER'S CERTIFICATE

STATE OF TEXAS \$  
COUNTY OF COLLIN \$

WHEREAS PEARLS OF PROSPER HOLDING COMPANY LLC and PRESTIGE SPACES LLC are the owners of a tract in the J.H. Durrett Survey, Abstract Number 350, Town of Prosper, Denton County, Texas, being part of the tract described by deed to Pearls of Prosper Holding Company, LLC, recorded in document number 2022-36684, Official Public Records of Denton County, Texas, (O.P.R.D.C.T.), of which a portion thereof is conveyed to Prestige Spaces, LLC by deed recorded under Document Number 2024-101003, (O.P.R.D.C.T.), and being all of Lot 1, Block D, Lot 1, Block E, and Lot 1, Block F of Prosper Ridge, an addition in the Town of Prosper, Denton County, Texas, according to the plat recorded under Document Number 2025-225, Plat Records, Denton County, Texas, (P.R.D.C.T.) the subject tract being more particularly described as follows (bearings as based on State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83')):

#### BLOCK D DESCRIPTION:

BEGINNING at a 1/2 inch rebar with pink cap stamped, "BARTON CHAPA" found for the westernmost southwest corner of a right of way dedication to the Town of Prosper, as recorded under Document Number 2023-81322, O.P.R.D.C.T., same being the northwest corner of said Lot 1 in Block D and the herein described tract;

THENCE with the perimeter and to the corners of said Lot 1, Block D, the following calls:

- North 89 degrees 21 minutes 11 seconds East, a distance of 112.79 feet to a 1/2 inch rebar with pink cap stamped, "BARTON CHAPA" set (hereinafter called "capped rebar set");
- South 86 degrees 27 minutes 10 seconds East, a distance of 150.40 feet to a capped rebar set;
- North 89 degrees 21 minutes 11 seconds East, a distance of 160.00 feet to a capped rebar set;
- South 45 degrees 38 minutes 49 seconds East, a distance of 14.14 feet to a capped rebar set;
- South 00 degrees 38 minutes 49 seconds East, a distance of 18.27 feet to a point being the beginning of a tangent curve to the right with a radius of 970.00 feet, having a delta angle of 01 degrees 22 minutes 10 seconds, whose chord bears South 00 degrees 02 minutes 16 seconds West, a distance of 23.18 feet;
- Along said tangent curve to the right, an arc length of 23.18 feet to a capped rebar set;
- South 00 degrees 43 minutes 21 seconds West, a distance of 149.07 feet to a capped rebar set;
- South 02 degrees 08 minutes 23 seconds East, a distance of 100.12 feet to a capped rebar set;
- North 89 degrees 16 minutes 39 seconds West, a distance of 431.68 feet to a 1/2 inch rebar found;
- North 00 degrees 38 minutes 49 seconds West, a distance of 301.25 feet, returning to the POINT OF BEGINNING and enclosing 2.969 acres (129,309 square feet) of land, more or less.

#### BLOCK E DESCRIPTION:

BEGINNING at a 1/2 inch rebar with pink cap stamped, "BARTON CHAPA" set (hereinafter called "capped rebar set") in the south line of a right of way dedication to the Town of Prosper, Denton County, Texas, as recorded under Document Number 2023-81322, O.P.R.D.C.T., same being the northernmost northwest corner of said Lot 1, Block E and the herein described tract;

THENCE with the perimeter and to the corners of said Lot 1, Block E, the following calls:

- North 89 degrees 21 minutes 11 seconds East, a distance of 230.29 feet to a capped rebar set;
- South 86 degrees 27 minutes 10 seconds East, a distance of 150.40 feet to a capped rebar set;
- North 89 degrees 21 minutes 11 seconds East, a distance of 137.00 feet to a capped rebar set;
- South 45 degrees 11 minutes 53 seconds East, a distance of 35.08 feet to a 1/2 inch rebar with pink cap stamped, "BARTON CHAPA" found;
- South 00 degrees 15 minutes 03 seconds West, a distance of 175.19 feet to a capped rebar set;
- South 03 degrees 33 minutes 47 seconds East, a distance of 150.33 feet to a capped rebar set;
- South 00 degrees 15 minutes 03 seconds West, a distance of 46.23 feet to a capped rebar set;
- South 04 degrees 03 minutes 54 seconds West, a distance of 150.33 feet to a capped rebar set;
- South 00 degrees 15 minutes 03 seconds West, a distance of 187.55 feet to a capped rebar set;
- North 89 degrees 44 minutes 57 seconds West, a distance of 44.34 feet to a capped rebar set;
- North 89 degrees 16 minutes 39 seconds West, a distance of 202.86 feet to a capped rebar set;
- North 00 degrees 43 minutes 21 seconds East, a distance of 419.17 feet to a capped rebar set;
- North 89 degrees 16 minutes 39 seconds West, a distance of 315.00 feet to a capped rebar set;
- North 03 degrees 35 minutes 06 seconds East, a distance of 100.12 feet to a capped rebar set;
- North 00 degrees 43 minutes 21 seconds East, a distance of 149.07 feet to a capped rebar set at the being the beginning of a tangent curve to the left with a radius of 1030.00 feet, having a delta angle of 01 degrees 22 minutes 10 seconds, whose chord bears North 00 degrees 02 minutes 16 seconds East, a distance of 24.62 feet;
- Along said tangent curve to the left, an arc length of 24.62 feet to a capped rebar set;
- North 00 degrees 38 minutes 49 seconds West, a distance of 28.27 feet to a capped rebar set;
- North 41 degrees 37 minutes 36 seconds East, a distance of 14.87 feet, returning to the POINT OF BEGINNING and enclosing 6.398 acres (278,694 square feet) of land, more or less.

#### BLOCK F DESCRIPTION:

BEGINNING at a 1/2 inch rebar with pink cap stamped, "BARTON CHAPA" set (hereinafter called "capped rebar set") in west line of a right of way dedication to the Town of Prosper, Denton County, Texas, as recorded under Document Number 2023-81322, O.P.R.D.C.T., same being the easternmost northeast corner of said Lot 1, Block F and the herein described tract;

THENCE with the perimeter and to the corners of said Lot 1, Block F, the following calls:

- South 00 degrees 15 minutes 03 seconds West, a distance of 426.17 feet to a 1/2 inch rebar with pink cap stamped, "BARTON CHAPA" found;
- North 89 degrees 16 minutes 39 seconds West, a distance of 261.37 feet to a capped rebar set;
- North 00 degrees 43 minutes 21 seconds East, a distance of 445.70 feet to a capped rebar set;
- South 89 degrees 16 minutes 39 seconds East, a distance of 203.11 feet to a capped rebar set;
- South 89 degrees 44 minutes 57 seconds East, a distance of 44.59 feet to a capped rebar set;
- South 00 degrees 15 minutes 03 seconds West, a distance of 20.00 feet to a capped rebar set;
- South 89 degrees 44 minutes 57 seconds East, a distance of 10.00 feet, returning to the POINT OF BEGINNING and enclosing 2.651 acres (115,487 square feet) of land, more or less.

#### NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

THAT PEARLS OF PROSPER HOLDING COMPANY LLC and PRESTIGE SPACES LLC, do hereby certify and adopt this plat designating the herein above described property as PROSPER RIDGE COMMERCIAL, BLOCK D, LOTS 1R & 2; BLOCK E, LOTS 1R, 2, 3, 4, & 5; BLOCK F, LOTS 1R & 2, and does hereby dedicate to the public use forever, the streets and alleys shown thereon.

PEARLS OF PROSPER HOLDING COMPANY, LLC and PRESTIGE SPACES LLC, do herein certify the following:

- The streets and alleys are dedicated for street and alley purposes.
- All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
- The easements and public use areas, as shown, are dedicated to the public use forever for the purposes indicated on this plat.
- 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. Landscape easements are exclusive of any other type of easement.
- The Town of Prosper is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
- Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by the public utilities being subordinate to the public's and Town of Prosper's use thereof.
- The Town of Prosper and public utilities shall have the right to remove and keep removed all or 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.
- 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.
- All modifications to this document shall be by means of plat and approved by the Town of Prosper.

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

#### 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.

#### 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 owner of the individual lots within this subdivision. Such maintenance and replacement shall be in conformance with the requirements, standards, and specifications of the Town of 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 other elements unless otherwise approved on the plat.

#### PEARLS OF PROSPER HOLDING COMPANY, LLC

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

Authorized Representative, Print Name/Title: \_\_\_\_\_

STATE OF TEXAS \$

COUNTY OF \_\_\_\_\_ \$

BEFORE ME, the undersigned authority, 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 she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Notary Public in and for the State of Texas

PRESTIGE SPACES LLC

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

Authorized Representative, Print Name/Title: \_\_\_\_\_

STATE OF TEXAS \$

COUNTY OF \_\_\_\_\_ \$

BEFORE ME, the undersigned authority, 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 she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATE

#### KNOW ALL MEN BY THESE PRESENTS:

That I, John H. Barton III, 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 Subdivision Regulation of the Town of Prosper, Texas.

Dated this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

John H. Barton, RPLS #6737

STATE OF TEXAS \$

COUNTY OF \_\_\_\_\_ \$

BEFORE ME, the undersigned authority, 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 she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Notary Public in and for the State of Texas

#### CERTIFICATE OF APPROVAL

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE  
PLANNING & ZONING COMMISSION OF THE TOWN OF PROSPER, TEXAS

\_\_\_\_\_, TOWN SECRETARY

\_\_\_\_\_, ENGINEERING DEPARTMENT

\_\_\_\_\_, DEVELOPMENT SERVICES DEPARTMENT

## REPLAT | DEVAPP-25-0057 PROSPER RIDGE COMMERCIAL

BLOCK D, LOTS 1R & 2; BLOCK E, LOTS 1R, 2, 3, 4, & 5; BLOCK F, LOTS 1R & 2

BEING A REPLAT OF LOT 1, BLOCK D, LOT 1, BLOCK E, & LOT 1, BLOCK F  
PROSPER RIDGE AS RECORDED UNDER DOC.#2025-225, P.R.D.C.T.

BEING 12.018 ACRES OUT OF THE J.H. DURRETT SURVEY, ABSTRACT #350  
AN ADDITION IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS

9 COMMERCIAL LOTS | PREPARED APRIL 2025

#### ENGINEER



5200 State Highway 121  
Colleyville, TX 76034  
Phone: 817-488-4960

#### SURVEYOR

BARTON CHAPA SURVEYING, LLC  
John H. Barton III, RPLS #6737  
3601 NE Loop 820  
Fort Worth, TX 76137  
Phone: 817-864-1957  
jack@bcdsfw.com  
TBPLS Firm# 10194474

#### OWNERS/DEVELOPER

PEARLS OF PROSPER HOLDING  
COMPANY, LLC  
9100 Independence Parkway, Apt. #1707  
Plano, TX 75025  
Ph.: 860.503.75025  
contact: Chandramouli Bodavula  
  
PRESTIGE SPACES, LLC  
16926 Huttons Ct., Richmond TX 77407  
contact: Carlos Christian

JOB NO. 2020.057.002

DRAWN: BCS

CHECKED: JHB

#### TABLE OF REVISIONS

DATE	SUMMARY
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## PROSPER RIDGE COMMERCIAL

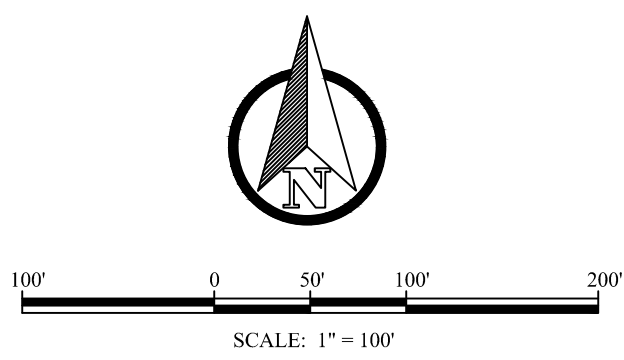
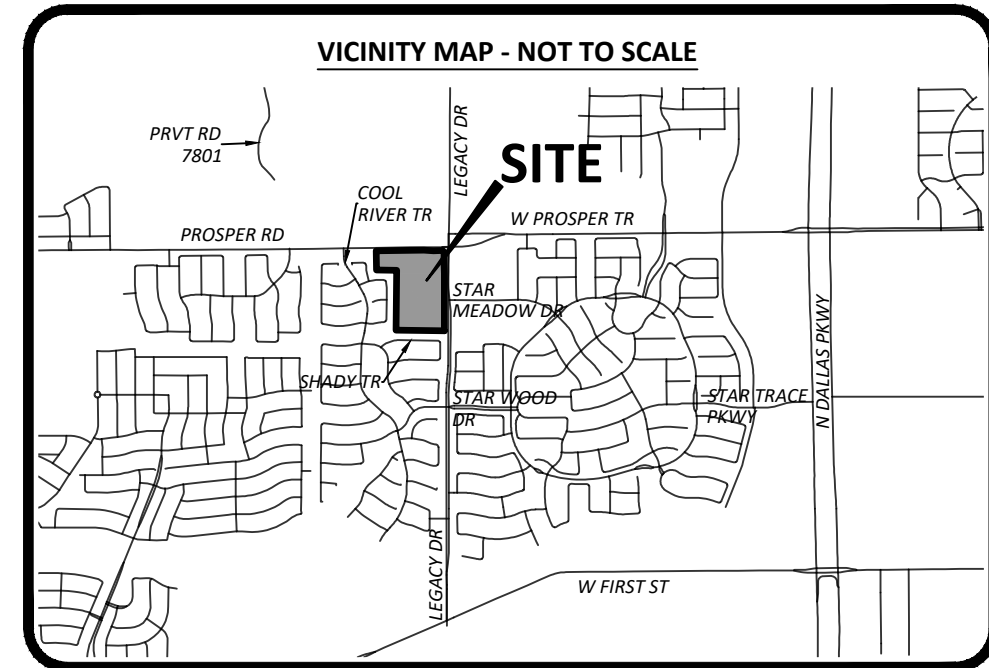
## PROSPER, TEXAS

SHEET NO.

2 OF 2



# Approved Final Plat (DEVAPP-23-0078)



(NOW OR FORMERLY)  
THE LEONARD AND NORMA E.  
MCCASLAND REVOCABLE LIVING TRUST  
VOL. 4863, PG. 1919  
D.R.D.C.T.

## LEGEND OF ABBREVIATIONS

- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
- DOC.# DOCUMENT NUMBER
- C.M. CONTROLLING MONUMENT
- SQ. FT. SQUARE FEET
- ROW RIGHT OF WAY
- CRS CAPPED REBAR SET
- B.L. BUILDING LINE
- \* SEE PLAT NOTE #6 REGARDING ROW DEDICATIONS
- \*\* LOT WIDTH MEASURED ALONG ARC AT BUILDING LINE

## LOT OWNERSHIP SUMMARY:

- Lot 1, Block D; Lot 1, Block E (less the Prestige Spaces LLC tract); and Lot 1, Block F are owned by Pearls of Prosper Holding Company LLC at the time this plat was approved by the Town of Prosper to be recorded with Denton County.
- The southern portion of Lot 1, Block E, as described by deed to Prestige Spaces LLC as recorded under Document Number 2024-101003, Official Public Records, Denton County, Texas (shown hereon), is owned by Prestige Spaces LLC at the time this plat was approved by the Town of Prosper to be recorded with Denton County.
- Lots 1-14 and Lot 1X, Block A; Lots 1-4 and Lot 2X, Block B; Lots 1-14, Block C; and all fee simple right-of-way dedications by this plat are owned by GRBK Edgewood LLC at the time this plat was approved by the Town of Prosper to be recorded with Denton County.

- a violation of town ordinance and state law and is subject to fines and withholding of utilities and building permits.
- This plat is subject to Zoning Ordinance Standards.
- This subdivision is Zoned "PD-14" (Ordinance No. 04-52), it is within Retail section of Village A.
- No floodplain exists on the site per FEMA FIRM for Denton County, Map No. 48121C0430G (see surveyor's note #2 hereon).
- 3.225 acres (140,489 square feet) of right-of-way is dedicated in fee simple to the Town of Prosper as shown hereon.
- All right-of-way dedication by this subdivision is dedicated in fee simple to the Town of Prosper.
- Within this subdivision, there are 32 single family residential lots, totaling 7.425 acres (323,425 square feet), with an average lot density of 3.10, with an average lot size of 0.232 acres (10,107 square feet)
- All landscape easements must be exclusive of any other type of easement.

- This property lies within Zone "X" of the Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, map no. 48121C0430G, with an effective date of April 18, 2011 via scaled map location and graphic plotting.
- Monuments are found unless specifically designated as set.
- Elevations (if shown) are North American Vertical Datum of 1988 (NAVD'88).

WHEREAS PEARLS OF PROSPER HOLDING COMPANY LLC, GRBK EDGEWOOD LLC, and PRESTIGE SPACES LLC are the owners of a tract in the J.H. Durrett Survey, Abstract Number 350, Town of Prosper, Denton County, Texas, being part of the tract described by deed to Pearls of Prosper Holding Company, LLC, recorded in document number 2022-36684, Official Public Records of Denton County, Texas, (O.P.R.D.C.T.), the subject tract being more particularly described as follows:

BEGINNING at a point in the west line of said Pearls of Prosper tract for the northwest corner of the herein described tract from which a 1/2 inch rebar with an illegible red cap found in a gravel road for the northwest corner of said Pearls of Prosper tract bears North 00 degrees 38 minutes 49 seconds West, a distance of 45.00 feet;

THENCE through the interior of said Pearls of Prosper tract, the following calls:

- North 89 degrees 21 minutes 11 seconds East, a distance of 733.07 feet to a 1/2 inch rebar with pink cap stamped, "BARTON CHAPA" set (hereinafter called "capped rebar set");
- South 86 degrees 27 minutes 10 seconds East, a distance of 150.40 feet to a capped rebar set;
- North 89 degrees 21 minutes 11 seconds East, a distance of 137.00 feet to a capped rebar set;
- South 45 degrees 11 minutes 53 seconds East, a distance of 35.08 feet to a capped rebar set;
- South 00 degrees 15 minutes 03 seconds East, a distance of 175.19 feet to a capped rebar set;
- South 03 degrees 33 minutes 47 seconds East, a distance of 150.33 feet to a capped rebar set;
- South 00 degrees 15 minutes 03 seconds West, a distance of 889.95 feet to a capped rebar set in the south line of said Pearls of Prosper tract, from which the southeast corner thereof bears South 89 degrees 16 minutes 39 seconds East, a distance of 60.00 feet, from said southeast corner a 1/2 inch rebar with an illegible red cap found bears South 71 degrees East, a distance of 0.54 feet;

THENCE with the perimeter and to the corner of said Pearls of Prosper tract the following calls:

- North 89 degrees 16 minutes 39 seconds West, a distance of 746.37 feet to a 1/2 inch rebar found;
- North 00 degrees 43 minutes 21 seconds East, a distance of 924.87 feet to a point from which a disturbed 1/2 inch rebar bears North 24 degrees East, a distance of 0.39 feet;
- North 89 degrees 16 minutes 39 seconds West, a distance of 311.68 feet to a 1/2 inch rebar found;
- North 00 degrees 38 minutes 49 seconds West, a distance of 301.25 feet to the POINT OF BEGINNING and enclosing 23.218 acres (1,011,358 square feet) of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

THAT PEARLS OF PROSPER HOLDING COMPANY LLC, GRBK EDGEWOOD LLC, and PRESTIGE SPACES LLC, do hereby certify and adopt this plat designating the herein above described property as PROSPER RIDGE, and does hereby dedicate to the public use forever, the streets and alleys shown thereon.

PEARLS OF PROSPER HOLDING COMPANY, LLC and GRBK EDGEWOOD LLC, do herein certify the following:

- The streets and alleys are dedicated for street and alley purposes.
- All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
- The easements and public use areas, as shown, are dedicated to the public use forever for the purposes intended on this plat.
- 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. Landscape easements are exclusive of any other type of easement.
- The Town of Prosper is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
- Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by the public utilities being subordinate to the public's and Town of Prosper's use thereof.
- The Town of Prosper and public utilities shall have the right to remove and keep removed all or 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.
- 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.
- All modifications to this document shall be by means of plat and approved by the Town of Prosper.

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

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.

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 owner of the individual lots within this subdivision. Such maintenance and replacement shall be in conformance with the requirements, standards, and specifications of the Town of 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 other elements unless otherwise approved on the plat.

PEARLS OF PROSPER HOLDING COMPANY, LLC

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

Authorized Representative, Print Name/Title: \_\_\_\_\_

STATE OF TEXAS \$

COUNTY OF \_\_\_\_\_ \$

BEFORE ME, the undersigned authority, 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 she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Texas

GRBK EDGEWOOD LLC

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

Authorized Representative, Print Name/Title: \_\_\_\_\_

STATE OF TEXAS \$

COUNTY OF \_\_\_\_\_ \$

BEFORE ME, the undersigned authority, 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 she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Texas

PRESTIGE SPACES LLC

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

Authorized Representative, Print Name/Title: \_\_\_\_\_

STATE OF TEXAS \$

COUNTY OF \_\_\_\_\_ \$

BEFORE ME, the undersigned authority, 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 she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Texas

KNOW ALL MEN BY THESE PRESENTS:

That I, John H. Barton III, 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 Subdivision Regulation of the Town of Prosper, Texas.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED, VIEWED, OR RELIED UPON AS A FINAL SURVEY DOCUMENT. RELEASED FOR INTERIM REVIEW ON March 5, 2025

John H. Barton, RPLS #6737

STATE OF TEXAS \$

COUNTY OF \_\_\_\_\_ \$

BEFORE ME, the undersigned authority, 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 she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Texas

## CERTIFICATE OF APPROVAL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY

THE

PLANNING & ZONING COMMISSION OF THE TOWN OF PROSPER, TEXAS

\_\_\_\_\_  
TOWN SECRETARY

\_\_\_\_\_  
ENGINEERING DEPARTMENT

\_\_\_\_\_  
DEVELOPMENT SERVICES DEPARTMENT

ENGINEER



5200 State Highway 121  
Colleyville, TX 76034  
Phone: 817-488-4960

SURVEYOR

BARTON CHAPA SURVEYING, LLC  
John H. Barton III, RPLS #6737  
5200 State Highway 121  
Colleyville, TX 76034  
Phone: 817-864-1957  
jack@bcsdfw.com  
TBPLS Firm# 10194474

OWNERS/DEVELOPER

PEARLS OF PROSPER HOLDING COMPANY, LLC  
9100 Independence Parkway, Apt. #1707  
Plano, TX 75025  
Ph.: 860.503.75025  
contact: Chandramouli Bodavala  
GRBK EDGEWOOD LLC  
5501 Headquarters Drive #300W  
Plano, TX 75024  
Ph.: 469.573.6721  
contact: Bobby Samuel  
PRESTIGE SPACES, LLC  
16926 Huttons Ct., Richmond TX 77407  
contact: Carlos Christian

JOB NO. 2020.057.002

DRAWN: BCS

CHECKED: JHB

## TABLE OF REVISIONS

DATE SUMMARY

## PROSPER RIDGE

PROSPER,  
TEXAS

SHEET:

VO1

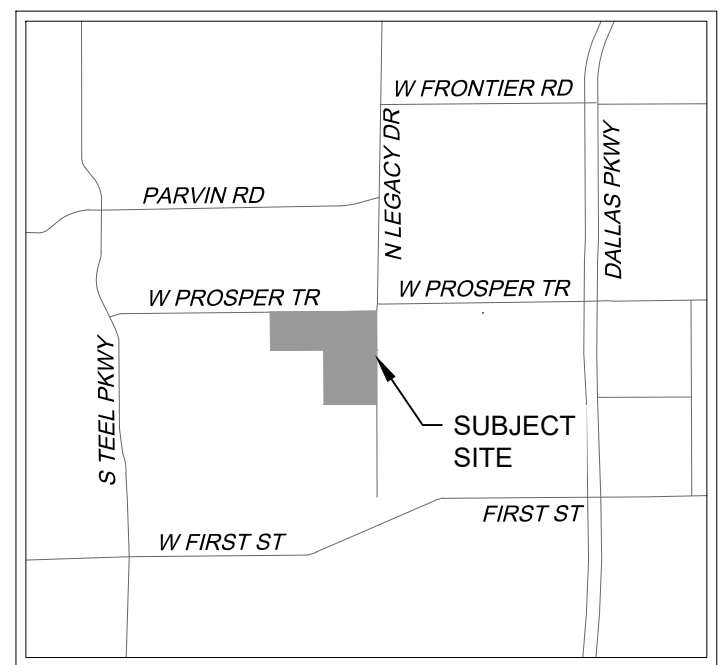
FINAL PLAT | DEVAPP-23-0078

## PROSPER RIDGE

LOTS 1-14 & LOT 1X, BLOCK A; LOTS 1-4 & LOT 2X, BLOCK B; LOTS 1-14, BLOCK C; LOT 1, BLOCK D; LOT 1, BLOCK E; & LOT 1, BLOCK F  
32 SINGLE FAMILY LOTS, 2 COMMON AREA (HOA) LOTS & 3 COMMERCIAL LOTS  
BEING 23.218 ACRES OUT OF THE J.H. DURRETT SURVEY, ABSTRACT #350  
AN ADDITION IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS  
PREPARED DECEMBER 2024



# Approved Preliminary Site Plan (DEVAPP-24-0083)



## LOCATION MAP

N.T.S.

### LEGEND

FIRE LANE STRIPING	FIRELANE
PROPOSED FIRE HYDRANT	FH
PROPOSED SANITARY MANHOLE	SS
PROPOSED CURB INLET	CI
PROPOSED FIRELANE	FL
PROPOSED SIDEWALK	SW
PROPOSED 10' WIDE TRAIL	WT
PROPOSED GRATE INLET	GI
PARKING COUNT (9'X18' WITH 2' OVERHANG UNLESS NOTED OTHERWISE)	PC
PROPOSED FDC	FDC
PROPOSED LANDSCAPE SETBACK	LS
PROPOSED BUILDING SETBACK	BS
ADJACENT RESIDENTIAL SETBACK	ARS
PROPOSED FENCE	F
PROPOSED EASEMENT	E
EXISTING EASEMENT	EX
2FT PARKING OVERHANG	PO
EXISTING 6" MASONRY WALL PER CIVIL 23-0018	EW
PROPERTY BOUNDARY	PB

### SITE CONSTRUCTION NOTES

1. PROP. SIDEWALK
2. INTERSECTION RAMP
3. SINGLE 12'X11' DUMPSTER (TYPICAL)
4. W/ 8' MASONRY ENCLOSURE AND 5' SURROUNDING LANDSCAPE BUFFER
5. PROP. BFR
6. PROP. CURB INLET
7. PROP. FIRE HYDRANT
8. GREASE TRAPS
9. ORDER BOARD

### PRELIMINARY SITE PLAN NOTE:

1. PER DEVELOPMENT STANDARD, BLOCK D, LOTS 1 & 2 AND BLOCK F, LOT 1 WILL BE REQUIRED TO HAVE PITCHED ROOFS



GRAPHIC SCALE

0 80 160 FEET  
SCALE: 1" = 80'



Town Council Approved

03/11/2025

STAR MEADOW DR

STAR MEADOW DR

(NOW OR FORMERLY) PROSPER ISD

PROSPER ELEMENTARY SCHOOL# 15

ADDITION, BLOCK A, LOT 1

LAND USE: LOW DENSITY RESIDENTIAL

ZONED: SINGLE FAMILY (PD-66)

LAND USE: RETAIL

ZONED: RETAIL COMMERCIAL (PD-14)

LAND USE: RETAIL

ZONED: RETAIL COMMERCIAL (PD-14)

LAND USE: RETAIL

ZONED: RETAIL COMMERCIAL (PD-14)

LAND USE: RETAIL

ZONED: RETAIL COMMERCIAL (PD-14)

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LAND USE: RETAIL

ZONED: RETAIL COMMERCIAL (PD-14)

LAND USE: RETAIL

ZONED: RETAIL COMMERCIAL (PD-14)

LAND USE: RETAIL

ZONED: RETAIL COMMERCIAL (PD-14)

### PRELIMINARY SITE PLAN STANDARD NOTES:

1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
4. 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.
5. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
6. 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 USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
7. THE APPROVAL OF PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY 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 THE SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF A 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.
8. 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 SETBACK, SIDEWALKS\*, AND DETENTION PONDS\*.

SITE DATA TABLE																											
ABSTRACT NO.	ZONING	BLOCK	LOT	PROPOSED USE	LOT AREA		BUILDING AREA	MAX BUILDING HEIGHT	COVERAGE	FLOOR AREA RATIO	PARKING REQUIRED				PARKING PROVIDED	ADA PARKING REQUIRED	ADA PARKING PROVIDED	INTERIOR LANDSCAPE REQUIRED	INTERIOR LANDSCAPE PROVIDED	IMPERVIOUS AREA	PLAYGROUND AREA REQUIRED	PLAYGROUND AREA PROVIDED	OPEN SPACE REQUIRED	OPEN SPACE PROVIDED			
-	-	-	-	-	(SF)	(AC)	(SF)	(FT)	(%)	-	DECKED + 1 PER 10 CHILDREN + 1 PER TEACHER RESTAURANT (NO DRIVE-THRU) + 1 PER 1000 SF BUSINESS/PROFESSIONAL OFFICES + 1 PER 150 SERVICES + 1 PER SERVICE BAY + 1 PER MAXIMUM EMPLOYEE ON-SHIFT				RETAL + 1500/1000 MEDICAL OFFICE + 1200/50 AUTOMOBILE	-	-	-	15 SF PER SPACE (SF)	(SF)	(SF)	65 SF PER CHILD (SF)	(SF)	7% OF LOT AREA (SF)	(SF)		
350	PD-14	BLOCK D	1	DAYCARE	70,872	1.83	10,400	1-STORY, 30'	14.67%	0.147:1	15 CHILD PER 70 SQFT 1 PARKING PER 10 CHILD (MAXIMUM 150 CHILDREN)		30	31	2	2	465	903	31,724	9,750	10,905	4,961.04	16,173.00				
													1 TEACHER PER 10 STUDENTS														
													15														
		2	PROFESSIONAL OFFICES	58,428	1.34	7,500	1-STORY, 30'	12.64%	0.128:1			22	40	2	2	2	360	1,188	33,395		4,089.83	13,900.00					
		3	RESTAURANT (DRIVE-THRU)	48,728	1.07	4,000	1-STORY, 30'	3.00%	0.030:1			14	28	2	2	2	360	860	27,810		3,276.87						
		4	AUTOMOBILE SERVICE	48,198	1.06	4,000	1-STORY, 30'	3.00%	0.030:1			7	21	3	2	2	465	800	38,867		3,239.14	11,541.00					
												NUMBER OF SERVICE BAYS															
												14															
												NUMBER OF EMPLOYEES ON-SHIFT															
		1	GAS STATION	82,827	1.90	4,700	1-STORY, 30'	5.66%	0.057:1			47	48	2	2	2	720	1,454	51,000		5,763.89	17,715.00					
		2	RESTAURANT (DRIVE-THRU)	42,756	0.98	2,800	1-STORY, 30'	6.55%	0.066:1			28	38	2	2	2	570	1,097	28,570		2,962.59	3,700.00					
3	RESTAURANT/RETAIL (TOTAL)					11,000	1-STORY, 30'	18.21%	0.189:1			68	70	3	3	1,050	1,237	44,000			4,227.75	4,300.00					
4	RESTAURANT (NO DRIVE-THRU)					60,396	1.39	3,850																			
5	RETAIL																	7,150									
6	RESTAURANT/RETAIL (TOTAL)					6,400	1-STORY, 30'	8.86%	0.059:1			32			2	2	720	1,257	31,200			3,546.02	5,000.00				
7	RESTAURANT (NO DRIVE-THRU)					50,843	1.16	2,000																			
8	RETAIL																	4,400									
9	RESTAURANT/PROFESSIONAL OFFICES (TOTAL)					11,000	1-STORY, 30'	17.96%	0.180:1			58			3	3	1,050	1,100	44,400			4,536.55	5,142.00				
10	RESTAURANT (NO DRIVE-THRU)					64,000	1.49	1,748																			
11	RETAIL																	4,951									
12	MEDICAL OFFICES																	4,951									
TOTALS					524,442	12.02												301	451	30	30						

PRELIMINARY FOR REVIEW ONLY  
THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR THE PURPOSES OF CONSTRUCTION, BIDDING OR PERMIT. THEY WERE PREPARED BY, OR UNDER THE SUPERVISION OF:

SHAWN T. WALDO  
P.E.# 138653  
DATE: March 13, 2025

PEARLS OF PROSPER HOLDING COMPANY LLC

7070 COULTER LAKE ROAD  
FRISCO, TEXAS 75036

PH: 860-503-9018

PEARLS OF PROSPER

23.06 ACRES OF

J.H. DURRETT SURVEY, ABS 350

TOWN OF PROSPER

DENTON COUNTY, TEXAS

REV. DATE: DESCRIPTION:



KIRKMAN ENGINEERING, LLC  
5200 STATE HIGHWAY 121  
COLLEYVILLE, TX 76034  
TEXAS FIRM NO. 15874

JOB NUMBER: CHB21002\_PROPSER

ISSUE DATE: 3/13/2025

PRELIMINARY SITE PLAN

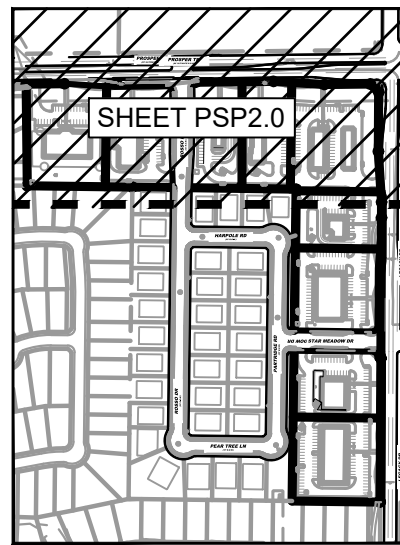
SHEET:

PSP 1.0

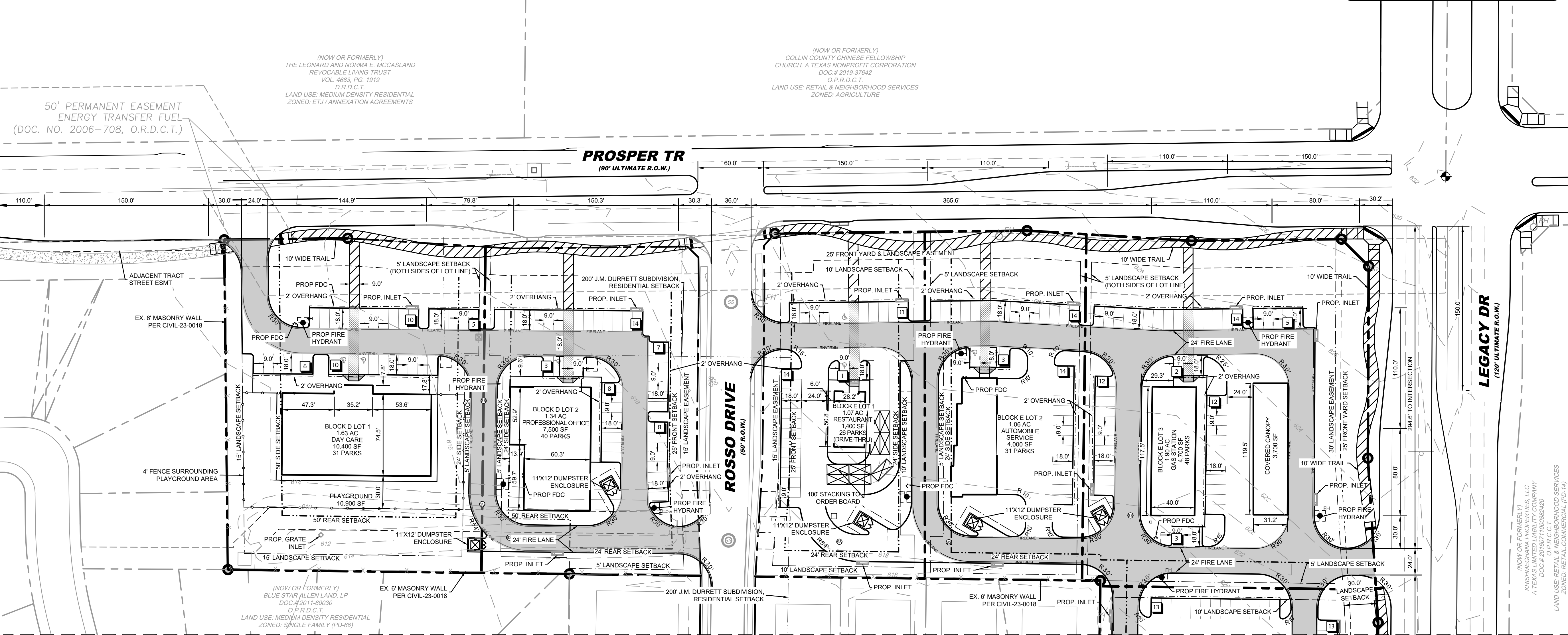
FILE PATH: K:\Projects\2024\Prosper Legacy\Drawings\01 - Commercial\03 - Preliminary\PSI\_0181002

DESIGNED BY: SHAWN WALDO  
CHECKED BY: SHAWN WALDO  
DATE: 3/13/2025





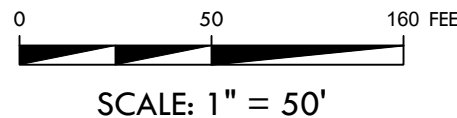
LEGEND	
FIRE LANE STRIPING	
PROPOSED FIRE HYDRANT	
PROPOSED SANITARY MANHOLE	
PROPOSED CURB INLET	
PROPOSED FIRELANE	
PROPOSED SIDEWALK	
PROPOSED 10' WIDE TRAIL	
PROPOSED GRATE INLET	
PARKING COUNT (9'X18' WITH 2' OVERHANG UNLESS NOTED OTHERWISE)	
PROPOSED FDC	
PROPOSED LANDSCAPE SETBACK	
PROPOSED BUILDING SETBACK	
ADJACENT RESIDENTIAL SETBACK	
PROPOSED FENCE	
PROPOSED EASEMENT	
EXISTING EASEMENT	
2FT PARKING OVERHANG	
EXISTING 6' MASONRY WALL PER CIVIL 23-0018	
PROPERTY BOUNDARY	



MATCH LINE SHEET PSP3.0



GRAPHIC SCALE



PRELIMINARY  
FOR REVIEW ONLY  
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PURPOSES OF CONSTRUCTION,  
BIDDING OR PERMIT. THEY  
WERE PREPARED BY, OR  
UNDER THE SUPERVISION OF:

SHAWN T. WALDO  
P.E.# 138653  
DATE: March 13, 2025

PEARLS OF  
PROSPER HOLDING  
COMPANY LLC

7070 COULTER LAKE ROAD  
FRISCO, TEXAS 75036

PH: 860-503-9018

PEARLS OF PROSPER

23.06 ACRES OF  
J.H. DURRETT SURVEY, ABS 350  
TOWN OF PROSPER  
DENTON COUNTY, TEXAS

REV. DATE. DESCRIPTION:



KIRKMAN ENGINEERING, LLC  
5200 STATE HIGHWAY 121  
COLLEYVILLE, TX 76034  
TEXAS FIRM NO. 15874

JOB NUMBER: CHB21002\_PROPSER

ISSUE DATE: 3/13/2025

PRELIMINARY  
SITE PLAN

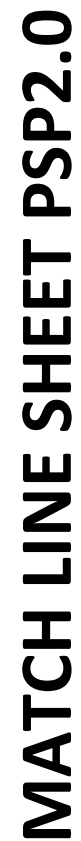
SHEET:

PSP 2.0

FILE PATH: K:\Projects\21002\_Propser\Legacy\Drawings\01.dwg - Commercial\03 - Production\PS2\_01821002

PLANNED: JPD, CML, LJO, JAW  
DESIGNED BY: Shawn Waldo  
CHECKED BY: JPD  
DATE: 3/13/2025



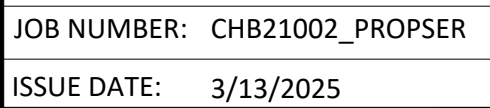


PEARLS OF  
PROSPER HOLDING  
COMPANY LLC

7070 COULTER LAKE ROAD  
FRISCO, TEXAS 75036  
PH: 860-503-9018

PEARLS OF PROSPER

23.06 ACRES OF  
J.H. DURRETT SURVEY, ABS 350  
TOWN OF PROSPER  
DENTON COUNTY, TEXAS



# PRELIMINARY SITE PLAN

SHEET:  
PSP 3.0





## PLANNING

**To:** Planning & Zoning Commission

**From:** Dakari Hill, Senior Planner

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

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

**Re:** Planned Development for Prosper Oaks

**Meeting:** July 15, 2025

**Item No. 4**

---

**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 June 17, 2025, the Planning & Zoning Commission held a Public Hearing on this item. The item was tabled, and the Public Hearing was continued to the next Planning & Zoning Commission meeting on July 15, 2025.

**Description of Agenda Item:**

Town Staff is requesting that this item be tabled to the Planning & Zoning Commission meeting on August 5, 2025, to allow the applicant additional time to adjust the proposal based on feedback from the previous meeting.

**Town Staff Recommendation:**

Town Staff recommends the Planning & Zoning Commission table this item and continue the Public Hearing to their meeting on August 5, 2025.



## PLANNING

**To:** Planning & Zoning Commission

**From:** Dakari Hill, Senior Planner

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

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

**Re:** Comprehensive Plan Amendment for Prosper Oaks

**Meeting:** July 15, 2025

**Item No. 5**

---

**Agenda Item:**

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)

**Background:**

On June 17, 2025, the Planning & Zoning Commission held a Public Hearing on this item. The item was tabled, and the Public Hearing was continued to the next Planning & Zoning Commission meeting on July 15, 2025.

**Description of Agenda Item:**

Town Staff is requesting that this item be tabled to the Planning & Zoning Commission meeting on August 5, 2025, to allow the applicant additional time to adjust the proposal based on feedback from the previous meeting.

**Town Staff Recommendation:**

Town Staff recommends the Planning & Zoning Commission table this item and continue the Public Hearing to their meeting on August 5, 2025.



## PLANNING

**To:** Planning & Zoning Commission

**From:** Dakari Hill, Senior Planner

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

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

**Re:** Planned Development for First Legacy Shopping Center

**Meeting:** July 15, 2025

**Item No. 6**

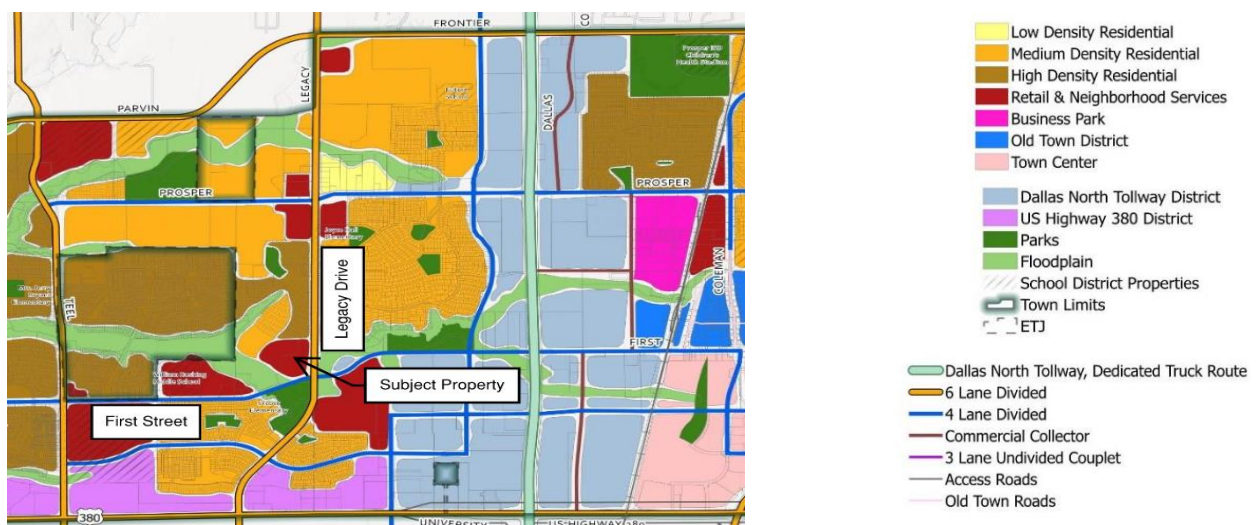
### Agenda Item:

Conduct a Public Hearing and consider and act upon a request to rezone 18.7± acres from Planned Development-14 (Retail) to Planned Development-Retail on Netherly Survey, Abstract 962, Tract 7, located on the northwest corner of Legacy Drive and First Street. (ZONE-25-0004)

### Future Land Use Plan:

The Future Land Use Plan recommends Retail & Neighborhood Services.

- The Retail & Neighborhood Services District recommends retail establishments that provide merchandise for retail sales, banks, neighborhood offices, and small medical offices.



**Zoning:**

The property is zoned Planned Development-14.

**Thoroughfare Plan:**

This property has direct access to Legacy Drive and First Street.

**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 recommends a ten-foot hike and bike trail along Legacy Drive.

**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 – Landscape Plan
11. Draft Development Agreement

**Description of Agenda Item:**

The purpose of this request is to rezone the property from Planned Development-14 to a Planned Development with a base zoning of Retail, specifically to allow for a convenience store with gas pumps on the intersection of a major and minor thoroughfare. The Town's Zoning Ordinance only allows for this use on the intersection of two major thoroughfares. Per the Town's Thoroughfare Plan, First Street is classified as a minor thoroughfare. Consequently, this classification of First Street as a minor thoroughfare makes a convenience store with gas pumps non permissible at this location even though it is listed as a permitted use in Planned Development-14. The applicant is requesting to rezone the property into a new Planned Development that allows for a convenience store with gas pumps to be located on an intersection of a major and minor thoroughfare. The proposed zoning request eliminates a multitude of undesirable uses from an outdated Planned Development, adds the stipulation of a Specific Use Permit for multiple uses that were previously permitted by right, and allows for a development agreement that ensures the building materials that will be used to construct the proposed development.

**Compatibility:**

Planned Development-14, approved in 2004, designated this hard corner of Legacy Drive and First Street for commercial use. Additionally, the Future Land Use Plan, updated in 2023, recommends Retail & Neighborhood Services for this area. The property's current zoning and Future Land Use indication demonstrate a desire for this hard corner of Legacy Drive and First Street to have commercial uses.

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

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	Planned Development-14 (Retail)	Vacant	Retail & Neighborhood Services
<b>North</b>	Planned Development-66 (Single Family-10)	Single-Family Residential (Star Trail)	High Density Residential
<b>East</b>	Planned Development-66 (Single Family-10)	Single-Family Residential (Star Trail)	Medium Density Residential
<b>South</b>	Planned Development-65 (Single-Family)	Vacant	Parks
<b>West</b>	Planned Development-66 (Single Family-10)	Single-Family Residential (Star Trail)	Medium Density Residential

**District Regulations:**

The district regulations within the Planned Development compared to the regulations in the previously approved Planned Development (PD-14) are shown below.

	<b>Previous Regulations (Planned Development-14)</b>	<b>Proposed Regulations (Development Standards)</b>
<b>Size of Yards</b>	<b>Front:</b> 25'  <b>Side:</b> 0' 12' (Vehicular Access Req.) 24' (Fire Lane Access Req.) 50' (Adj. to Residential)  <b>Rear:</b> 0' 12' (Vehicular Access Req.) 24' (Fire Lane Access Req.) 50' (Adj. to Residential)	<b>Front:</b> 30'  <b>Side:</b> 15' 30' (One-Story Adj. to Res.) 60' (Two-Story Adj. to Res.)  <b>Rear:</b> 15' 30' (One-Story Adj. to Res.) 60' (Two-Story Adj. to Res.)
<b>Size of Lots</b>	<b>Minimum Area:</b> 10,000 SF  <b>Minimum Lot Width:</b> 50'  <b>Minimum Lot Depth:</b> 90'	<b>Minimum Area:</b> 10,000 SF  <b>Minimum Lot Width:</b> 50'  <b>Minimum Lot Depth:</b> 100'
<b>Maximum Height</b>	<b>Stories:</b> Two Stories or 40'	<b>Stories:</b> Two Stories or 40'

<b>Maximum Lot Coverage</b>	<b>Lot Coverage:</b> 40 Percent	<b>Lot Coverage:</b> 40 Percent
<b>Floor Area Ratio</b>	<b>Maximum:</b> 0.4:1	<b>Ratio:</b> 0.4:1

**Uses:**

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

- By Right:
  - Administrative/Medical and Professional Office
  - Antique Shop and Used Furniture
  - Art and Music Studio
  - Artisan's Workshop
  - Bank/Savings and Loan/Credit Union
  - Beauty Salon/Barber Shop
  - Commercial Amusement, Indoor
  - Diagnostic Lab or Urgent Care Center
  - Dry Cleaning, Minor
  - Farmer's Market
  - Fraternal Organization/Lodge/Civic Club/Fraternity or Sorority
  - Full-Service Hotel **C**
  - Furniture Store
  - Gymnastics/Dance Studio
  - Health/Fitness Center
  - Home Furnishings and Appliance Store
  - House of Worship
  - Nursery, Minor
  - Pet Day Care **C**
  - Print Shop, Minor
  - Public School
  - Restaurant **C**
  - Retail Stores and Shops
  - Swim School
  - Tanning Salon
  - Veterinarian Clinic and/or Kennel, Indoor
  - Wine Bar
- By Specific Use Permit:
  - Child Care Center, Licensed
  - Convenience Store w/ Gas Pumps (On Intersecting Major and Minor Thoroughfares)
  - Meeting/Banquet/Reception Facility
  - Private or Parochial School
  - Restaurant, Drive-In
  - Restaurant, Drive Through

- Uses That Would Be Eliminated:
  - Accessory Buildings
  - Assisted Living Facilities
  - Auto Laundries/Car Wash Facilities (Incidental to Primary Business Use)
  - Auto Parts Sales – No Outdoor Storage/Display
  - Automobile Parking Lots and Parking Garages
  - Automobile Repairs – Excluding Paint and Body Work
  - Bed and Breakfast
  - Civic Convention Center
  - Concrete Batching Plants (Temporary and Incidental to On-Site Construction)
  - Construction and Field Offices (Temporary)
  - Convalescence Homes
  - Dinner Theatres
  - Equipment and Machinery Sales and Rental, Minor
  - Frozen Food Lockers (Incidental to Primary Business Use)
  - Golf Course and/or Country Club
  - Governmental and Utility Agencies, Offices, Facilities and Service Yards
  - Guard and Patrol Services
  - Homebuilder
  - Hospital
  - Independent Living Facilities
  - Indoor Storage Facilities
  - Marketing Center
  - Mass Commuter/Transit Stations
  - Meat Markets (No Slaughterhouses or Packing Plants)
  - Municipal Buildings and Facilities
  - Museums, Libraries, Art Schools and Art Galleries
  - Nursing Homes
  - Parks, Playgrounds, Recreational Facilities and Community Centers
  - Post Office Facilities
  - Private Club Facilities
  - Radio and Television Microwave Antennae/Towers (Incidental to Primary Use)
  - Radio and Television Studios and Broadcasting Facilities
  - Recycling Collection Centers
  - Single Family Residential
  - Small Engine Repairs (Under Roof and Enclosed)
  - Telephone Exchange
  - Temporary Buildings (Incidental to Primary Business Use)
  - Theaters – Indoors
  - Theatrical Centers
  - Tire Dealers (No Outdoor Storage)
  - Tool and Equipment Rental Stores (No Outdoor Storage Unless Screened)
  - Utility Distribution Systems and Facilities
  - Warehousing Facilities (Incidental to Primary Business Use)
  - Water Treatment Facilities

**Landscaping:**

The landscaping regulations within the Planned Development compared to the regulations in the previously approved Planned Development (PD-14) are shown below.

	<b>Previous Regulations (Planned Development-14)</b>	<b>Proposed Regulations (Development Standards)</b>
<b>Adjacent to Thoroughfares</b>	<b>Easement:</b> 30' (Legacy Drive) 25' (First Street)  <b>Plantings:</b> One large tree, three-inch caliper minimum, every 30 linear feet.  Fifteen shrubs, five-gallon minimum, every 30 linear feet.	<b>Easement:</b> 30' (Legacy Drive) 25' (First Street)  <b>Plantings:</b> One large tree, three-inch caliper minimum, every 30 linear feet.  Fifteen shrubs, five-gallon minimum, every 30 linear feet.
<b>Adjacent to Commercial Development</b>	<b>Buffer:</b> 5'  <b>Plantings:</b> One small tree every 15 linear feet.  One shrub, five-gallon minimum, every 15 linear feet.	<b>Buffer:</b> 5'  <b>Plantings:</b> One small tree every 15 linear feet.  One shrub, five-gallon minimum, every 15 linear feet.
<b>Adjacent to Residential Development</b>	<b>Buffer:</b> 15'  <b>Plantings:</b> One large tree, three-inch caliper minimum, every 30 linear feet.	<b>Buffer:</b> 15'  <b>Plantings:</b> One large tree, three-inch caliper minimum, every 30 linear feet.

**Architectural Standards:**

The architectural standards within this Planned Development are shown below.

- Permitted Building Materials:
  - Clay Fired Brick
  - Granite
  - Marble
  - Stone (Natural, Precast, or Manufactured)
  - Stucco (Three-Coat)
  - Non-Masonry Materials (Max. of 20%)
  - Other Materials as Approved by Director of Development Services

**Screening and Fencing:**

The screening and fencing standards within this Planned Development require a six-foot masonry wall to be installed adjacent to residential development.

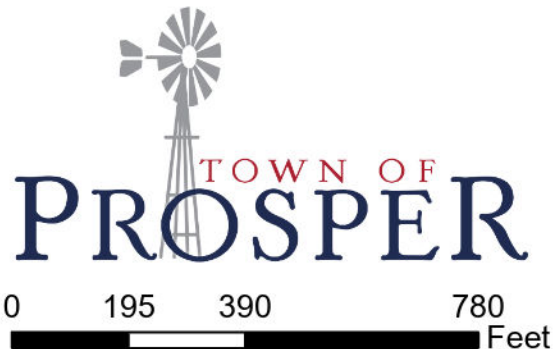


**Town Staff Recommendation:**

The proposed zoning request is compliant with the Future Land Use Plan designation of this area as Retail & Neighborhood Services. Additionally, the proposed zoning request eliminates a multitude of undesirable uses from an outdated Planned Development, adds the stipulation of a Specific Use Permit for multiple uses that were previously permitted by right, and allows for a development agreement that ensures the building materials that will be used to construct the proposed development. For these reasons, Town Staff recommends approval of the request to rezone 18.7± acres Planned Development-14 (Retail) to Planned Development-Retail on Netherly Survey, Abstract 962, Tract 7, located on the northwest corner of Legacy Drive and First Street.

**Town Council Public Hearing:**

Upon a recommendation by the Planning & Zoning Commission, a Public Hearing for this item will be scheduled for the Town Council at their Regular meeting on August 12, 2025.



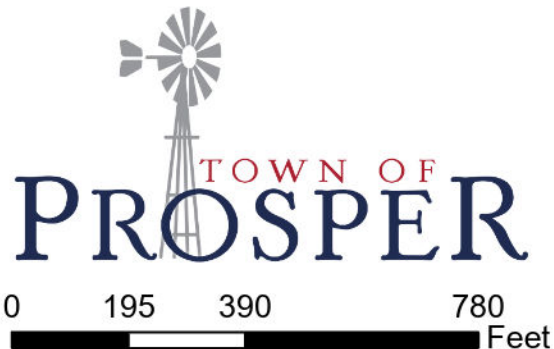
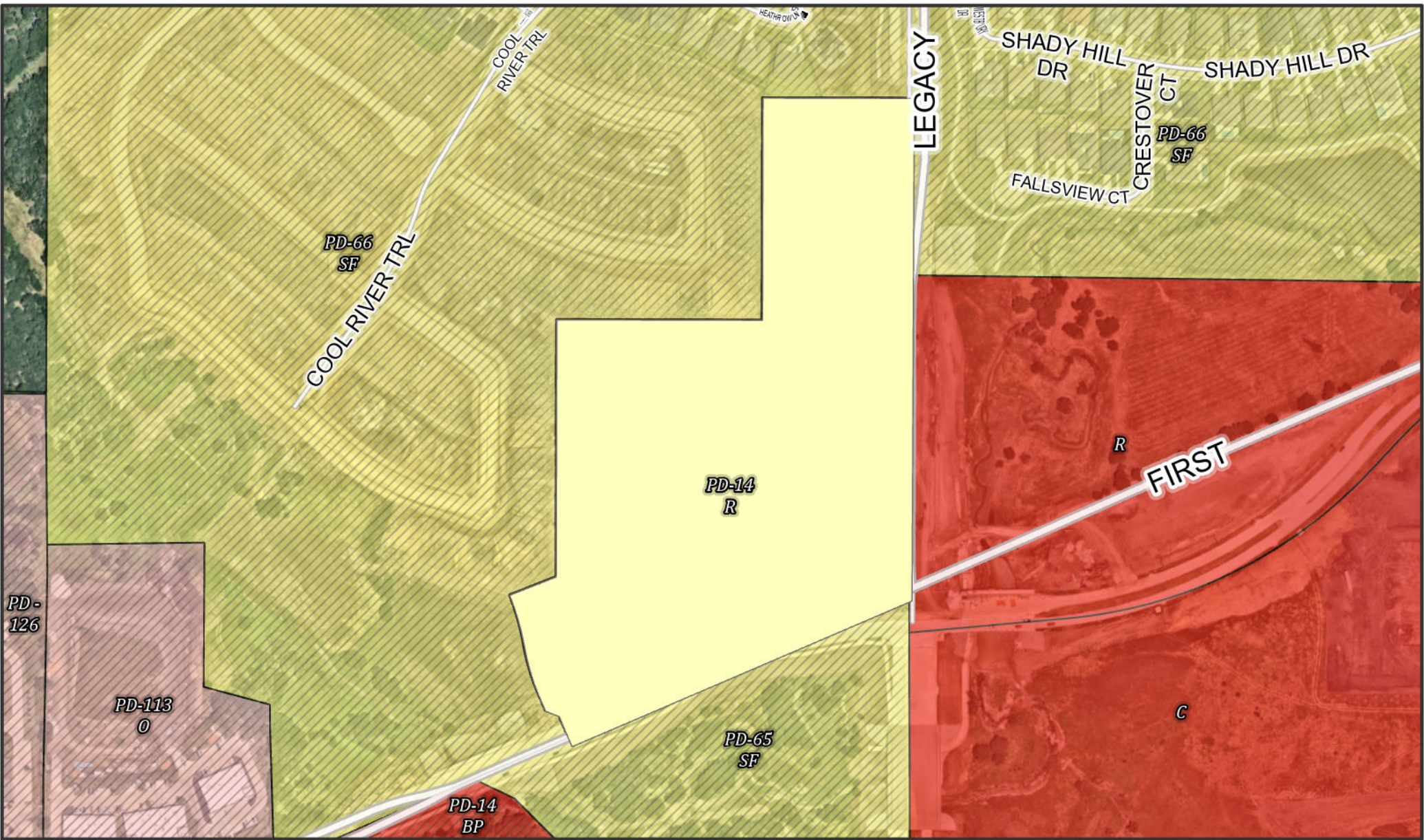
This map for illustration purposes only

# ZONE-25-0004

First Legacy Shopping Center

Planned Development





# ZONE-25-0004

First Legacy Shopping Center

Planned Development

This map for illustration purposes only



## Future Land Use Exhibit

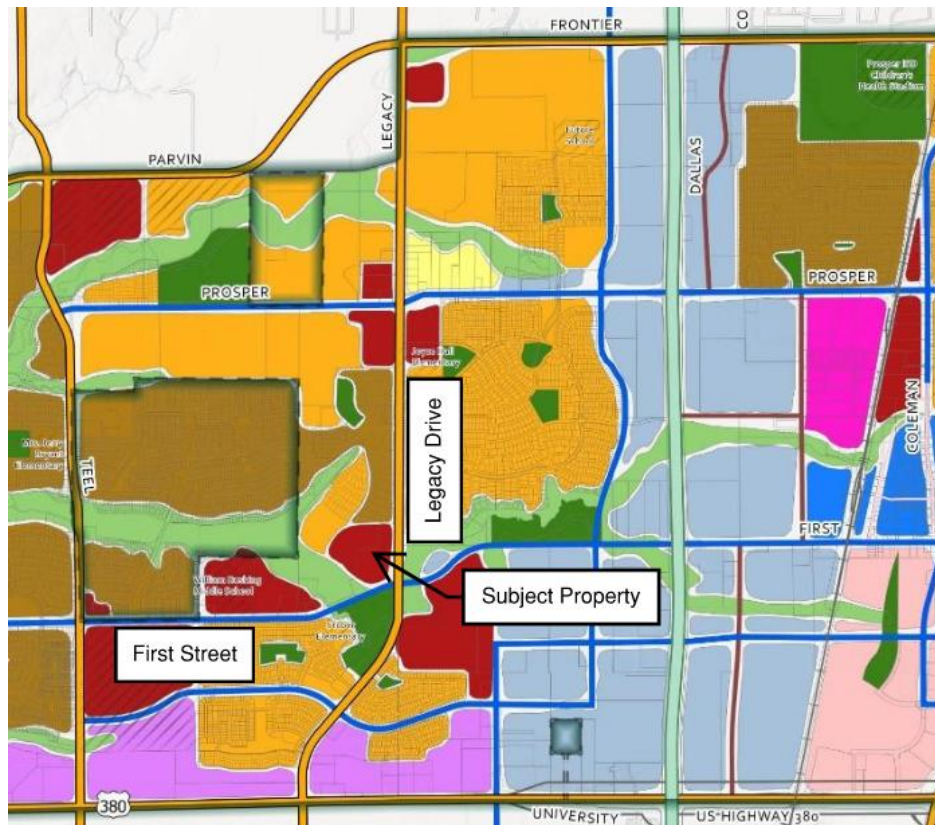


Exhibit A-1: Metes and Bounds  
ZONE-25-0004

BEING a 22.277 acre tract of land situated in the L. Netherly Survey, Abstract No. 962, Town of Prosper, Denton County, Texas, and being all of a called 22.28 acre tract of land described in the deed to Prosper-Legacy-Fishtrap, LP recorded under County Clerk's File Number 2020-208905 of the Real Property Records Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the east line of said 22.28 acre tract, from which a found yellow capped 5/8" iron rod stamped "TNP SURVEYING", bears N 00° 15' 29" E, 73.68 feet and North 89° 42' 06" West, 70.03 feet;

THENCE S 00° 15' 29" W, 73.68 feet;

THENCE S 66° 48' 27" W, 899.19 feet;

THENCE N 22° 58' 25" W, 75.00 feet;

THENCE N 68° 30' 48" W, 35.52 feet;

THENCE N 23° 30' 09" W, 39.92 feet to the beginning of a curve to the right;

THENCE 129.32 feet, with said curve to the right, through a central angle of 13° 21' 02", having a radius of 555.00 feet, and whose long chord bears N 16° 14' 31" W, 129.03 feet to the beginning of a reverse curve to the left;

THENCE 126.63 feet, with said reverse curve to the left, through a central angle of 11° 22' 51", having a radius of 637.50 feet, and whose long chord bears N 16° 14' 31" W, 126.42 feet;

THENCE N 68° 35' 33" E, 121.65 feet;

THENCE N 00° 07' 44" E, 625.08 feet;

THENCE S 89° 52' 25" E, 499.83 feet;

THENCE N 00° 07' 52" E, 540.09 feet;

THENCE S 89° 52' 05" E, 367.80 feet;

THENCE S 00° 15' 29" W, 1148.01 feet to the POINT OF BEGINNING and containing 970,382 square feet or 22.277 acres of land, more or less.



Jeremy Luke Deal  
Registered Professional Land Surveyor  
Texas Registration Number 5696







Planning division  
Town of Prosper

Letter of Intent  
First Legacy Shopping Center  
Prosper, Texas  
June 11, 2025

**PURPOSE AND INTENT:**

I am writing to formally submit a request to revise the Planned Development zoning for First Legacy Shopping Center located at the northwest corner of West First Street and Legacy Drive.

This letter serves as our official Letter of Intent to revise Planned Development zoning as outlined in the attached proposed planned development documents. The goal is to permit a convenience store with gas pumps at intersection of major and minor thoroughfares and additional uses as listed in the attached PD.

**Key Details:**

- **Zoning Information:** The current zoning for the tract is R – (PD-14) Retail / Commercial.
- **Site Area:** 18.685 acres
- **Proposed Use:** Retail / Commercial to include a convenience store with gas pumps.

We have conducted preliminary assessments; we are committed to ensuring that the project meets all necessary requirements and standards.

Please find the following documents attached for your review:

1. Exhibit A-1
2. Exhibit A-2
3. Exhibit B, C, D, E, F & G

We look forward to working closely with your team to address any questions or concerns you may have. Please do not hesitate to contact me to discuss this submission further.

Thank you for your time and consideration.

Sincerely,

Hector Leon, PE.  
Project Manager  
Westwood Professional Services, Inc.



## **ZONE-25-0004**

### **Exhibit “C”**

#### **Development Standards**

This tract shall develop under the regulation of the Retail (R) District as outlined in the Town’s Zoning Ordinance as it exists or may be amended with the following conditions:

#### **1.0 Permitted Uses**

**1.1** The permitted uses within this Planned Development District are as follows:

- Administrative/Medical and Professional Office
- Antique Shop and Used Furniture
- Art and Music Studio
- Artisan’s Workshop
- Bank/Savings and Loan/Credit Union
- Beauty Salon/Barber Shop
- Child Care Center, Licensed **S**
- Commercial Amusement, Indoor
- Convenience Store w/ Gas Pumps **S**
  - Permitted on Intersecting Major and Minor Thoroughfares
- Diagnostic Lab or Urgent Care Center
- Dry Cleaning, Minor
- Farmer’s Market
- Fraternal Organization/Lodge/Civic Club/Fraternity or Sorority
- Full-Service Hotel **C**
- Furniture Store
- Gymnastics/Dance Studio
- Health/Fitness Center
- Home Furnishings and Appliance Store
- House of Worship
- Meeting/Banquet/Reception Facility **S**
- Nursery, Minor
- Pet Day Care **C**
- Print Shop, Minor
- Private or Parochial School **S**
- Public School
- Restaurant **C**
- Restaurant, Drive-In **S**
- Restaurant, Drive Through **S**
- Retail Stores and Shops
- Swim School

- Tanning Salon
- Veterinarian Clinic and/or Kennel, Indoor
- Wine Bar

## 2.0 District Regulations

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

- Size of Yards
  - Front Setback – 30’
    - Front setbacks shall be applied to both streets when lots have double frontage.
  - Side Setback – 15’
    - Adjacent to Residential Development (One-Story) – 30’
    - Adjacent to Residential Development (Two-Story) – 60’
  - Rear Setback – 15’
    - Adjacent to Residential Development (One-Story) – 30’
    - Adjacent to Residential Development (Two-Story) – 60’
- Size of Lots
  - Minimum Lot Area – 10,000 SF
  - Minimum Lot Width – 50’
  - Minimum Lot Depth – 100’
- Maximum Height
  - Two stories, no greater than 40’.
- Maximum Lot Coverage
  - Forty Percent (40%)

## 3.0 Landscaping

3.1 The landscaping requirements within this Planned Development District are as follows:

- Adjacent to Thoroughfares
  - Legacy Drive – 30' Landscape Easement
    - One large tree, three-inch caliper minimum, every 30 linear feet.
    - Fifteen shrubs, five-gallon minimum, every 30 linear feet.
  - First Street – 25' Landscape Easement
    - One large tree, three-inch caliper minimum, every 30 linear feet.
    - Fifteen shrubs, five-gallon minimum, every 30 linear feet.
- Adjacent to Commercial Development
  - Five-Foot (5') Landscape Buffer
    - One small tree every 15 linear feet.
    - One shrub, five-gallon minimum, every 15 linear feet.
    - This shall not apply where the common lot line is in a common drive or fire lane.
- Adjacent to Residential Development
  - Fifteen-Foot (15') Landscape Buffer
    - One large tree, three-inch caliper minimum, every 30 linear feet.

#### 4.0 Screening

4.1 The screening requirements within this Planned Development District are as follows:

- Six-foot (6') masonry wall adjacent to residential development.

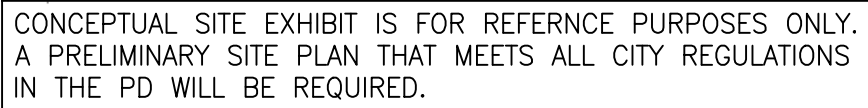
#### 5.0 Architectural Standards






5.1 The architectural standards within this Planned Development District are as follows:

- Buildings shall consist of masonry materials including clay fired brick, natural, precast, and manufactured stone, granite, three-step stucco, and marble.
- Secondary materials, or non-masonry materials, shall not exceed twenty percent (20%) on each elevation.
- Other materials to be approved by the Director of Development Services.

**FIRE ZONING NOTES**  
ZONING DOES NOT INCLUDE COMPLIANCE WITH TOWN FIRE CODE. NOR DOES IT INCLUDE FIRE HYDRANTS, AND FIRE LANE ARRANGEMENTS . REVIEW OF THE ZONING DOES NOT GRANT OR OTHERWISE PROVIDE SAID APPROVAL TO THE TOWN FIRE CODE . FULL COMPLIANCE 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.

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- |   |                        |
|---|------------------------|
|  | PROPOSED MAJOR CONTOUR |
|  | PROPOSED MINOR CONTOUR |
|  | EXISTING MAJOR CONTOUR |
|  | EXISTING MINOR CONTOUR |
|  | PROPOSED FIRE HYDRANT  |

**NOTE:**

- ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
- ALL DRIVES, AS SHOWN IN GRAY WOULD BE CONSIDERED FIRE LANES.
- ALL LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
- ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
- HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
- ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
- IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE. HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CONSTRUCTION AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
- THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION, AT WHICH TIME THE APPLICANT SHALL BE REQUIRED TO REAPPLY FOR THE REISSUED APPROVAL OF A SITE PLAN BY THE PLANNING & ZONING COMMISSION, IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.
- OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT, OPEN SPACE SHALL INCLUDE VEHICLE PAVING, REQUIRED PARKING LOT LANDSCAPING, BUNG FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION POND.

# Westwood

Phone (469) 213-1800 11000 Frisco Street, Suite 400  
Toll Free (888) 937-5150 Frisco, TX 75033  
**westwoodps.com**

**Westwood Professional Services, Inc.**  
TBPE FIRM REGISTRATION NO. F-11756  
TBPLS FIRM REGISTRATION NO. 10074301

AAB VENTURE CAPITAL

EXHIBIT D: CONCEPTUAL PLAN  
ZONE-25-0004

PROSPER, DENTON COUNTY, TEXAS

PS01  
PRELIMINARY SITE PLAN  
PROSPER-LEGACY-FISHTRAP LP  
LOT 7A(1)  
18.685 ACRES  
LOCATED IN THE TOWN OF PROSPER, TEXAS  
ABSTRACT No. 962  
DENTON COUNTY, TEXAS

DRAWN: GD	DATE	PROJECT #	SHEET
DESIGNED: HA	JUNE 2025	0057857	D
REVIEWER: HA			

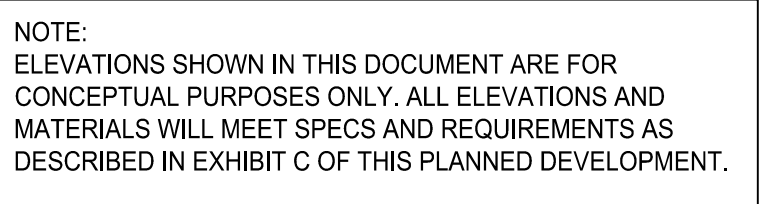
## ZONE-25-0004

### Exhibit E – Development Schedule

	TIMEFRAME (months)	July	August	September	October	November	December	January	February	March	April		Month 1	Month 2
Zoning Change	3											Infrastructure construction (period TBD)		
Preliminary Plat	2													
Civil Plan*	4													
Infrastructure Construction	1													
Final Plat	1													
Building Permit														

- Follow the standard submission and review for the town of Prosper non-residential development.







**FIRE ZONING NOTES**  
ZONING DOES NOT INCLUDE COMPLIANCE WITH TOWN FIRE CODE. NOR DOES IT INCLUDE FIRE HYDRANTS, AND FIRE LANE ARRANGEMENTS. REVIEW OF THE ZONING DOES NOT GRANT OR OTHERWISE PROVIDE SAID APPROVAL TO THE TOWN FIRE CODE. FULL COMPLIANCE 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.

[illegible]

- ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
- LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
- ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
- HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
- ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
- IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE. HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CONSTRUCTION AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
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# Westwood

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Toll Free	(888) 937-5150	Frisco, TX 75033
		<a href="http://westwoodps.com">westwoodps.com</a>

**Westwood Professional Services, Inc.**  
TBPB FIRM REGISTRATION NO. 2-11756  
TBPFS FIRM REGISTRATION NO. 10074301

AAB VENTURE CAPITAL			
EXHIBIT G : LANDSCAPE PLAN ZONE-25-0004			
PROSPER, DENTON COUNTY, TEXAS			
PS01 PRELIMINARY SITE PLAN PROSPER-LEGACY-FISHTRAP LP LOT 7A(1) 18.685 ACRES LOCATED IN THE TOWN OF PROSPER, TEXAS ABSTRACT No. 962 DENTON COUNTY, TEXAS			
DRAWN: GD	DATE	PROJECT #	SHEET
DESIGNED: HA	JUNE 2025	0057857	D
REVIEWER: HA			

## **FIRST LEGACY SHOPPING CENTER DEVELOPMENT AGREEMENT**

**THIS FIRST LEGACY SHOPPING CENTER DEVELOPMENT AGREEMENT** ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and Prosper-Legacy-Fishtrap, LP ("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 First Legacy Shopping Center ("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. 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. 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. 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.

**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 Denton County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Denton 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:       Hub 380 P II, LLC  
                                  5746 NW 75<sup>th</sup> Way  
                                  Parkland, Florida 33067  
                                  Attention: Jaya S. Donepudi

**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 Denton 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 DENTON        )**

        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-LEGACY-FISHTRAP, LP**

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

Name: Kiran Mysore

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

**STATE OF TEXAS        )**

**)**

**COUNTY OF DENTON    )**

      This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by Kiran Mysore on behalf of Prosper-Legacy-Fishtrap, LP, 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:

\_\_\_\_\_

[illegible]



**EXHIBIT B**  
**(Building Materials)**

Architectural and Material Standards.

i. Review and Approval Process.

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.

ii. Design Guidelines.

1. Buildings shall consist of masonry materials including clay fired brick, natural, precast, and manufactured stone, granite, three-step stucco, and marble.
2. Secondary materials, or non-masonry materials, shall not exceed twenty percent (20%) on each elevation.
3. Other materials to be approved by the Director of Development Services.

