



AGENDA
Planning and Zoning Commission
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, September 15, 2026
6:30 PM

Welcome to the Prosper Planning and Zoning Commission Meeting.

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

Addressing the Planning and Zoning Commission:

Those wishing to address the Planning and 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 and 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 Planning and Zoning Chair 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 September 1, 2026 Planning and Zoning Commission work session meeting.
- 3b. Consider and act upon the minutes from the September 1, 2026 Planning and Zoning Commission regular meeting.

- 3c. Consider and act upon a request for a Preliminary Plat of Barrington Lake, on 44.5± acres, located on the east side of Coit Road and 1,280± feet north of First Street. (DEVAPP-26-0063)

CITIZEN COMMENTS

The public is invited to address the Planning & Zoning 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 the Town Staff prior to the meeting. Comments are limited up to three minutes with a cumulative total for Citizens' Comments not to exceed 15 minutes.

REGULAR AGENDA:

Pursuant to Section 551.007 of the Texas Government Code, any individuals wishing to address the Planning and Zoning Commission during a Public Hearing item, will be recognized when the public hearing is opened. A "Public Comment Request Form" must be completed and presented to the Town Staff prior to the meeting. Comments are limited up to three minutes. If multiple individuals wish to speak, 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. Comments during a public hearing are limited to a cumulative total of 60 minutes for those in favor of an item, and 60 minutes for those in opposition to an item.

4. Conduct a Public Hearing and consider and act upon a request for a rezoning from Agriculture to Planned Development for Light Industrial Buildings on Collin County School Land Survey 12, Abstract 147, Tract 179, on 2.0± acres, located on the west side of Business Park Drive and 1,095± feet south of First Street. (ZONE-26-0004)
5. Review actions taken by the Town Council and possibly direct Town Staff to schedule topic(s) for discussion at a future meeting.
6. Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Wednesday, September 9, 2026, and remained so posted at least three (3) business days before said meeting was convened.

Michelle Lewis Sirianni, Town Secretary

Date Notice Removed

Pursuant to Section 551.071 of the Texas Government Code, the Planning and Zoning Commission 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 Planning and Zoning Commission 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 and Zoning Commission
Work Session
Prosper Town Hall – Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, September 1, 2026
6:00 PM

Call to Order / Roll Call

The meeting was called to order at 6:00 PM

Commissioners Present: Chair Damon Jackson, Secretary Glen Blanscet, Brett Butler, John Hamilton, Matt Furay, and Deborah Daniel

Vice Chair Josh Carson arrived at 6:16 PM

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: Terrence S. Welch, Town Attorney

Items for Individual Consideration:

1. Discuss items on the September 1, 2026, Planning and Zoning Commission agenda.

Town Staff provided a brief overview of Consent Agenda Items 3a – 3g and Regular Agenda Items 4 and 5.

The Commission and Staff discussed Item 3c regarding the proposed pond amenities, confirmation that there is no fencing along the east side of the pond/property, and recording the plat.

Staff noted that the Homeowners' Association documents are under review. These documents are required by the Unified Development Code. Once approved by the Town Attorney, they will be recorded. This must be done prior to filing the Final Plat.

The Commission and Staff discussed Item 3d regarding access to Coit Road. Staff clarified that a note on the plat identifies the access as an exit only and for emergency services. The Commission stated there is a need for controlled access.

Mr. Hoover presented Item 4. Commissioners discussed the water consumption, substation, lot coverage, parking, economic considerations, and road construction. The Commission asked about the Future Land Use District designation request of Business Park. Staff clarified what is included in the Planned Development zoning proposal; any future changes would require an amendment to the Planned Development.

The Commission and Staff discussed Item 5 and reviewed the staff report and recommendations related to amending the Future Land Use Plan to a district that would support the proposed Planned Development for a Data Center.

2. Adjourn.

The work session was adjourned at 6:37 p.m.

Michelle Crowe, Senior Administrative Assistant

Glen Blanscet, Secretary



MINUTES
Prosper Planning and Zoning Commission
Regular Meeting
Prosper Town Hall – Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, September 1, 2026
7:00 PM

1. Call to Order / Roll Call

The meeting was called to order at 7:03 p.m.

Commissioners Present: Chair Damon Jackson, Vice Chair Josh Carson, Secretary Glen Blanscet, John Hamilton, Matt Furay, Brett Butler, and Deborah Daniel

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

Other(s) Present – Terrence S. Welch, Town Attorney

2. Recitation of the Pledge of Allegiance.

CONSENT AGENDA:

- 3a. Consider and act upon the minutes from the August 18, 2026, Planning and Zoning Commission work session meeting.**
- 3b. Consider and act upon the minutes from the August 18, 2026, Planning and Zoning Commission regular meeting.**
- 3c. Consider and act upon a request for a Final Plat of Brookhollow Townhomes, on 20.1± acres, located 500± feet north of University Drive and 2,585± feet west of Custer Road. (DEVAPP-25-0076)**
- 3d. Consider and act upon a request for a Final Plat of Anvita Addition, on 16.4± acres, located on the southeast corner of Coit Road and First Street. (DEVAPP-25-0148)**
- 3e. Consider and act upon a request for a Site Plan for a Drive-Through Restaurant on Westside Addition, Block A, Lot 3, on 0.9± acre, located on the east side of FM 1385 and 290± feet north of University Drive. (DEVAPP-26-0024)**
- 3f. Consider and act upon a request for a Final Plat of Westside Addition, Block A, Lot 3, on 0.9± acre, located on the east side of FM 1385 and 290± feet north of University Drive. (DEVAPP-26-0029)**
- 3g. Consider and act upon a request for a Facade Plan for a Drive-Through Restaurant on Westside Addition, Block A, Lot 3, on 0.9± acre, located on the east side of FM 1385 and 290± feet north of University Drive. (DEVAPP-26-0016)**

Commissioner Hamilton made a motion to approve Items 3a and 3b with corrections and Items 3c through 3g. The motion was seconded by Vice Chair Carson. The motion was carried unanimously by a vote of 7-0.

CITIZEN COMMENTS:

Mayor David Bristol spoke in opposition to Item 4.

REGULAR AGENDA:

4. Conduct a Public Hearing and consider and act upon a request for a rezoning from Agricultural to a Planned Development for a Data Center on a portion of Parvin 1385 Addition, Block A, Lot 2, on 37.3± acres, located 1,590± feet south of Parvin Road and 855± feet east of FM 1385. (ZONE-26-0007)

Mr. Hoover presented Item 4 to the Commission.

Jeff Eigenbrood with White Rose Partners, the applicant, presented the request to the Commission. Mr. Eigenbrood introduced the project team and stated that White Rose Partners and its affiliated consultants had experience developing data center projects throughout Texas and the United States.

Mr. Eigenbrood stated that the proposal consisted of one approximately 225,000-square-foot data center building. He highlighted the applicant's transparency, project scale, noise controls, and closed-loop cooling system. Additionally, he stated that the proposed Planned Development would establish a maximum noise level and require closed-loop cooling.

John Varin, White Rose Partners, provided an overview of data centers and their role in supporting internet, financial, healthcare, communications, and other technology services. He discussed the proposed employment and economic benefits, projected tax revenues, and associated economic activity. He also highlighted the proposed hike-and-bike trail and the project's proximity to the existing electrical substation.

Bill Dahlstrom, with Jackson Walker, addressed the land-use request. He stated that the property currently has multiple Comprehensive Plan designations, including high-density residential and retail and neighborhood services. The applicant requested a Comprehensive Plan amendment to Business Park and a Planned Development district specifically tailored to the proposed data center use. Mr. Dahlstrom stated that the Planned Development would establish site-specific standards, including building size, buffers, screening, open space, lighting, noise, and water-use requirements. He stated that the open-space area between the proposed data center and the electrical substation would remain undeveloped unless subsequently amended through the Planned Development process.

Michael Carlisle, with Kimley-Horn, presented the preliminary site design, building elevations, screening, setbacks, landscaping, and noise study. He stated that the proposal included an eight-foot wrought-iron security fence, an eight-foot masonry wall around the generator yard, rooftop equipment screening, preservation of existing trees where feasible, additional landscaping, increased setbacks, and a hike-and-bike trail along the eastern portion of the property.

Mr. Carlisle discussed the preliminary sound study. He stated that preliminary modeling considered rooftop chillers, emergency generators, varying ambient temperatures, and generator operation. Additionally, he added that the model did not include existing or proposed vegetation or certain required equipment screening.

Geoff Overholt, DFW Consulting Group, discussed the proposed mechanical, water, and electrical systems. He stated that the project would use closed-loop cooling rather than evaporative cooling and would connect to the Town's water system instead of relying on wells or aquifers. Mr. Overholt also discussed the proposed electrical service from the adjacent Brazos Electric Cooperative substation and stated that required substation improvements would be funded by the project.

Mr. Varin discussed the projected economic benefits, including capital investment, jobs, projected annual tax and franchise-fee revenues, and estimated long-term revenues to local taxing entities.

Mr. Eigenbrood stated that no end user or tenant had yet been identified. He added that the proposed facility would be designed for a single tenant and that could include various data-processing applications. Additionally, he explained that the project's power availability would establish a limit on the facility's size and associated infrastructure requirements.

The Commission questioned the proposed 50% maximum lot coverage. Mr. Eigenbrood stated that the 50% provision was derived from the base zoning of Commercial and acknowledged that the applicant did not anticipate needing the full amount. He stated that the provision could be reduced. He further stated that the preliminary building size was approximately 225,000 square feet and could ultimately be smaller depending on available electrical capacity.

The Commission questioned building height and rooftop equipment. Mr. Eigenbrood stated that the office portion would be two stories while the primary data hall would be single story. The proposed building height was approximately 40 feet, with rooftop mechanical equipment and screening potentially extending above the roofline. The applicant stated that the 20-foot rooftop-equipment allowance was conservative and that approximately 15 feet might ultimately be sufficient. The applicant further stated that rooftop equipment would be screened with materials intended to complement the building façade.

The Commission discussed potential noise impacts and requested clarification regarding the type, frequency, and duration of noise generated by the facility. The applicant stated that the principal sources would be mechanical HVAC/chiller equipment and backup generators. Chillers would operate according to ambient conditions, while generators would operate primarily during extended power outages and periodic testing. The applicant stated that the limit proposed in the Planned Development was intended as an enforceable maximum and that additional refinement of the noise study could potentially support a lower limit.

The Commission questioned whether the modeled facility noise could be compared directly with existing traffic noise. The applicant clarified that the preliminary modeling treated the proposed facility separately from existing ambient conditions and did not calculate the combined future noise level. Mr. Eigenbrood stated that the applicant would work with its acoustical engineer to provide a more readily understandable analysis and anticipated that the study would be finalized as the design and equipment selections progressed.

The Commission asked about generator screening. The applicant stated that generators would have individual sound enclosures and would also be located behind the required masonry screening wall. Mr. Carlisle stated that applicable screening requirements required the screening wall to be at least as tall as the equipment being screened.

The Commission questioned the proposed accessory uses. The applicant stated that the listed accessory uses were intended to be comprehensive for the proposed facility. Rooftop antennas would generally consist of weather-monitoring equipment rather than standalone towers. Battery systems would be designed and protected in accordance with applicable fire codes and would include monitoring and detection systems. Equalization basins would provide temporary chilled-water capacity during power interruptions and could be located inside the building. Generator fuel would be diesel, with approximately 24–72 hours of storage anticipated. The laydown yard would be used temporarily for construction materials and would be removed after construction. Water storage could include chilled-water and/or fire-water storage, subject to applicable requirements.

The Commission questioned electrical capacity and the proposed substation improvements. The applicant stated that preliminary discussions with CoServ and Brazos indicated that the required power could be accommodated through improvements within the existing substation footprint. The applicant stated that a new transformer and related design, engineering, equipment, and construction costs required to serve the project would be funded by the applicant. No new overhead transmission lines were anticipated. The applicant stated that final capacity and

engineering requirements remained subject to the utility providers' ongoing design and review process.

The Commission asked whether the project could affect electrical rates for surrounding customers. Mr. Eigenbrood stated that the applicant would be responsible for infrastructure costs necessary to serve the project and that the applicant did not anticipate other customers subsidizing those costs. He stated that the project would provide a consistent electrical load but acknowledged that the utility, rather than the applicant, would determine applicable rates.

The Commission asked about the ultimate tenant and whether an artificial-intelligence-oriented use could result in greater power, water, or noise impacts. Mr. Eigenbrood stated that no tenant had yet been selected. He explained that the Planned Development would establish limits on the use and infrastructure, including closed-loop cooling and the available electrical capacity, and that the facility could be reduced in size if less power were ultimately available. He stated that the project would not operate as a carrier hotel but could support edge computing, artificial intelligence, or other data-processing applications.

The Commission questioned potential impacts on surrounding property values. Mr. Eigenbrood stated that the applicant had not commissioned a site-specific property-value study but referenced studies from other jurisdictions, including Northern Virginia, that the applicant stated found no discernible impact on nearby residential property values.

The Commission asked about discussions with Toll Brothers concerning the property to the east. Mr. Eigenbrood stated that the applicant had met with representatives of Toll Brothers to discuss project details and neighboring concerns. He stated that Toll Brothers had not expressed a position for or against the proposal.

Chair Jackson asked about the long-term viability of the proposed facility and potential changes in technology. Mr. Eigenbrood stated that data center buildings can be adapted over time but that any change to a use not permitted by the Planned Development would require an amendment to the zoning. He stated that the applicant anticipated continued demand for computing capacity and electrical infrastructure over the long term. The Planning and Zoning Commission took a brief recess at 8:55 p.m.

The Planning and Zoning Commission reconvened the meeting at 9:00 p.m.

The public hearing was opened at 9:00 p.m. for those in favor of Item 4.

- Mark Nias, 4720 Lopiano, Prosper, TX, spoke in favor of Item 4.
- Randal Zigler, 8961 Marigold Lane, Prosper, TX, spoke in favor of Item 4.
- Cara Matson, 6205 Crownmere Drive, Aubrey, TX, spoke in favor of Item 4.

The public hearing closed for those in favor of Item 4 at 9:11 p.m.

The public hearing was opened at 9:11 p.m. for those in opposition to Item 4.

- Monica Barlow, 1709 Gold Mine Trail, Aubrey, TX, spoke in opposition to Item 4.
- Aileen Blachowski, 3790 Dewberry Lane, Prosper, TX, spoke in opposition to Item 4.
- Nicolas Strain, 2501 Wheeler Avenue, Aubrey, TX, spoke in opposition to Item 4.
- Walt Lewis, 4610 Acacia Parkway, Prosper, TX, spoke in opposition to Item 4.
- Diana Spector, 4411 Autumn Sage Drive, Prosper, TX, spoke in opposition to Item 4.
- Sandy Suzuki, 501 Esperanza Drive, Prosper, TX, spoke in opposition to Item 4.
- Joseph Mayes, 101 Red Oak Drive, Aubrey, TX, spoke in opposition to Item 4.
- Vincent Spreuwenberg, 301 Pearland Drive, Prosper, TX, spoke in opposition to Item 4.
- Donna Morris 3517 Juniper Drive, Aubrey, TX, spoke in opposition to Item 4.
- Daniel Harrerra, 2208 Hubbard Park Lane, Prosper, TX, spoke in opposition to Item 4.
- Richard Abraham, 1812 Hackamore Lane, Aubrey, TX, spoke in opposition to Item 4.

The public hearing closed at 10:12 p.m. for this in opposition to Item 4.

The Commission discussed the proposed development, with several expressing concerns regarding the Town's limited remaining developable land and the long-term implications of rezoning agricultural property. The following themes were identified:

- **Land Use and Long-Term Planning:** Commissioners emphasized the limited amount of remaining developable land in Prosper and the importance of making land-use decisions that will remain appropriate over the long term. Several Commissioners noted that the proposal is inconsistent with the current Future Land Use Plan and expressed concern about making a significant change from agricultural use to a data center/business park use.
- **Location and Proximity to Residential Areas:** Commissioners expressed concerns regarding the proposed location and its proximity to existing and planned residential neighborhoods. Several noted that data centers may be appropriate in certain locations but questioned whether this site was appropriate.
- **Noise and Environmental Impacts:** Noise was identified as a significant concern. Commissioners indicated that additional expert analysis and more detailed information was needed regarding noise, environmental impacts, accessory uses, and other potential impacts of the development.
- **Utilities and Infrastructure:** Commissioners discussed concerns regarding electricity consumption and the potential impacts on local utility infrastructure. Additional information from CoServ and greater detail regarding utility impacts were requested. **Water-Use Concerns:** Commissioners noted that information presented during the meeting addressed previously raised concerns regarding water consumption.
- **Economic and Community Benefits:** Commissioners acknowledged the potential economic and tax benefits of data centers but questioned whether the overall net benefit to Prosper justified the proposed land-use change. Commissioners also noted that their primary responsibility is to the Town of Prosper while recognizing the regional implications of the project.
- **Public Input:** Commissioners expressed appreciation for the significant public participation and correspondence received regarding the proposal. Some noted that public input was valuable while also expressing concern regarding misinformation contained in some submissions.
- **Need for Additional Information:** Several Commissioners stated that they were not comfortable making a recommendation without additional studies, expert testimony, utility information, and a more comprehensive evaluation of the proposal.

Chair Jackson, Vice Chair Carson, Secretary Blanscet, Commissioner Butler, Commission Hamilton, Commissioner Furay, and Commissioner Daniel each expressed opposition to approval of the proposal, citing various combinations of the concerns outlined above. Chair Jackson stated that additional information, studies, expert input, and a broader work session involving Town Staff, the Town Council, the Commission, and residents would be beneficial.

Commissioner Hamilton made a motion to deny Agenda Item 4. The motion was seconded by Commissioner Daniel. The motion carried unanimously by a vote of 7-0.

5. Conduct a Public Hearing and consider and act upon a request to amend the Future Land Use Plan from Medium Density Residential and Retail and Neighborhood Services to Business Park, on 37.3± acres, located 1,590± feet south of Parvin Road and 855± feet east of FM 1385. (COMP-26-0001)

Mr. Hoover presented Item 5 to the Commission.

The public hearing was opened at 10:30 p.m.

Bill Dahlstrom, representing the applicant, stated that the applicant had submitted a letter addressing the seven criteria applicable to a Comprehensive Plan amendment and was available to answer questions.

Mr. Hoover explained to the public the purpose of the Town's Future Land Use Plan, noting that it serves as a long-range guide for desired land uses and development patterns rather than establishing the current zoning of individual properties. He stated that amendments to the Future Land Use Plan are generally considered in conjunction with a proposed change in land use.

Mr. Hoover stated that, because the Commission had recommended denial of the associated rezoning request, there was no longer a corresponding end use supporting the requested Future Land Use Plan amendment. He recommended that the Commission deny the Comprehensive Plan amendment as well.

Mr. Hoover further stated that the Comprehensive Plan amendment and associated zoning request should be considered together and recommended denial of Item 5, the Comprehensive Plan amendment.

- Donna Morris, 3517 Juniper Drive, Aubrey, TX, spoke in favor of Item 5.
- Diana Spektor, 4411 Autumn Sage Drive, Prosper, TX, spoke in opposition to Item 5.
- Marina Vice, 1405 Starlight, Aubrey, TX, spoke in opposition to Item 5.
- Alexander Gorokhovskiy, 4411 Autumn Sage Drive, Prosper, TX, spoke in opposition to Item 5.
- Donna Freeman, 1061 Copper Canyon Drive, Prosper, TX, spoke in opposition to Item 5.

The Public Hearing closed at 10:40 p.m.

Commissioner Furay clarified that his earlier reference to Agricultural zoning was not intended to suggest that the property should remain undeveloped. He stated that development under Agricultural zoning presents a different set of considerations and provides the Town additional flexibility to ensure an appropriate future use. Commissioner Furay noted that the existing Future Land Use Plan identifies several potential uses for the property and stated that, in his view, the existing Future Land Use Plan should remain unchanged.

Commissioner Furay made a motion to deny Agenda Item 5. The motion was seconded by Commissioner Butler. The motion was carried unanimously by a vote of 7-0.

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 and Zoning Commission consideration.

7. Adjourn.

Commissioner Hamilton made a motion to adjourn the meeting. The motion was seconded by Commissioner Daniel. The motion was carried unanimously by a vote of 7-0.

The meeting was adjourned at 10:47 p.m.

Michelle Crowe, Senior Administrative Assistant

Glen Blanscet, Secretary



PLANNING

To: Planning and Zoning Commission
From: Suzanne Porter, AICP, Planning Manager
Through: David Hoover, AICP, Director of Development Services
Re: Preliminary Plat of Barrington Lake
Meeting: September 15, 2026

Item No. 3c

Agenda Item:

Consider and act upon a request for a Preliminary Plat of Barrington Lake, on 44.5± acres, located on the east side of Coit Road and 1,280± feet north of First Street. (DEVAPP-26-0063)

Future Land Use Plan:

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

Zoning:

The property is zoned Planned Development-18 (Single-Family).

Conformance:

The Final Plat conforms to the development standards of Planned Development-18.

*** Bolded items in this section represent what is reflected on the Preliminary Plat while the items in parenthesis show the requirements outlined in Planned Development-18. ***

Type 1 Lots

- Size of Lots:
 - Minimum Lot Size – **10,400 SF** (Min. of 10,000 SF)
 - Minimum Lot Width – **80'** (Min. of 80')
 - Minimum Lot Depth – **120'** (Min. of 120')
- Size of Yards:
 - Minimum Front Yard – **30'** (Min. of 30')
 - Minimum Side Yard and Adj. to Street – **15' in Total** (Min. of 15'), **15'** (Min. of 15')
 - Minimum Rear Yard – **20'** (Min. of 20')

Type 3 Lots

- Size of Lots:
 - Minimum Lot Size – **22,000 SF** (Min. of 20,000 SF)
 - Minimum Lot Width – **100'** (Min. of 100')
 - Minimum Lot Depth – **150'** (Min. of 150')
- Size of Yards:
 - Minimum Front Yard – **40'** (Min. of 40')
 - Minimum Side Yard and Adj. to Street – **25' in Total** (Min. of 25'), **25'** (Min. of 25')
 - Minimum Rear Yard – **25'** (Min. of 25')

Description of Agenda Item:

The purpose of the Preliminary Plat is to construct 76 single-family homes and nine common area lots.

The Preliminary Plat consists of 64 Type 1 Lots (10,000 SF) and 12 Type 3 Lots (20,000 SF).

Access:

Access is provided from Coit Road and through connection to the adjacent subdivision to the north, Estates at Greenspoint, and the adjacent subdivision to the south, Greenspoint.

Landscaping, Open Space, and Screening:

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

A pocket park, maintained by the Homeowners' Association, will be provided on Block A, Lot 3X per PD-18 requirements. The amenities in the area will be finalized with the Final Plat review.

The overall development of the Planned Development is required to provide a minimum of ten percent (or 11.76 acres) of common open space of the gross acreage and can include pocket parks, water areas, trails, creeks, and natural preserved areas. Open space requirements are met with the approximately 1.2 acres of open space within the existing residential subdivisions and 11.1± acres of open space in the Barrington Lake development.

Companion Item:

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

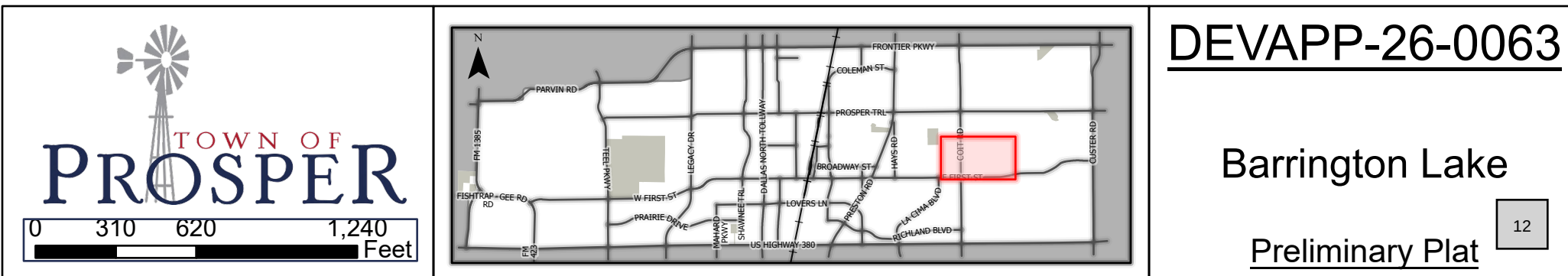
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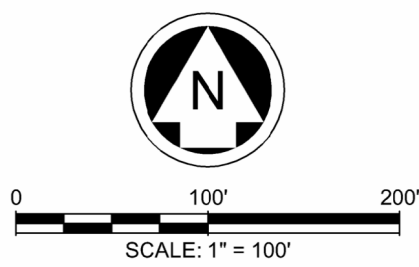
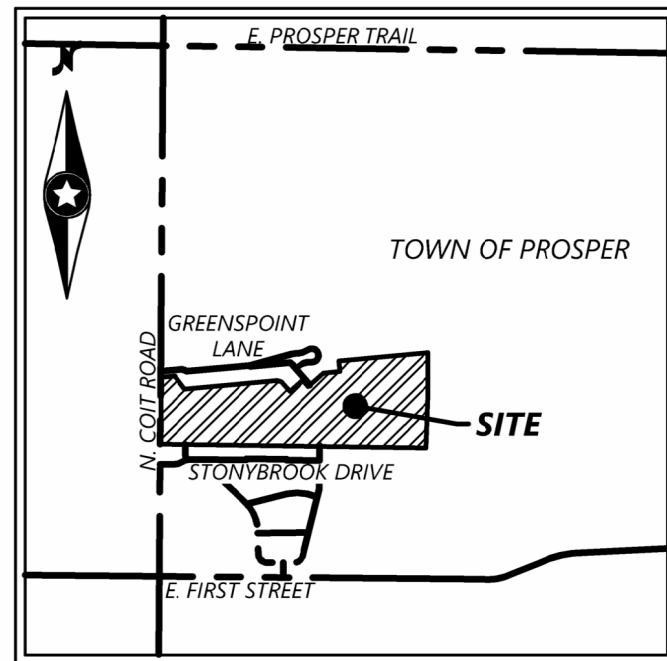
1. Location Map
2. Preliminary Plat
3. Open Space Plan

Town Staff Recommendation:

Town Staff recommends approval of the Preliminary Plat subject to:

1. Street names shall be approved prior to the approval of the Final Plat.
2. The front building line on Block B, Lot 1 shall be evaluated and finalized prior to the approval of the Final Plat.



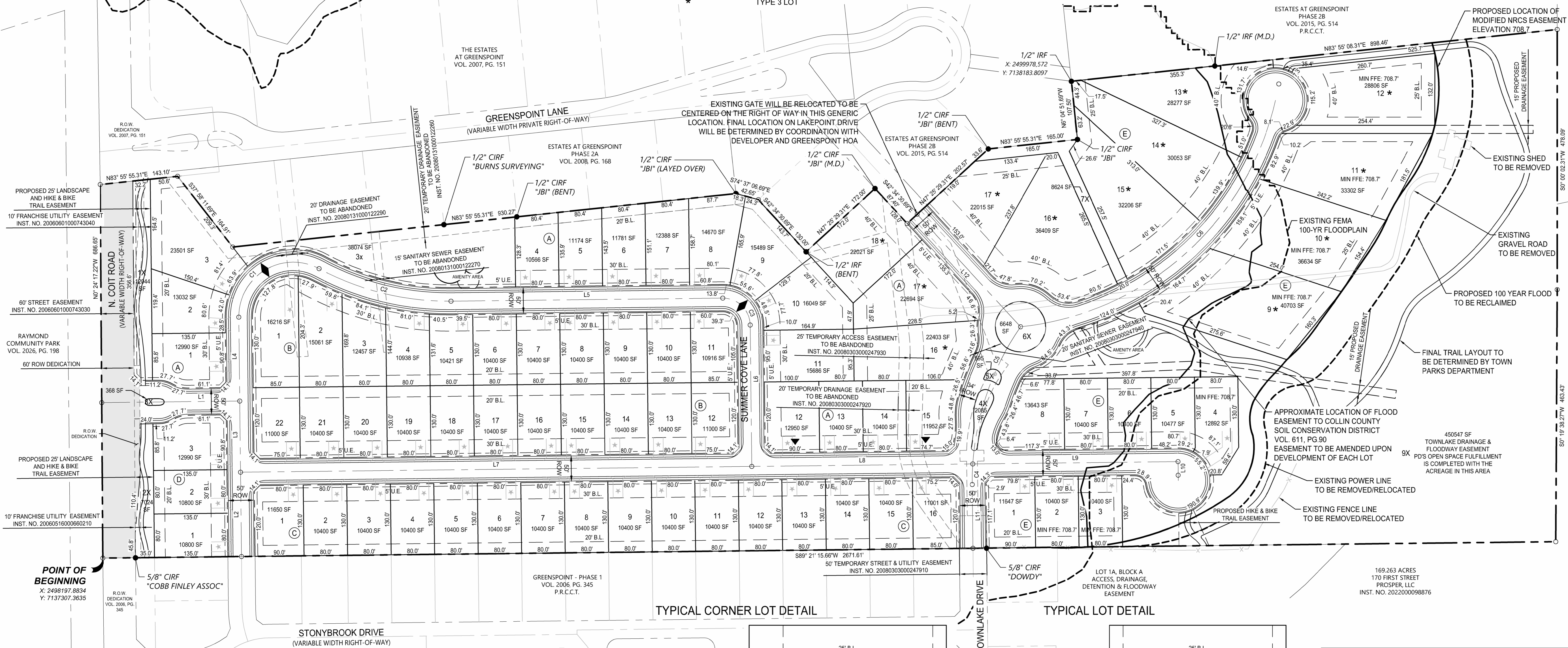
VICINITY MAP
N.T.S.

LEGEND

	PHASE LINE
	EASEMENT LINE
	LOT LINE
	RIGHT OF WAY LINE
	EXISTING 100-YR FLOODPLAIN
	BUILDING LINE
	STREET NAME CHANGE
	RIGHT-OF-WAY
	ACCESS, DRAINAGE, & UTILITY EASEMENT
	IRON ROD FOUND
	CAPPED IRON ROD FOUND
	KEY LOT DIRECTION
	TYPE 3 LOT

NOTES:

1. PROPERTY INCLUDES 76 LOTS (AVERAGE OF 16232 SF) TAKING UP 44.45 ACRES WITH A DENSITY OF 1.71 LOTS PER ACRE. NO LOTS WILL BE SERVED BY A SEPTIC SYSTEM.
2. THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. ALIGNMENT IS DETERMINED ON FINAL PLAT.
3. 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
4. ALL PRIVATE OPEN SPACE, COMMON AREAS, GREENBELTS, DRAINAGE EASEMENTS, ECT. ARE THE OWNED AND MAINTAINED BY THE HOA.
5. THIS PROPERTY FALLS IN ZONE A, ACCORDING TO THE FLOOD INSURANCE RATE MAPS, PANEL NO. 48085C0235J MAP REVISION JUNE 2, 2009.
6. SUBDIVISION DISTRICT STANDARDS WILL BE PER PD-18.
7. ULTIMATE FLOODPLAIN PROVIDED IS PRELIMINARY AND IS SUBJECT TO CHANGE.
8. FENCES ADJACENT TO PUBLIC OR PRIVATE OPEN SPACE, PUBLIC OR PRIVATE PARKS, OR HIKE AND BIKE TRAILS SHALL BE OPEN WROUGHT IRON TYPE FENCING FOR PROPERTY LINES ABUTTING SUCH AREAS.
9. ALL LOTS ARE TYPE 1 UNLESS OTHERWISE NOTED.
10. PROPERTY'S HOA WILL BE SEPARATE FROM ESTATES HOA.
11. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 83).
12. ALL ACCESS GATES SHOULD BE AUTOMATIC ONLY AND REQUIRE A FIRE PERMIT.

PRELIMINARY
-FOR REVIEW ONLY-

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

RYAN C. SEXTRO 134341 08/08/2026
TYPE OR PRINT NAME P.E. DATE

A PRELIMINARY PLAT FOR
BARRINGTON LAKE

44.45 ACRES CONTAINING BLOCK A; LOTS 1-18, 1X, 3X, BLOCK B; LOTS 1-22, BLOCK C; LOTS 1-16, BLOCK D; LOTS 1-3, 2X, 3X, BLOCK E; LOTS 1-17, 4X, 5X, 6X, 9X, 15X FOR A TOTAL OF 76 RESIDENTIAL LOTS (64 TYPE 1 LOTS AND 12 TYPE 3 LOTS), AND 9 OPEN SPACE LOTS.

FOUND IN THE WILLIAM H. THOMASON SURVEY, ABSTRACT NUMBER 845
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

OWNER / DEVELOPER

NAME: HAYDEN MOSES
DEVELOPER NAME: LIBERTY BANKERS LIFE
INSURANCE COMPANY
ADDRESS: 1605 LBJ FREEWAY
DALLAS, TEXAS 75234
CONTACT: HAYDEN MOSES
(817)-734-5360

PLANNER / ENGINEER / SURVEYOR

Westwood

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

Westwood Professional Services, Inc.
TYPE FROM REGISTRATION NO. 1-17178
SINCE FROM REGISTRATION NO. 1007451

DATE: AUGUST 2026
WESTWOOD PROJECT #: 0071900.00
TOWN CASE #:

DESIGNED: CL
DRAWN: CL
REVIEWER: RCS

SHEET
1 OF 2

Drawing: N:\0071900.00\06 CAD\DWG\Site Design\Entitlements\Final\0071900.00-C-PLAT
Last Saved: 8/4/2025 11:30 AM
Plot Date/Time: 8/4/2025 11:31 AM

OWNER'S CERTIFICATE
STATE OF TEXAS §
COUNTY OF Collin §

BEING A 44.449 ACRE TRACT OF LAND SITUATED IN THE WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895, TOWN OF PROSPER, COLLIN COUNTY, TEXAS, AND BEING ALL OF THE 25.029 ACRE TRACT OF LAND CONVEYED TO MARY E. VOWAN DOWDY, MARTHA VOWAN HENRY, AND CHARLOTTE C. VOWAN-WILES (HENCEFORTH REFERRED TO AS THE VOWAN TRACT), BY THE DEED OF RECORD, IN INSTRUMENT NO. 20210824001907380, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING A PART OF THE 25.029 ACRE TRACT OF LAND CONVEYED TO THE DAUTERMAN FAMILY IRREVOCABLE TRUST (HENCEFORTH REFERRED TO AS THE DAUTERMAN TRACT), BY THE DEED OF RECORD, AS RECORDED IN INSTRUMENT NO. 20061212001746820, OF SAID OFFICIAL PUBLIC RECORDS; SAID 44.449 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID VOWAN TRACT AND THE NORTHWEST CORNER OF A RIGHT-OF-WAY DEDICATION PER GREENSPPOINT - PHASE 1, AN ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 2008, PAGE 345, PLAT RECORDS, COLLIN COUNTY, TEXAS, IN THE EAST RIGHT-OF-WAY LINE OF COIT ROAD (A VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A 5/8" CAPPED IRON ROD STAMPED "COBB FINLEY ASSOC" FOUND FOR THE NORTHEAST CORNER OF SAID RIGHT-OF-WAY DEDICATION AND THE NORTHWEST CORNER OF LOT CA-1, OF SAID GREENSPPOINT - PHASE 1, BEARS NORTH 89 DEGREES 21 MINUTES 16 SECONDS EAST, A DISTANCE OF 60.00 FEET;

THENCE NORTH 00 DEGREES 24 MINUTES 17 SECONDS WEST, DEPARTING SAID GREENSPPOINT - PHASE 1 RIGHT-OF-WAY DEDICATION, AND WITH SAID EAST RIGHT-OF-WAY LINE OF COIT ROAD AND THE WEST LINE OF SAID VOWAN TRACT, PASSING AT A DISTANCE OF 350.54 FEET, THE NORTHWEST CORNER OF SAID VOWAN TRACT AND THE SOUTHWEST CORNER OF SAID DAUTERMAN TRACT, CONTINUING WITH SAID EAST RIGHT-OF-WAY LINE OF COIT ROAD AND THE WEST LINE OF SAID DAUTERMAN TRACT, FOR A TOTAL DISTANCE OF 686.65 FEET TO THE NORTHWEST CORNER OF SAID DAUTERMAN TRACT AND THE SOUTHWEST CORNER OF THE ESTATES AT GREENSPPOINT, AN ADDITION TO THE TOWN OF PROSPER, ACCORDING TO THE PLAT RECORDED IN VOLUME 2007, PAGE 151, OF SAID PLAT RECORDS;

THENCE NORTH 83 DEGREES 55 MINUTES 55 SECONDS EAST, CONTINUING WITH SAID EAST RIGHT-OF-WAY LINE OF COIT ROAD, AND WITH THE NORTH LINE OF SAID DAUTERMAN TRACT, PASSING AT A DISTANCE OF 70.27 FEET, THE MOST WESTERLY SOUTHWEST CORNER OF LOT 1-X, BLOCK G, ESTATES AT GREENSPPOINT PHASE 2A, AN ADDITION TO THE TOWN OF PROSPER, ACCORDING TO THE PLAT RECORDED IN VOLUME 2008, PAGE 168, OF SAID PLAT RECORDS; DEPARTING SAID EAST RIGHT-OF-WAY LINE OF COIT ROAD, AND CONTINUING WITH SAID NORTH LINE OF THE DAUTERMAN TRACT AND WITH THE SOUTH LINE OF SAID LOT 1-X, FOR A TOTAL DISTANCE OF 143.10 FEET TO A NORTHWEST CORNER OF LOT 10, BLOCK G, OF SAID ESTATES AT GREENSPPOINT PHASE 2A;

THENCE DEPARTING SAID SOUTH LINE OF LOT 1-X, AND SAID NORTH LINE OF THE DAUTERMAN TRACT, OVER AND ACROSS SAID DAUTERMAN TRACT, WITH THE SOUTHERLY LINES OF SAID BLOCK G, THE FOLLOWING COURSES AND DISTANCES:
SOUTH 37 DEGREES 58 MINUTES 12 SECONDS EAST, A DISTANCE OF 164.91 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10;
NORTH 83 DEGREES 55 MINUTES 55 SECONDS EAST, PASSING A 1/2" CAPPED IRON ROD STAMPED "BURNS SURVEYING" FOUND FOR THE COMMON CORNER OF LOTS 12 AND 13, BLOCK G, OF SAID ESTATES AT GREENSPPOINT PHASE 2A, AND PASSING AT AN ADDITIONAL DISTANCE OF 135.00 FEET, THE COMMON CORNER OF SAID LOT 13 AND LOT 14, BLOCK G, OF SAID ESTATES AT GREENSPPOINT PHASE 2A, FOR A TOTAL DISTANCE OF 930.27 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK G, OF SAID ESTATES AT GREENSPPOINT PHASE 2A, AND BEING THE SOUTHWEST CORNER OF LOT 17, BLOCK G, ESTATES AT GREENSPPOINT PHASE 2B, AN ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 2019, PAGE 883, OF SAID PLAT RECORDS, FROM WHICH A LAID OVER 1/2" CAPPED IRON ROD BEARS, NORTH 36 DEGREES, 48 MINUTES 46 SECONDS EAST, A DISTANCE OF 0.40 FEET;

THENCE WITH THE SOUTHERLY LINES OF SAID BLOCK G, OF SAID ESTATES AT GREENSPPOINT PHASE 2B, THE FOLLOWING COURSES AND DISTANCES:
SOUTH 14 DEGREES 37 MINUTES 07 SECONDS EAST, A DISTANCE OF 42.66 FEET TO THE COMMON CORNER OF LOTS 17 AND 18, BLOCK G, OF SAID ESTATES AT GREENSPPOINT PHASE 2B;
SOUTH 42 DEGREES 34 MINUTES 31 SECONDS EAST, A DISTANCE OF 130.00 FEET TO THE SOUTH CORNER OF SAID LOT 16, FROM WHICH BEARS A BENT 1/2" IRON ROD BEARS NORTH 80 DEGREES 54 MINUTES 17 SECONDS WEST, A DISTANCE OF 0.36 FEET;
NORTH 47 DEGREES 25 MINUTES 29 SECONDS EAST, A DISTANCE OF 172.00 FEET TO A 1/2" CAPPED IRON ROD STAMPED "JBI" FOUND FOR THE EAST CORNER OF SAID LOT 18, IN THE SOUTHWEST RIGHT-OF-WAY LINE OF LAKEPOINT CIRCLE (A 50' WIDE RIGHT-OF-WAY);

THENCE SOUTH 42 DEGREES 34 MINUTES 31 SECONDS EAST, CONTINUING OVER AND ACROSS SAID DAUTERMAN TRACT AND WITH SAID SOUTHWEST RIGHT-OF-WAY LINE OF LAKEPOINT CIRCLE, A DISTANCE OF 87.40 FEET TO THE SOUTHERLY CORNER OF SAID LAKEPOINT CIRCLE;

THENCE NORTH 47 DEGREES 25 MINUTES 29 SECONDS EAST, WITH THE SOUTHEAST RIGHT-OF-WAY LINE OF LAKEPOINT CIRCLE, PASSING THE SOUTHEAST CORNER OF SAID LAKEPOINT CIRCLE AND THE SOUTH CORNER OF LOT 13, BLOCK A, OF SAID ESTATES AT GREENSPPOINT PHASE 2B, AT A DISTANCE OF 50.00', CONTINUING WITH THE SOUTH LINE OF SAID LOT 13, FOR A TOTAL DISTANCE OF 202.57 FEET TO A 1/2" CAPPED IRON ROD STAMPED "JBI" FOUND FOR THE COMMON CORNER OF SAID LOT 13 AND LOT 12, BLOCK A, OF SAID ESTATES AT GREENSPPOINT PHASE 2B;

THENCE WITH THE SOUTH AND EAST LINES OF SAID LOT 12, THE FOLLOWING COURSES AND DISTANCES:
NORTH 83 DEGREES 55 MINUTES 55 SECONDS EAST, A DISTANCE OF 165.00 FEET TO A 1/2" CAPPED IRON ROD STAMPED "JBI" FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 12;
NORTH 06 DEGREES 04 MINUTES 52 SECONDS WEST, A DISTANCE OF 107.50 FEET TO THE EAST CORNER OF SAID LOT 12 AND A SOUTHERLY CORNER OF LOT 1, BLOCK A, HOLLEY ADDITION, AN ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 2024, PAGE 267, OF SAID PLAT RECORDS, IN SAID NORTH LINE OF THE DAUTERMAN TRACT, FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 86 DEGREES 10 MINUTES 33 SECONDS WEST, A DISTANCE OF 2.40 FEET;

THENCE NORTH 83 DEGREES 55 MINUTES 08 SECONDS EAST, DEPARTING SAID LOT 12, WITH THE SOUTH LINE OF SAID LOT 1, PASSING AT A DISTANCE OF 265.36 FEET, THE MOST SOUTHERLY COMMON CORNER OF SAID LOT 1 AND LOT 1X, BLOCK A, OF SAID HOLLEY ADDITION, CONTINUING WITH SAID NORTH LINE OF THE DAUTERMAN TRACT AND THE SOUTH LINE OF SAID LOT 1X, FOR A TOTAL DISTANCE OF 898.46 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1X AND THE NORTHEAST CORNER OF SAID DAUTERMAN TRACT, IN THE WEST LINE OF LOT 4-X, BLOCK A, WHISPERING FARMS - PHASE 1, AN ADDITION TO THE TOWN OF PROSPER, ACCORDING TO THE PLAT RECORDED IN CABINET P, PAGE 638, OF SAID PLAT RECORDS;

THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS WEST, DEPARTING SAID SOUTH LINE OF LOT 1X, HOLLEY ADDITION, AND SAID NORTH LINE OF THE DAUTERMAN TRACT, WITH THE EAST LINE OF SAID DAUTERMAN TRACT AND SAID WEST LINE OF LOT 4-X, PASSING AT A DISTANCE OF 332.93 FEET, THE SOUTHWEST CORNER OF SAID LOT 4-X AND A NORTHWEST CORNER OF CALLED 169.263 ACRE TRACT OF LAND CONVEYED TO 170 FIRST STREET PROSPER, LLC, BY DEED OF RECORD, IN INSTRUMENT NO. 2022000098876, OF SAID OFFICIAL PUBLIC RECORDS, CONTINUING WITH A WEST LINE OF SAID 169.263 ACRE TRACT AND SAID EAST LINE OF THE DAUTERMAN TRACT, FOR A TOTAL DISTANCE OF 478.09 FEET, TO THE SOUTHEAST CORNER OF SAID DAUTERMAN TRACT AND THE NORTHEAST CORNER OF SAID VOWAN TRACT;

THENCE SOUTH 00 DEGREES 19 MINUTES 38 SECONDS WEST, WITH THE EAST LINE OF SAID VOWAN TRACT AND SAID WEST LINE OF THE 169.263 ACRE TRACT, FOR A DISTANCE OF 463.43 FEET TO THE SOUTHEAST CORNER OF SAID VOWAN TRACT AND A RE-ENTRANT CORNER OF SAID 169.263 ACRE TRACT;

THENCE SOUTH 89 DEGREES 21 MINUTES 16 SECONDS WEST, WITH THE SOUTH LINE OF SAID VOWAN TRACT AND A NORTH LINE OF SAID 169.263 ACRE TRACT, PASSING AT A DISTANCE OF 387.08 FEET, THE NORTHEAST CORNER OF SAID GREENSPPOINT - PHASE 1 AND A NORTHWEST CORNER OF SAID 169.263 ACRE TRACT CONTINUING WITH SAID SOUTH LINE OF THE VOWAN TRACT, AND THE NORTH LINE OF SAID GREENSPPOINT - PHASE 1, PASSING A 5/8" CAPPED IRON ROD STAMPED "DOWDY" FOUND FOR THE COMMON CORNER OF TOWNLAKE DRIVE, A 30' WIDE RIGHT-OF-WAY, AND LOT 14, BLOCK A, AT AN ADDITIONAL DISTANCE OF 659.53 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 2,671.61 FEET TO THE POINT-OF-BEGINNING, CONTAINING 1,936,189 SQUARE FEET OR 44.449 ACRES OF LAND.

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS: THAT HAYDEN MOSES acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designated the herein above described property as BARRINGTON LAKE an addition to the Town of Prosper, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. The (Owner Name) does hereby certify the following:

- The streets and alleys are dedicated for street and alley purposes.
- All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
- The easements and public use areas, as shown are dedicated for the public use forever for the purposes indicated on this plat.
- No building, fences, trees, shrubs, or other improvements or growth shall be constructed or placed upon, over or shown, except that landscape improvements may be placed in landscape easements if approved by the Town of Prosper, across the easements as
- 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 part of any building, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
- The Town of Prosper and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
- All modifications to this document shall be by means of plat and approved by the Town of Prosper.
- For lots adjacent to a Floodplain Only:
 - 100 Year Floodplain Easement Restriction: Construction within the floodplain may not occur until approved by the Town. (A request for construction within the floodplain easement must be accompanied with detailed engineering plans and studies indicating that no flooding will result, that no obstruction to the natural flow of water will result; and subject to all owners or the property affected by such construction becoming a party to the request.) Where construction is approved, all finished floor elevations shall be a minimum of one (1) foot above the 100-year flood elevation as determined by analyzing the ultimate build-out conditions of the entire drainage basin. Existing creeks, lakes, reservoirs, or drainage channels traversing along or across portions of this addition, will remain as an open channel at all times and will be maintained by the individual owners of the lot or lots that are traversed by the drainage courses along or across said lots. The Town will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion. Each property owner shall keep the natural drainage channels traversing his/her property clean and free of debris, silt, or any substance that would result in unsanitary conditions. The Town shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions, which may occur. The Town is not obligated to maintain or assistance with maintenance of the area. The natural drainage channel, as in the case of all natural drainage channels, are subject to storm water overflow and natural bank erosion. The Town shall not be liable for damages of any nature resulting from the occurrence of these natural phenomena, nor resulting from a failure of any structure(s) within the natural drainage channels. The natural drainage channel crossing each lot is shown by the Floodway easement line as shown on the plat. If a Subdivision alters the horizontal or vertical floodplain, a FEMA Floodway map revision may be required.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the Town of Prosper, Texas. WITNESS, my hand, this the _____ day of _____, 20____.

BY: _____
Authorized Signature Printed Name and Title

STATE OF TEXAS § COUNTY OF § (Collin or Denton County as appropriate)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____, _____, Notary Public, State of Texas

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	253.823	N89° 21' 15.66"E
L2	155.000	N0° 38' 44.34"W
L3	130.767	N0° 38' 44.34"W
L4	154.232	N0° 38' 44.34"W
L5	499.525	N89° 21' 15.66"E
L6	260.000	S0° 38' 44.34"E
L7	940.000	N89° 21' 15.66"E
L8	406.437	N89° 21' 15.66"E
L9	377.322	N89° 21' 15.66"E
L10	25.000	S0° 38' 44.34"E
L11	117.127	S0° 38' 44.34"E
L12	280.884	N42° 34' 30.69"W

CURVE TABLE					
CURVE #	CHORD DIRECTION	CHORD	LENGTH	RADIUS	DELTA
C1	N58° 49' 54.39"E	172.29	207.616	100.00	207.62
C2	S76° 10' 05.49"E	250.00	252.681	500.00	252.68
C3	S45° 38' 44.34"E	70.71	78.540	50.00	78.54
C4	S1° 31' 35.17"W	37.90	37.909	500.00	37.91
C5	S19° 10' 44.50"W	266.91	270.187	500.00	270.19
C6	N46° 46' 05.21"E	651.65	699.969	538.08	699.97

STREET EASEMENT

THE AREA OR AREAS SHOWN ON THE PLAT AS "STREET EASEMENT" ARE HEREBY GIVEN AND GRANTED TO THE TOWN OF PROSPER (CALLED "TOWN") ITS SUCCESSORS AND ASSIGNS, AS AN EASEMENT TO CONSTRUCT, RECONSTRUCT, OPERATE, REPAIR, RE-BUILD, REPLACE, RELOCATE, ALTER, REMOVE AND PERPETUALLY MAINTAIN STREET AND HIGHWAY FACILITIES, TOGETHER WITH ALL APPURTENANCES AND INCIDENTAL IMPROVEMENTS, IN, UPON AND ACROSS CERTAIN REAL PROPERTY OWNED BY GRANTOR, APPURTENANCES AND INCIDENTAL IMPROVEMENTS INCLUDE, BUT ARE NOT LIMITED TO, CURBS, GUTTERS, INLETS, APRONS, TRAFFIC SIGNS WITH OR WITHOUT ATTACHED FLASHING LIGHTS, GUARD RAILS, SIDEWALKS, BURIED CONDUITS, BURIED TOWN UTILITIES, AND UNDERGROUND FRANCHISE UTILITIES. STREET EASEMENTS SHALL REMAIN ACCESSIBLE AT ALL TIMES AND SHALL BE MAINTAINED BY THE OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY, OR ADJACENT TO THE STREET EASEMENT. AFTER DOING ANY WORK IN CONNECTION WITH THE CONSTRUCTION, OPERATION, OR REPAIR OF THE STREET AND HIGHWAY FACILITIES, THE TOWN SHALL RESTORE THE SURFACE OF THE STREET EASEMENTS AS CLOSE TO THE CONDITION IN WHICH IT WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN AS IS REASONABLY PRACTICABLE, EXCEPT FOR TREES, SHRUBS, AND STRUCTURES WITHIN THE STREET EASEMENT THAT WERE REMOVED AS A RESULT OF SUCH WORK.

DRAINAGE, FLOODWAY, AND NO BUILD EASEMENT

GENERAL MAINTENANCE OF VEGETATION AND REMOVAL OF ORDINARY TRASH AND DEBRIS LOCATED WITHIN THE AREA OR AREAS SHOWN ON THE PLAT AS THE DRAINAGE, FLOODWAY, AND NO BUILD EASEMENT (THE "EASEMENT") SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY SAID EASEMENT. THE AREA WITHIN THE EASEMENT IS SUBJECT TO STORM WATER OVERFLOW AND BANK EROSION TO AN EXTENT THAT CANNOT BE DEFINED. NO GRADING OR IMPROVEMENTS ARE ALLOWED WITHIN THE EASEMENT WITHOUT THE APPROVAL OF THE DIRECTOR OF DEVELOPMENT SERVICES. THE TOWN SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE OCCURRENCE OF THESE NATURAL PHENOMENA THE TOWN WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF THE EASEMENT OR FOR ANY DAMAGE TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM THE FLOW OF WATER WITHIN THE EASEMENT.NO OBSTRUCTION TO THE NATURAL FLOW OF STORM WATER SHALL BE PERMITTED BY CONSTRUCTION OF ANY TYPE WITHIN THE EASEMENT UNLESS APPROVED BY THE DIRECTOR OF ENGINEERING SERVICES. THE RUTHERFORD CREEK HOA SHALL KEEP THE EASEMENT CLEAN AND FREE OF DEBRIS, SILT, AND ANY MATERIALS THAT WOULD RESULT IN UNSANITARY CONDITIONS OR OBSTRUCT THE FLOW OF WATER. THE TOWN SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE PROPERTY OWNER, PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE TOWN TO ERECT OR CONSIDER ERECTING ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY STREETS AND ALLEYS IN OR ADJACENT TO THE SUBDIVISION, THEN IN SUCH EVENT, THE TOWN SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT AT ANY POINT, OR POINTS, TO INVESTIGATE, SURVEY OR TO ERECT,CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES. THE NATURAL DRAINAGE THROUGH THE EASEMENT, AS IN THE CASE OF ALL NATURAL CHANNELS, IS SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT WHICH CANNOT BE DEFINITELY DEFINED. BUILDING AREAS OUTSIDE THE EASEMENT LINE SHALL BE FILLED TO A MINIMUM ELEVATION AS SHOWN ON THE PLAT. THE MINIMUM FLOOR ELEVATION FOR EACH LOT SHALL BE AS SHOWN ON THIS PLAT.

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.

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.

LOT TABLE		
LOT #	LOT TYPE	LOT AREA
BLOCK A; LOT 1	TYPE 1	12,990
BLOCK A; LOT 1X	N/A	12,044
BLOCK A; LOT 2	TYPE 1	13,032
BLOCK A; LOT 3	TYPE 1	23,501
BLOCK A; LOT 3X	N/A	38,074
BLOCK A; LOT 4	TYPE 1	10,566
BLOCK A; LOT 5	TYPE 1	11,174
BLOCK A; LOT 6	TYPE 1	11,781
BLOCK A; LOT 7	TYPE 1	12,388
BLOCK A; LOT 8	TYPE 1	14,670
BLOCK A; LOT 9	TYPE 1	15,489
BLOCK A; LOT 10	TYPE 1	16,049
BLOCK A; LOT 11	TYPE 1	15,686
BLOCK A; LOT 12	TYPE 1	12,950
BLOCK A; LOT 13	TYPE 1	10,400
BLOCK A; LOT 14	TYPE 1	10,400
BLOCK A; LOT 15	TYPE 1	11,952

LOT TABLE		
LOT #	LOT TYPE	LOT AREA
BLOCK A; LOT 16	TYPE 3	22,403
BLOCK A; LOT 17	TYPE 3	22,694
BLOCK A; LOT 18	TYPE 3	22,021
BLOCK B; LOT 1	TYPE 1	16,216
BLOCK B; LOT 2	TYPE 1	15,061
BLOCK B; LOT 3	TYPE 1	12,457
BLOCK B; LOT 4	TYPE 1	10,938
BLOCK B; LOT 5	TYPE 1	10,421
BLOCK B; LOT 6	TYPE 1	10,400
BLOCK B; LOT 7	TYPE 1	10,400
BLOCK B; LOT 8	TYPE 1	10,400
BLOCK B; LOT 9	TYPE 1	10,400
BLOCK B; LOT 10	TYPE 1	10,400
BLOCK B; LOT 11	TYPE 1	10,916
BLOCK B; LOT 12	TYPE 1	11,000
BLOCK B; LOT 13	TYPE 1	10,400
BLOCK B; LOT 14	TYPE 1	10,400

LOT TABLE		
LOT #	LOT TYPE	LOT AREA
BLOCK B; LOT 15	TYPE 1	10,400
BLOCK B; LOT 16	TYPE 1	10,400
BLOCK B; LOT 17	TYPE 1	10,400
BLOCK B; LOT 18	TYPE 1	10,400
BLOCK B; LOT 19	TYPE 1	10,400
BLOCK B; LOT 20	TYPE 1	10,400
BLOCK B; LOT 21	TYPE 1	10,400
BLOCK B; LOT 22	TYPE 1	11,000
BLOCK C; LOT 1	TYPE 1	11,650
BLOCK C; LOT 2	TYPE 1	10,400
BLOCK C; LOT 3	TYPE 1	10,400
BLOCK C; LOT 4	TYPE 1	10,400
BLOCK C; LOT 5	TYPE 1	10,400
BLOCK C; LOT 6	TYPE 1	10,400
BLOCK C; LOT 7	TYPE 1	10,400
BLOCK C; LOT 8	TYPE 1	10,400
BLOCK C; LOT 9	TYPE 1	10,400

LOT TABLE		
LOT #	LOT TYPE	LOT AREA
BLOCK C; LOT 10	TYPE 1	10,400
BLOCK C; LOT 11	TYPE 1	10,400
BLOCK C; LOT 12	TYPE 1	10,400
BLOCK C; LOT 13	TYPE 1	10,400
BLOCK C; LOT 14	TYPE 1	10,400
BLOCK C; LOT 15	TYPE 1	10,400
BLOCK C; LOT 16	TYPE 1	11,001
BLOCK D; LOT 1	TYPE 1	10,800
BLOCK D; LOT 2	TYPE 1	10,800
BLOCK D; LOT 2X	N/A	7,024
BLOCK D; LOT 3	TYPE 1	12,990
BLOCK D; LOT 3X	N/A	368
BLOCK E; LOT 1	TYPE 1	11,647
BLOCK E; LOT 2	TYPE 1	10,400
BLOCK E; LOT 3	TYPE 1	10,400
BLOCK E; LOT 4	TYPE 1	12,892
BLOCK E; LOT 4X	N/A	2,085

LOT TABLE		
LOT #	LOT TYPE	LOT AREA
BLOCK E; LOT 5	TYPE 1	10,477
BLOCK E; LOT 5X	N/A	595
BLOCK E; LOT 6	TYPE 1	10,400
BLOCK E; LOT 6X	N/A	6,648
BLOCK E; LOT 7	TYPE 1	10,400
BLOCK E; LOT 8	TYPE 1	13,643
BLOCK E; LOT 9	TYPE 3	50,824
BLOCK E; LOT 9X	N/A	413,473
BLOCK E; LOT 10	TYPE 3	36,634
BLOCK E; LOT 11	TYPE 3	33,302
BLOCK E; LOT 12	TYPE 3	28,806
BLOCK E; LOT 13	TYPE 3	28,277
BLOCK E; LOT 14	TYPE 3	30,053
BLOCK E; LOT 15	TYPE 3	32,206
BLOCK E; LOT 15X	N/A	8,624
BLOCK E; LOT 16	TYPE 3	36,409
BLOCK E; LOT 17	TYPE 3	22,015

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

PRELIMINARY
-FOR REVIEW ONLY-

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

RYAN C. SEXTRO 134341 08/04/2025
TYPE OR PRINT NAME PE# DATE

A PRELIMINARY PLAT FOR BARRINGTON LAKE

44.45 ACRES CONTAINING BLOCK A; LOTS 1-18, 1X, 3X, BLOCK B; LOTS 1-22, BLOCK C; LOTS 1-16, BLOCK D; LOTS 1-3, 2X, 3X, BLOCK E; LOTS 1-17, 4X, 5X, 6X, 9X, 15X FOR A TOTAL OF 76 RESIDENTIAL LOTS (64 TYPE 1 LOTS AND 12 TYPE 3 LOTS), AND 9 OPEN SPACE LOTS.

FOUND IN THE WILLIAM H. THOMASON SURVEY, ABSTRACT NUMBER 845
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

<u>OWNER / DEVELOPER</u>		<u>PLANNER / ENGINEER / SURVEYOR</u>	
NAME: HAYDEN MOSES DEVELOPER NAME: LIBERTY BANKERS LIFE INSURANCE COMPANY ADDRESS: 1605 LBJ FREEWAY DALLAS, TEXAS 75234 CONTACT: HAYDEN MOSES (817)-734-5360		Westwood Phone (469) 213-1800 11000 Frisco Street, Suite 400 TollFree (888) 937-5150 Frisco, TX 75033 westwood.com Westwood Professional Services, Inc. TYPE FIRM REGISTRATION NO. F-17178 SINCE FIRM REGISTRATION NO. 10074501	
DATE:	AUGUST 2026	DESIGNED: CL	SHEET
WESTWOOD PROJECT #: 0071900.00		DRAWN: CL	2 OF 2
TOWN CASE #:		REVIEWER: RCS	

LEGEND

NON-OPEN SPACE =

1,451,554 SF 33.32 AC

OPEN SPACE (USABLE) =

484,636 SF 11.13 AC

TOTAL AREA =

1,936,190 SF 44.45 AC

TOTAL % OF USABLE =

25.03%

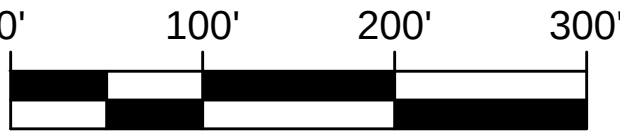
OPEN SPACE

BARRINGTON LAKE

OPEN SPACE EXHIBIT

TOWN OF PROSPER, TEXAS

AUGUST 2026



N. COIT ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)

THE ESTATES
AT GREENSPPOINT
VOL. 2007, PG. 151

ESTATES AT GREENSPPOINT
PHASE 2A
VOL. 2008, PG. 168

ESTATES AT GREENSPPOINT
PHASE 2B
VOL. 2015, PG. 514

ESTATES AT GREENSPPOINT
PHASE 2B
VOL. 2015, PG. 514
P.R.C.C.T.

EXISTING FEMA
100-YR FLOODPLAIN

WHISPERING
FARMS - PHASE 1
CAB. P. PG. 638

AMENITY AREA

AMENITY AREA

PROPOSED 100 YEAR FLOOD
TO BE RECLAIMED

FINAL TRAIL LAYOUT TO
BE DETERMINED BY TOWN
PARKS DEPARTMENT

15' PROPOSED
DRAINAGE EASEMENT

15' PROPOSED
DRAINAGE EASEMENT

GREENSPPOINT - PHASE 1
VOL. 2006, PG. 345
P.R.C.C.T.

LOT 1A, BLOCK A
ACCESS, DRAINAGE,
DETENTION & FLOODWAY
EASEMENT

APPROXIMATE LOCATION OF FLOOD
EASEMENT TO COLLIN COUNTY
SOIL CONSERVATION DISTRICT
VOL. 611, PG.90
EASEMENT TO BE AMENDED UPON
DEVELOPMENT OF EACH LOT

169.263 ACRES
170 FIRST STREET
PROSPER, LLC
INST. NO. 2022000098876

RAYMOND
COMMUNITY PARK
VOL. 2026, PG. 198

Westwood



PLANNING

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

From: Jerron Hicks, Planner

Through: David Hoover, AICP, Director of Development Services

Cc: Suzanne Porter, AICP, Planning Manager

Re: Planned Development for 490 Business Park

Meeting: September 15, 2026

Agenda Item:

Conduct a Public Hearing and consider and act upon a request for a rezoning from Agriculture to Planned Development for Light Industrial Buildings on Collin County School Land Survey 12, Abstract 147, Tract 179, on 2.0± acres, located on the west side of Business Park Drive and 1,095± feet south of First Street. (ZONE-26-0004)

Description of Agenda Item:

The applicant is requesting to rezone the subject property from Agriculture to a Planned Development to allow the two existing vacant buildings to accommodate commercial and light industrial uses. The property contains approximately 2.0 acres and includes two existing buildings totaling approximately 18,537 square feet. Building A contains 11,297 square feet, and Building B contains 7,240 square feet.

The proposed development includes the dedication of approximately 30 feet of right-of-way along Business Park Drive for the future expansion of the roadway.

Future Land Use Plan:

The Future Land Use Plan recommends the Dallas North Tollway District.



Zoning:

The property is zoned Agriculture.

Compatibility:

The subject property contains two existing vacant buildings. Surrounding properties consist of existing light industrial development and vacant property. The submitted exhibits identify surrounding zoning classifications including Planned Development-54 Commercial, Commercial Corridor, and Planned Development-42 Commercial. The surrounding properties shown on the applicant's exhibit are within the Tollway District on the Future Land Use Plan. The zoning and land use of the surrounding properties are shown below.

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Agriculture (A)	Two vacant buildings	Dallas North Tollway District
North	Planned Development-54 (Commercial)	Light Industrial	Dallas North Tollway District
East	Planned Development-42 (Commercial)	Vacant	Dallas North Tollway District
South	Commercial Corridor (CC)	Vacant	Dallas North Tollway District
West	Commercial Corridor (CC)	Vacant	Dallas North Tollway District

District Regulations:

The proposed Planned Development will conform to the development standards of the Commercial District within the Unified Development Code, except as specifically modified by the proposed Development Standards.

The Development Standards specify that the existing buildings may remain as currently constructed provided that no expansions or additions are made; maintenance and repairs will be permitted.

	Commercial District (Unified Development Code)
Size of Yards	Front: 30' Side: 15' (Adj. to Commercial) 30' (Adj. to Thoroughfare) 40' (1-Story Adj. to Residential) 60' (2-Story Adj. to Residential) Rear: 15' (Adj. to Commercial) 40' (1-Story Adj. to Residential) 60' (2-Story Adj. to Residential)
Size of Lots	Area: 10,000 SF Width: 100' Depth: 100'
Maximum Height	Height: 40'
Lot Coverage	Maximum: 50%
Floor Area Ratio	Maximum: 0.5:1

Uses:

The Planned Development proposes a range of commercial and light industrial uses. The list of permitted uses within this Planned Development is shown below. Uses followed by an **S** are permitted by Specific Use Permit (SUP) and uses followed by a **C** are permitted subject to conditional development standards.

- Administrative, Medical, or Professional Office
- Antique Shop and Used Furniture
- Artisan's Workshop
- Auto Parts Sale, Inside
- Automobile Repair, Major, **C & S**
- Automobile Repair, Minor, **C** (use allowed by right without an SUP)
- Building Material and Hardware Sales, Minor
- Business Service
- Cabinet/Upholstery Shop
- Contractor's Shop (No Outdoor Storage), **S**
- Equipment and Machinery Sales and Rental, Minor
- Furniture, Home Furnishings and Appliance Store
- Furniture Restoration
- Health/Fitness Center
- Indoor Gun Range, **S**
- Limited Assembly and Manufacturing Use Complying with Performance Standards
- Locksmith/Security System Company
- Office/Showroom
- Office/Warehouse
- Print Shop, Minor
- Repair Service, Indoor
- Research and Development Center, **C**
- Retail/Service Incidental Use
- Veterinarian Clinic and/or Kennel, Indoor, **C**

Building Materials:

Buildings will be allowed to remain as is, as long as no expansions or additions are made. Only maintenance and repairs will be allowed.

Business Park Drive:

The proposed development includes approximately 30 feet of right-of-way dedication along Business Park Drive. The Conceptual Plan indicates that Business Park Drive will be resurfaced with temporary asphalt until the full right-of-way and roadway expansion occurs. The Development Standards further provide that Business Park Drive will be brought to current width standards and may initially be improved with asphalt. If the roadway has not been brought to all current standards within ten years, it will be required to be reconstructed to current standards at the owner's expense.

Landscaping:

The landscaping regulations within this Planned Development compared to the regulations in the Unified Development Code are shown below.

Perimeter Landscaping

The Conceptual Landscape Plan provides the required perimeter landscape buffers along Business Park Road and the north, west, and south property lines. A minimum 15-foot landscape buffer is required along Business Park Road; however, the Planned Development requires a 20-foot buffer to offset easements between the building and street. Additionally, the 5-foot landscape buffers are provided along the remaining property lines.

Along the south property line, the required number of trees cannot be accommodated entirely within the landscape buffer due to existing utilities. The plan provides 17 trees within this area, with the remaining required trees provided elsewhere on the property. The plan provides 25 five-gallon shrubs along the south property line, exceeding the 22 shrubs required. The landscape plan will be finalized with the review of construction plans.

Perimeter Landscaping	Proposed Regulations (Development Standards)	Town Regulations (Unified Development Code)
Business Park Road	20' buffer 9 (3" cal.) trees 131 (5 gal.) shrubs	15' buffer 9 (3" cal.) trees 131 (5 gal.) shrubs
North Property Line	5' buffer 22 small trees 22 (5 gal.) shrubs	5' buffer 22 small trees 22 (5 gal.) shrubs
West Property Line	5' buffer 17 (3" cal.) trees 17 (5 gal.) shrubs	5' buffer 17 small trees 17 (5 gal.) shrubs
South Property Line	5' buffer 17 trees, remainder added elsewhere on property to avoid utilities 25 (5 gal.) shrubs	5' buffer 22 small trees 22 (5 gal.) shrubs

Interior Parking Lot Landscaping

The project includes 51 parking spaces. The Unified Development Code requires 780 square feet of interior parking-lot landscaping and five (5) 3-inch caliper trees. The Conceptual Landscape Plan provides 2,609 square feet of landscaping and eight (8) 3-inch caliper trees, exceeding the requirement.

Interior Parking Lot Landscaping	Proposed	Required (UDC)
Parking Spaces	51	51
Landscape Area	2609 sq ft	780 sq ft
Trees (3" cal.)	8	5

Open Space:

The Planned Development requires 8 percent open space based on the net lot area for the existing development. Vehicular paving, required parking lot landscape islands, building footprints, utility yards, required landscape setbacks, sidewalks, and the detention pond are excluded from the open-space calculation. If the property is redeveloped in the future, open space will be required to comply with the Unified Development Code standards in effect at that time.

The Conceptual Landscape Plan reflects the 8 percent open-space requirement as 6,341 square feet based on a net lot area of 79,264 square feet. The area of open space provided (7,670 square feet) slightly exceeds this amount.

Open Space	Proposed (8%)	Provided
Area	6341 sq ft	7670 sq ft

Detention:

A dry detention pond is proposed on the eastern portion of the property, adjacent to Building B. The detention pond will be amenitized with 24-inch shrubs planted a maximum of 36 inches on center, solid Bermuda sod, and permanent irrigation.

The detention pond will be maintained by the property owner. If the property is redeveloped in the future, the detention facility will be required to comply with the Town's detention requirements in effect at the time of redevelopment.

Screening:

Screening for the proposed development will comply with the requirements of the Unified Development Code. No deviations from the Town's screening requirements are proposed with this Planned Development. The proposed development does not abut property zoned or designated for residential uses; therefore, a masonry screening wall along the perimeter of the property is not required.

Parks Master Plan:

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

Legal Obligations and Review:

Notification was provided as required by the Unified Development Code and state law. Staff has not received any response to the proposed zoning request to date.

Attached Documents:

1. Aerial Map
2. Zoning Map
3. Future Land Use Exhibit
4. Exhibit A-1 – Written Metes and Bounds
5. Exhibit A-2 – Boundary Exhibit
6. Exhibit B – Letter of Intent
7. Exhibit C – Development Standards
8. Exhibit D – Conceptual Plan
9. Exhibit E – Development Schedule
10. Exhibit F – Elevations
11. Exhibit G – Landscape Plan
12. Exhibit H – Open Space Plan
13. Draft Development Agreement

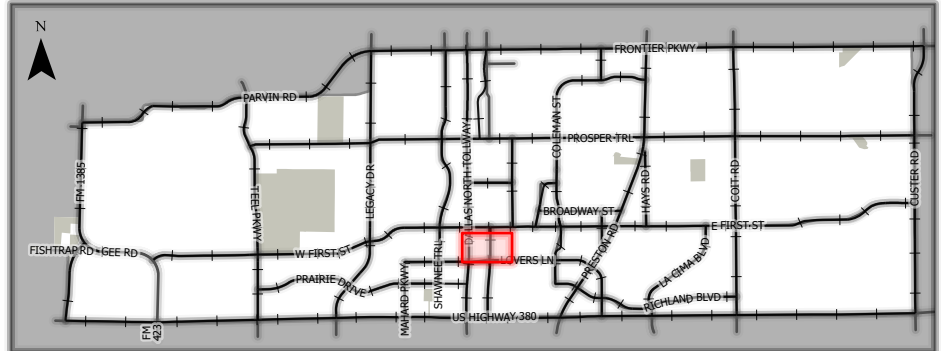
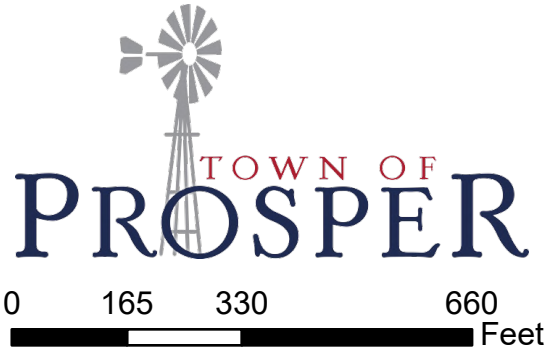
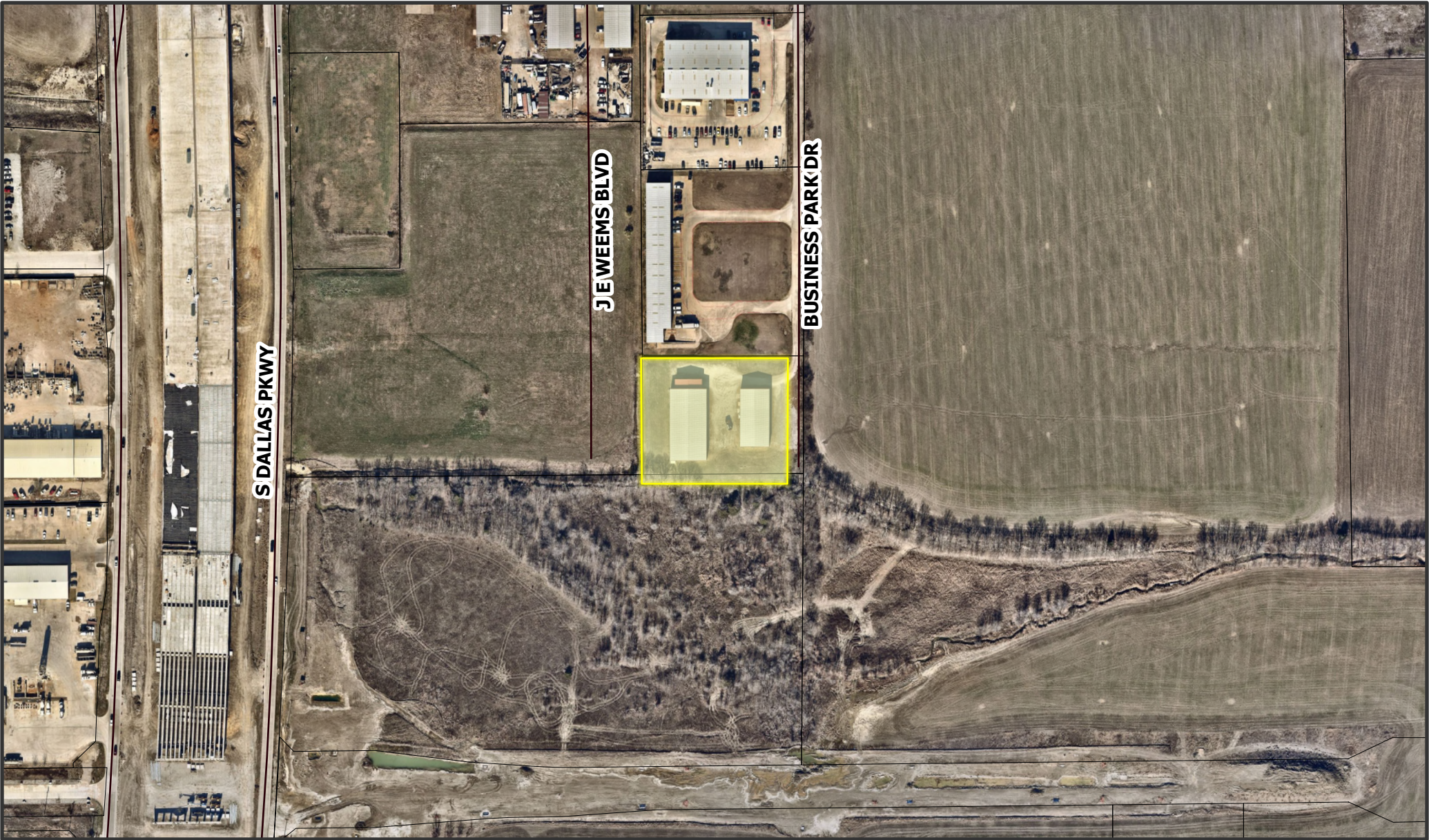
Town Staff Recommendation:

The rezoning request provides for upgrades to the site while allowing the use of the existing structures. The proposed Planned Development also addresses the future expansion of Business Park Drive through right-of-way dedication and establishes development standards specific to the existing conditions of the property. Stipulations have been made to ensure that future development is compliant with standards in effect at that time.

For these reasons, Town Staff recommends the Planning and Zoning Commission approve a request for a rezoning from Agriculture to Planned Development for Light Industrial Buildings on Collin County School Land Survey 12, Abstract 147, Tract 179, on 2.0± acres, located on the west side of Business Park Drive and 1,095± feet south of First Street.

Town Council Public Hearing:

Upon a recommendation by the Planning and Zoning Commission, a Public Hearing for this item will be scheduled for the Town Council at their regular meeting on October 13, 2026.

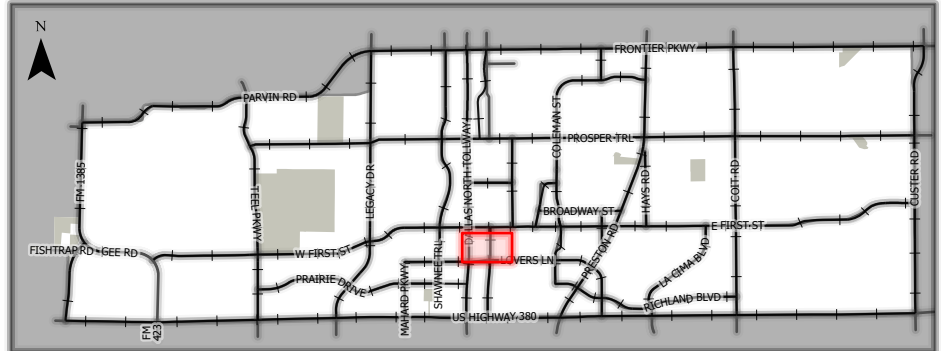
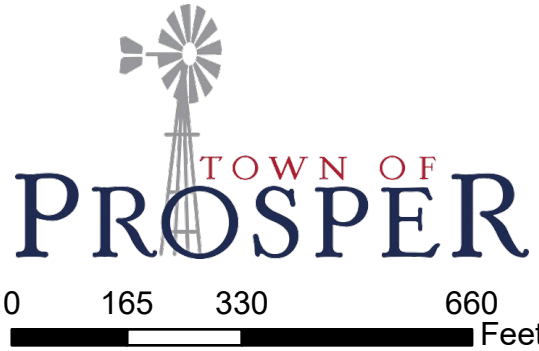
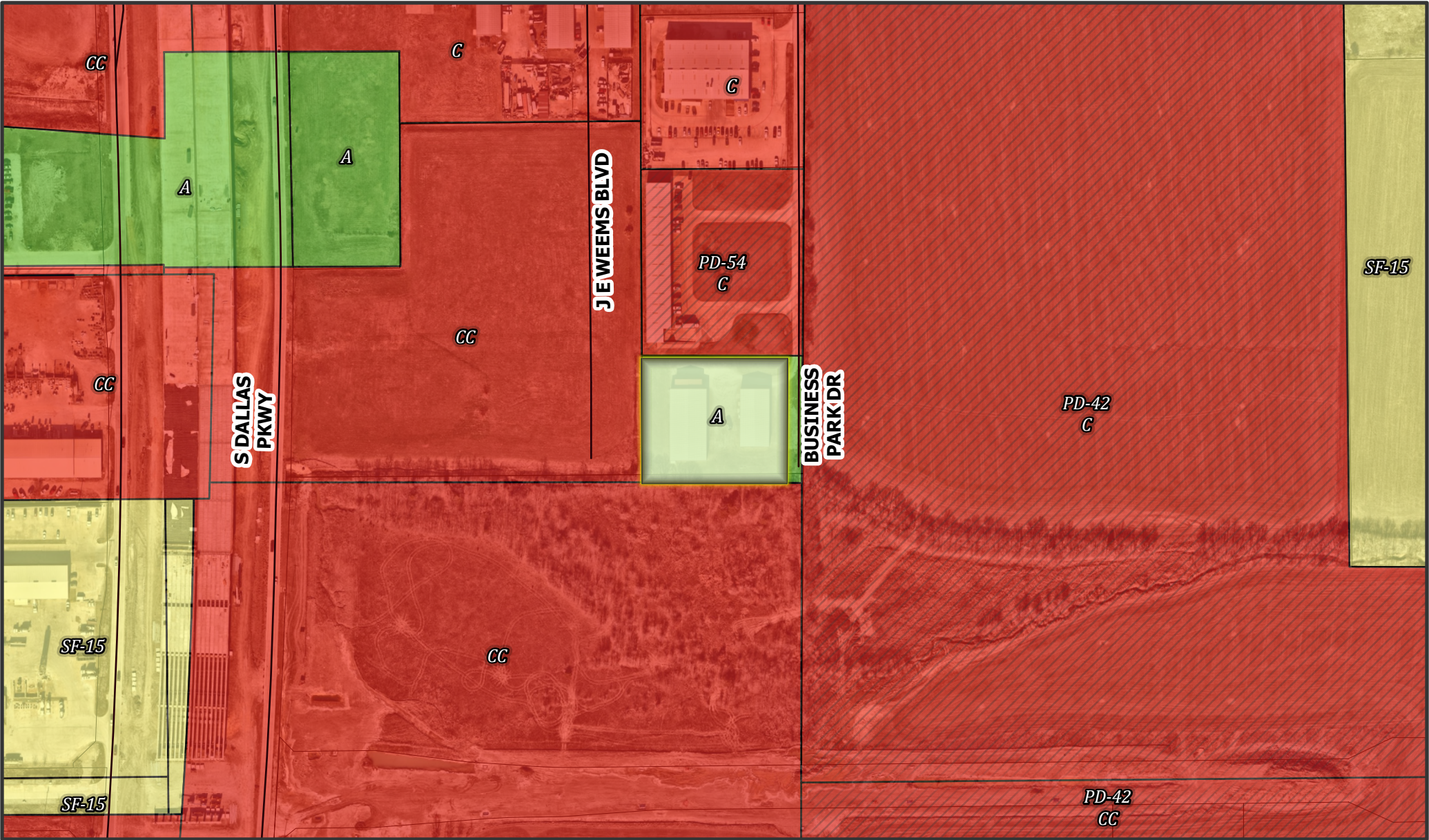


ZONE-26-0004

490 Business Park

Planned Development

This map for illustration purposes only



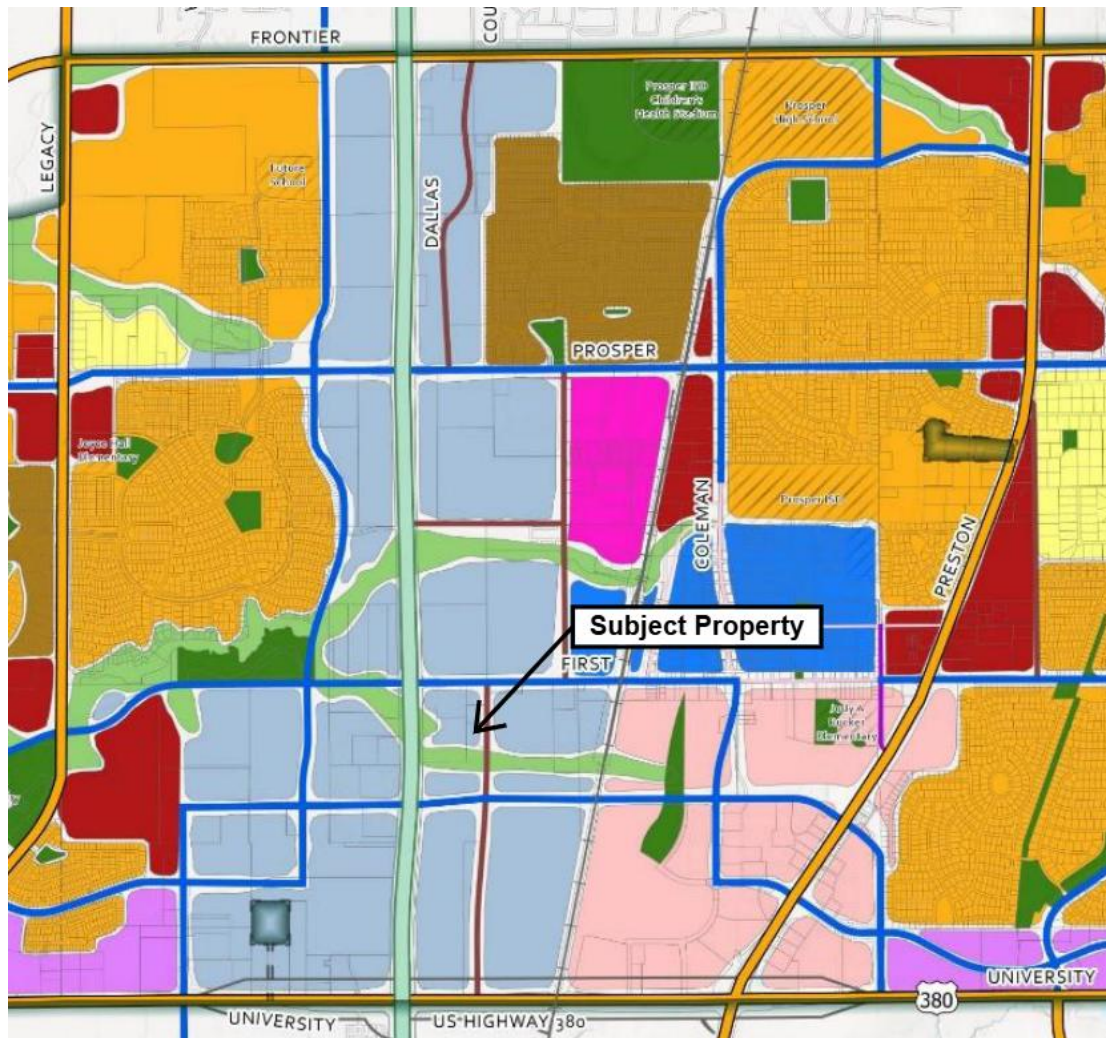
ZONE-26-0004

490 Business Park

Planned Development

This map for illustration purposes only

Future Land Use Exhibit



Land Description

Being a 1.999-acre tract of land situated in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas, being all of that same tract of land conveyed to Crossland Texas Industrial, LLC by deed recorded in Instrument No. 2024000086619, of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found with a cap stamped "Votex RPLS 4818" for corner, said point being the Southwest corner of Lot 2, Block A of Warren / Avant-Garde Addition, an addition to Collin County, Texas, according to the plat thereof recorded in Instrument No. 2006--615 of the Plat Records of Collin County, Texas, same being the Northwest corner of said Crossland Texas Industrial, LLC tract and lying on the East line of a tract of land conveyed to Tollway First Partners, LP by deed recorded in Instrument No. 20140220000159450 of the Official Public Records of Collin County, Texas;

THENCE North 89 Degrees 57 Minutes 11 Seconds East, departing the East line of said Tollway First Partners, LP tract, with the South line of said Lot 2, a distance of 335.18 feet to a point for corner, said point being the Southeast corner of said Lot 2, same being the Northeast corner of said Crossland Texas Industrial, LLC tract, and lying on the West line of a tract of land conveyed to Godwin Investments, Ltd. by deed recorded in Volume 5951, Page 1651 of the Deed Records of Collin County, Texas, from which a 1/2 inch iron rod found for reference bears North 85 Degrees 57 Minutes 30 Seconds West, a distance of 0.22 feet;

THENCE South 00 Degrees 16 Minutes 37 Seconds West, with the West line of said Godwin Investments, Ltd. tract, a distance of 260.93 feet to a 5/8 inch iron rod found for corner, said point being the Southeast corner of said Crossland Texas Industrial, LLC tract, same being the Northeast corner of a tract of land conveyed to Godwin Investments, Ltd. by deed recorded in Instrument No. 20190829001064690, of the Official Public Records of Collin County, Texas;

THENCE South 89 Degrees 57 Minutes 11 Seconds West, departing the West line of said first-referenced Godwin tract, and with the North line of said second-referenced Godwin tract, a distance of 332.38 feet to a 1/2 inch iron pipe found for corner, said point being the Southeast corner of said Tollway First Partners, LP tract, same being the Southwest corner of said Crossland Texas Industrial, LLC tract;

THENCE North 00 Degrees 20 Minutes 15 Seconds West, departing the North line of said second-referenced Godwin tract, and with the East line of said Tollway First Partners, LP tract, a distance of 260.93 feet to the POINT OF BEGINNING and containing 87,092 square feet or 1.999 acres of land, more or less.

EXHIBIT A-1

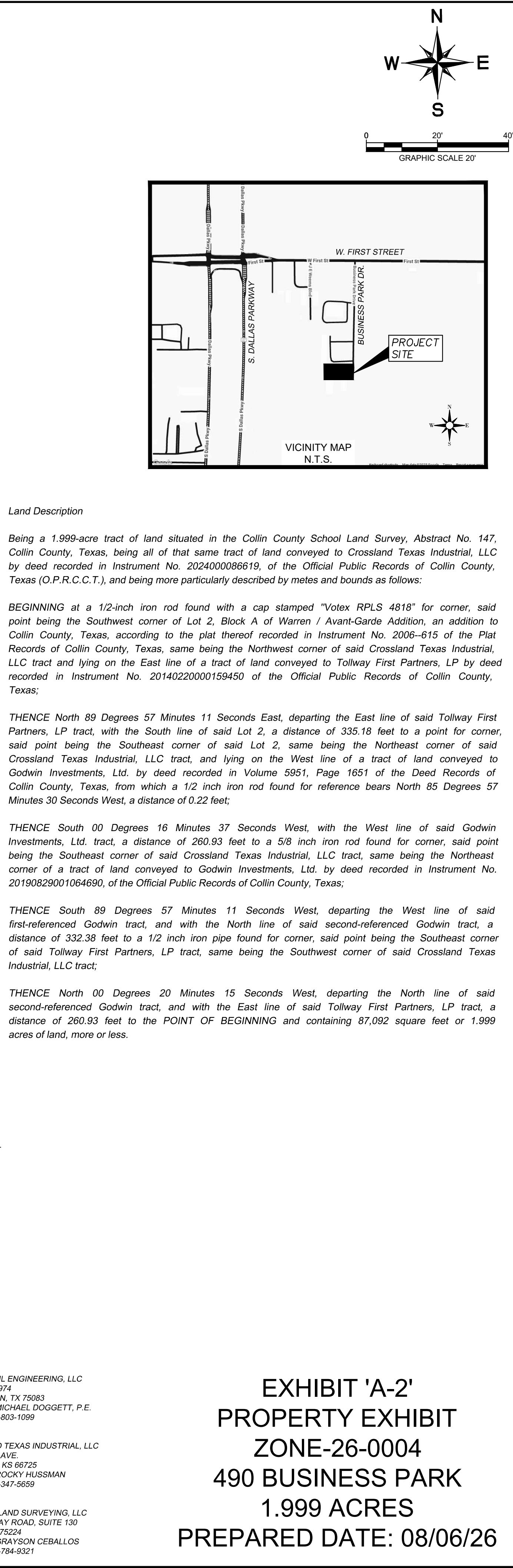
METES AND BOUNDS EXHIBIT

1.999 ACRES OUT OF THE
COLLIN COUNTY SCHOOL LAND
SURVEY, ABSTRACT NO. 147
COLLIN COUNTY, TEXAS



COLE CARPENTER
TEXAS RPLS NO. 6892

TRAVERSE
LAND SURVEYING LLC
Surveying | Construction Staking | Platting
14200 Midway Road, Suite 130
Dallas, TX 75224 T: 469.784.9321
W: TraverseLandSurveying.com
Texas Firm No. 10194631



SHEET TITLE:		PROPERTY EXHIBIT		CROSSLAND BLUE STAR PROSPER				© 2026 ANIMAS CIVIL ENGINEERING, LLC PHONE: 214-803-1099 TX F-26500		NO.		DATE		BY	
										REVISIONS					
ACE PROJECT: 01103		DATE JULY 2026		SCALE AS SHOWN		DRAWN BY: MD		SHEET NUMBER							
490 BUSINESS PARK DRIVE PROSPER, TEXAS															

ZONE-26-0004

EXHIBIT B

STATEMENT OF INTENT AND PURPOSE

The intent and purpose of this Zoning change request from Agriculture (A) to Planned Development Commercial (PD-C) is to allow the existing vacant buildings constructed in 2009 to operate with commercial uses on the approximate 1.999-acre lot.

ZONE-26-0004

EXHIBIT C

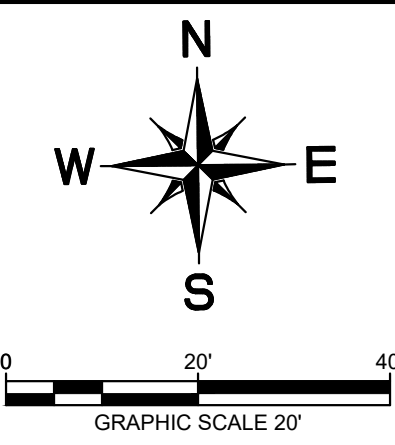
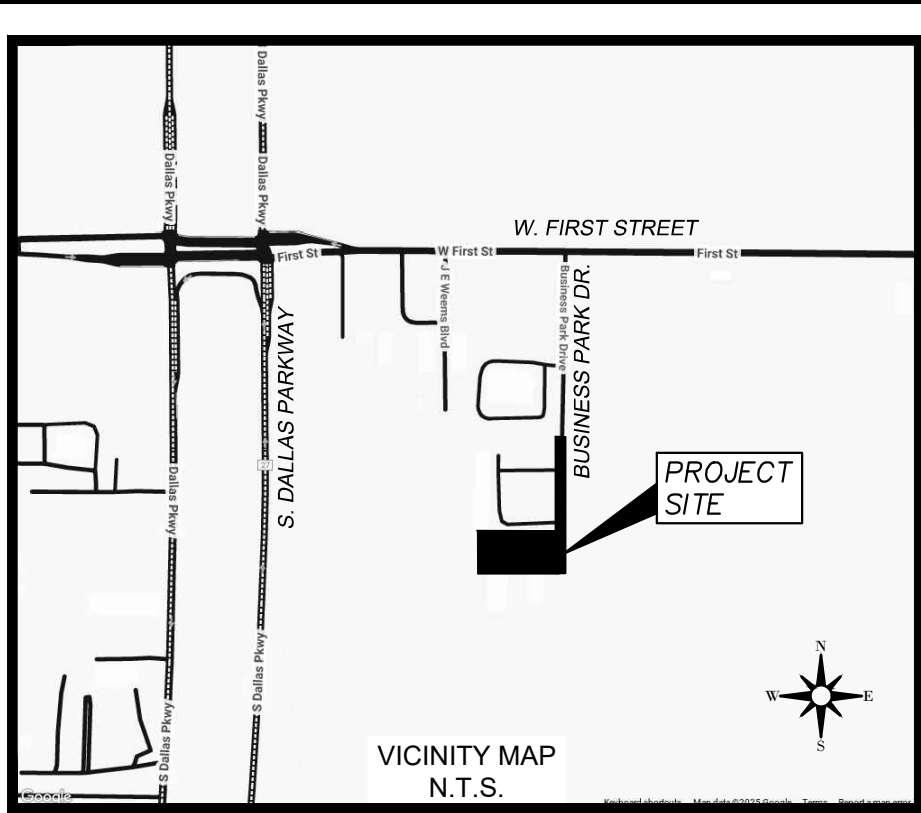
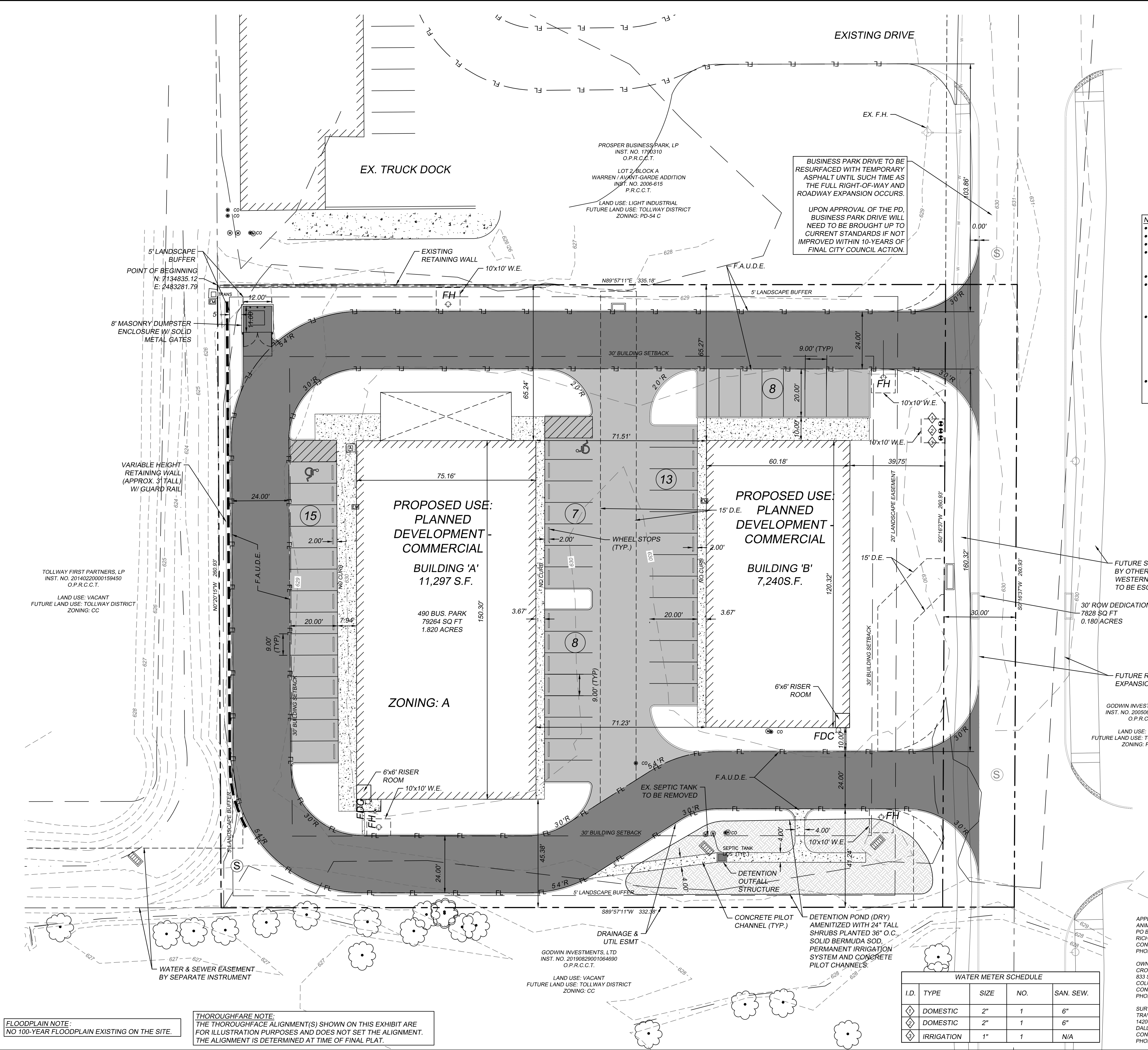
PLANNED DEVELOPMENT STANDARDS

The proposed development will conform to the development standards of the Commercial District of the Town of Prosper's Unified Development Code, as it exists or may be amended, except as otherwise set forth in these Development Standards.

1. Development Plans
 - a. Concept Plan: The tract shall be developed in general accordance with the attached concept plan, set forth in Exhibits D.
 - b. Elevations: The tract shall be developed in general accordance with the attached elevations, set forth in Exhibits F.
2. Uses. The list of permitted uses within this Planned Development is shown below. Uses followed by an **S** are permitted by Specific Use Permit (SUP) and uses followed by a **C** are permitted subject to conditional development standards.
 - Administrative, Medical or Professional Office
 - Antique Shop and Used Furniture
 - Artisan's Workshop
 - Auto Parts Sale, Inside
 - Automobile Repair, Major, **C & S**
 - Automobile Repair, Minor, **C** (*use allowed by right without an SUP*)
 - Building Material and Hardware Sales, Minor
 - Business Service
 - Cabinet/Upholstery Shop
 - Contractor's Shop (No Outdoor Storage), **S**
 - Equipment and Machinery Sales and Rental, Minor
 - Furniture, Home Furnishings and Appliance Store
 - Furniture Restoration
 - Health/Fitness Center
 - Indoor Gun Range, **S**
 - Limited Assembly and Manufacturing Use Complying with Performance Standards
 - Locksmith/Security System Company
 - Office/Showroom
 - Office/Warehouse
 - Print Shop, Minor
 - Repair Service, Indoor
 - Research and Development Center, **C**
 - Retail/Service Incidental Use
 - Veterinarian Clinic and/or Kennel, Indoor, **C**

3. Regulations:

- a. Buildings will be allowed to remain as is, as long as no expansions or additions are made. Only maintenance and repairs will be allowed.
- b. A twenty (20) foot landscape easement along Business Park Drive is provided as shown on Exhibit D.
- c. A detention pond for the existing development will be an above-ground dry pond and amenitized with 24" tall shrubs planted a minimum 36" on center, solid Bermuda sod and a permanent irrigation system. The detention pond will be maintained to keep landscape well-manicured, free from trash and/or debris, and prevent the intrusion of unwanted vegetation and sediment build-up. If the property is redeveloped, the detention pond requirements applicable at that time shall be met.
- d. Business Park Drive will need to be brought to current width standards and may be done so with asphalt. However, if within ten (10) years Business Park Drive has not been brought up to all current standards, it will have to be reconstructed to current standards at owner's expense. Additionally, if during the interim time period an occasion arises that emergency or maintenance equipment is required to traverse the existing roadway, any damage done will be required to be repaired at the owner's expense.
- e. Open space for the existing development shall be 8% of the net lot area. Open space cannot include vehicular paving, required parking lot landscape islands, building footprints, utility yards, required landscape setbacks, sidewalk and detention ponds. If the property is redeveloped, open space shall be provided in compliance with the Unified Development Code standards applicable at that time.



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

SITE DATA TABLE	
EXISTING ZONING	AG
PROPOSED ZONING	PD
EXISTING LAND USE	VACANT
	PLANNED
	DEVELOPMENT - COMMERCIAL
PROPOSED LAND USE	
LOT AREA (SQ. FT.) - GROSS	87,092
LOT AREA (SQ. FT.) - NET	79,264
LOT AREA (ACRES) - GROSS	1.999
LOT AREA (ACRES) - NET	1.820
BUILDING A SIZE	11,297
BUILDING B SIZE	7,240
BUILDING HEIGHT (FT.)	21
LOT COVERAGE	23.4%
FLOOR AREA RATIO	0.234
REQUIRED PARKING RATIO	* TBD
TOTAL PARKING REQUIRED	* TBD
NON ADA PARKING PROVIDED	49
ADA PARKING REQUIRED	2
ADA PARKING PROVIDED	2
TOTAL PARKING PROVIDED	51
OPEN SPACE REQUIRED	8% (6,341 SF)
OPEN SPACE PROVIDED	9.7% (7,670 SF)
IMPERVIOUS SURFACE	63,520

* REQUIRED PARKING SHALL BE DETERMINED ONCE PROPOSED TENANT HAS BEEN IDENTIFIED. A SITE PLAN SHALL BE REQUIRED TO CONFIRM PARKING REQUIREMENTS MEETING THE UNIFIED DEVELOPMENT CODE ARE MET FOR THE PROPOSED USE.

LEGEND	
FL	FIRE LANE PAVEMENT
FL	FIRE LANE PAVEMENT
	LIGHT DUTY PAVEMENT
	HEAVY DUTY PAVEMENT
	ASPHALT PAVEMENT
	DRY DETENTION POND AREA
	ACCESSIBLE PARKING SYMBOL
	ACCESSIBLE ROUTE
	NUMBER OF PARKING SPACES
	WATER METER
	FH FIRE HYDRANT
	SANITARY SEWER MANHOLE
	CLEANOUT
TYP.	TYPICAL
W.E.	WATER EASEMENT
BFR	BARRIER FREE RAMP
BM	BENCH MARK
	GAS LINE MARKER
	WATER VALVE
	EX. TREE
F.A.U.D.E.	FIRE LANE, ACCESS, UTILITY & DRAINAGE EASEMENT
D.E.	DRAINAGE EASEMENT

WATER METER SCHEDULE				
I.D.	TYPE	SIZE	NO.	SAN. SEW.
	DOMESTIC	2"	1	6"
	DOMESTIC	2"	1	6"
	IRRIGATION	1"	1	N/A

APPLICANT:
ANIMAS CIVIL ENGINEERING, LLC
PO BOX 830974
RICHARDSON, TX 75083
CONTACT: MICHAEL DOGGETT, P.E.
PHONE: 214-803-1099

OWNER:
CROSSLAND TEXAS INDUSTRIAL, LLC
833 S. EAST AVE.
COLUMBUS, KS 66725
CONTACT: ROCKY HUSSMAN
PHONE: 972-347-5659

SURVEYOR:
TRAVERSE LAND SURVEYING, LLC
14200 MIDWAY ROAD, SUITE 130
DALLAS, TX 75224
CONTACT: GRAYSON CEBALLOS
PHONE: 469-784-9321

EXHIBIT 'D'
CONCEPTUAL PLAN
ZONE-26-0004
490 BUSINESS PARK
1.999 ACRES
PREPARED DATE: 09/08/26

FLOODPLAIN NOTE:
NO 100-YEAR FLOODPLAIN EXISTING ON THE SITE.

THOROUGHFARE NOTE:
THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.

BY

DATE

REVISIONS

NO

© 2026 ANIMAS CIVIL ENGINEERING, LLC
PHONE: 214-803-1099
TX F-26500

CROSSLAND BLUE STAR PROSPER

490 BUSINESS PARK DRIVE
PROSPER, TEXAS

SHEET TITLE:
CONCEPTUAL PLAN

ACE PROJECT:
01103

DATE
JULY 2026

SCALE
AS SHOWN

DRAWN BY:
MD

SHEET NUMBER

[illegible]

BUILDING 'A' - SOUTH ELEVATION

NOT TO SCALE



BUILDING 'A' - EAST ELEVATION

NOT TO SCALE



APPLICANT:
ANIMAS CIVIL ENGINEERING, LLC
PO BOX 830974
RICHARDSON, TX 75083
CONTACT: MICHAEL DOGGETT, P.E.
PHONE: 214-803-1099

OWNER:
CROSSLAND TEXAS INDUSTRIAL, LLC
833 S. EAST AVE.
COLUMBUS, KS 66725
CONTACT: ROCKY HUSSMAN
PHONE: 972-347-5659

ZONE-26-0004
490 BUSINESS PARK
PREPARED 05/21/26

EXHIBIT 'F'

BUILDING 'A' - NORTH ELEVATION

NOT TO SCALE



BUILDING 'A' - WEST ELEVATION

NOT TO SCALE



APPLICANT:
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PHONE: 972-347-5659

ZONE-26-0004
490 BUSINESS PARK
PREPARED 05/21/26

EXHIBIT 'F'

BUILDING 'B' - SOUTH ELEVATION

NOT TO SCALE



BUILDING 'B' - EAST ELEVATION

NOT TO SCALE



APPLICANT:
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PO BOX 830974
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CONTACT: ROCKY HUSSMAN
PHONE: 972-347-5659

ZONE-26-0004
490 BUSINESS PARK
PREPARED 05/21/26

EXHIBIT 'F'

BUILDING 'B' - NORTH ELEVATION

NOT TO SCALE



BUILDING 'B' - WEST ELEVATION

NOT TO SCALE

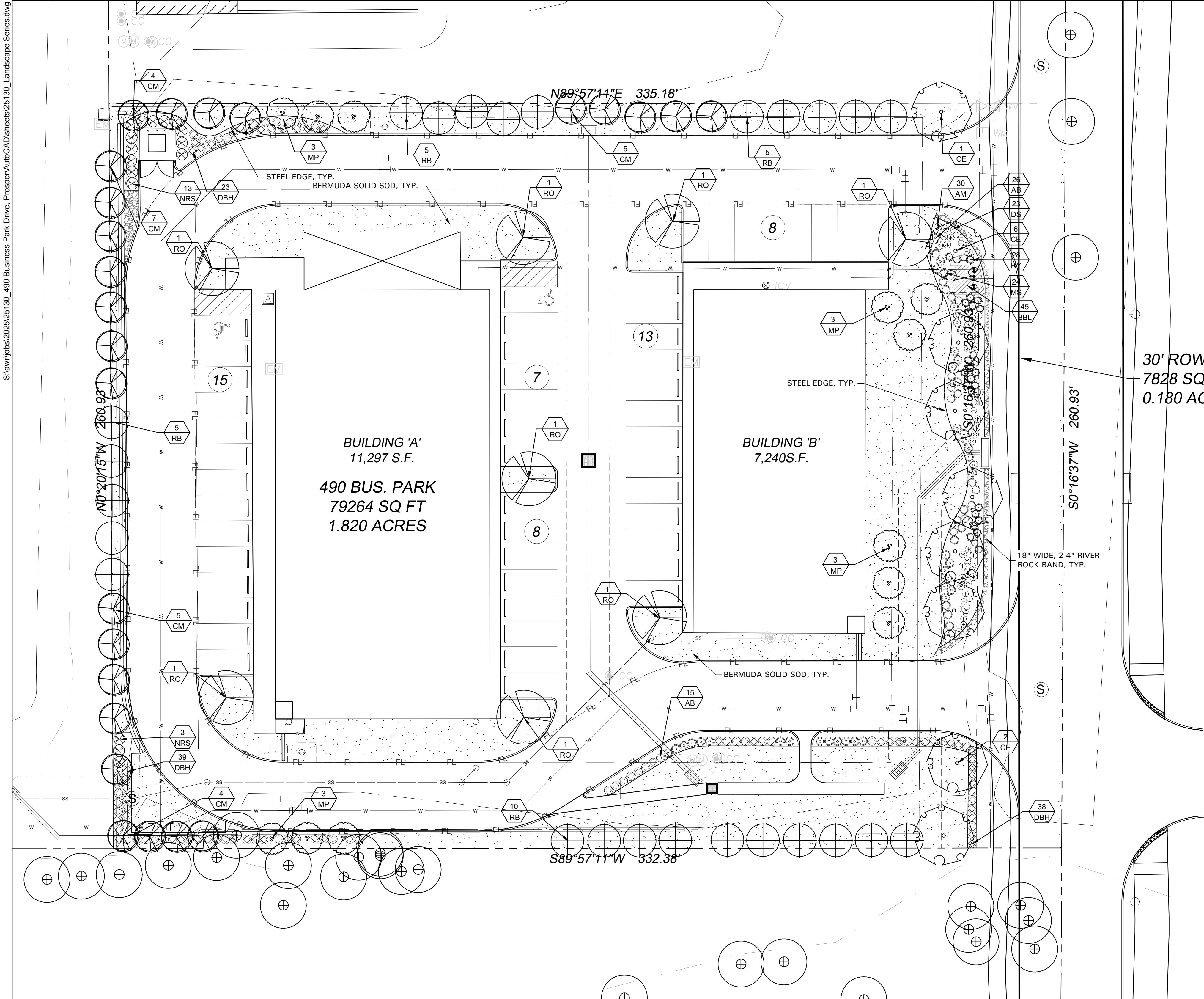


APPLICANT:
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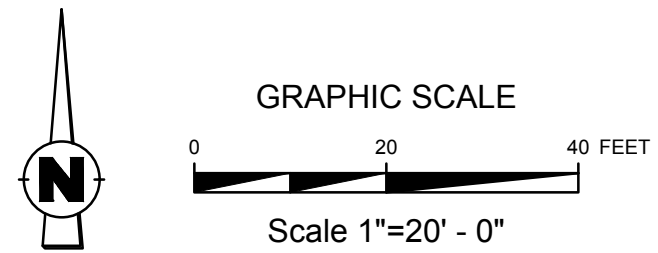
EXHIBIT 'F'



LANDSCAPE TABULATIONS for Prosper, TX	
PERIMETER REQUIREMENTS	
1. A 25' landscape area shall be provided adjacent to and outside of the r.o.w. on all properties.	
2. One large tree, 3" caliper, shall be provided for every 30 l.f. of roadway frontage.	
3. A minimum of 15 shrubs, 5 gal. shall be planted for every 30 l.f. of roadway frontage. Parking abutting the landscape area shall be screened from adjacent roadway.	
4. Where a non-residential development is adjacent to the property line of parcels zoned for other uses than residential, a 5' wide landscape area is required.	
5. One small tree and one, 5 gallon, shrub shall be planted every 15 l.f.	
Business Park Road - 261 l.f.	
REQUIRED	PROVIDED
25' buffer	25' buffer
9 (3" cal.) trees	9 (3" cal.) trees
131 (5 gal.) shrubs	131 (5 gal.) shrubs
North Property Line - 335 l.f.	
REQUIRED	PROVIDED
5' buffer	5' buffer
22 small trees	22 small trees
22 (5 gal.) shrubs	22 (5 gal.) shrubs
West Property Line - 261 l.f.	
REQUIRED	PROVIDED
5' buffer	5' buffer
17 small trees	17 (3" cal.) trees
17 (5 gal.) shrubs	17 (5 gal.) shrubs
South Property Line - 332 l.f.	
REQUIRED	PROVIDED
5' buffer	5' buffer
22 small trees	17 trees, remainder added elsewhere on property to avoid utilities
22 (5 gal.) shrubs	25 (5 gal.) shrubs
INTERIOR PARKING LOT LANDSCAPE	
1. 15 s.f. of landscaping shall be provided for each parking space.	
2. Landscape islands shall contain at least one large tree, 3" cal, with no more than 15 spaces in a continuous row without an island.	
3. One shade tree, 3" cal. shall be provided no farther than 150' from every parking space.	
4. One tree shall be provided for every 10 parking spaces.	
Parking Spaces = 51	
REQUIRED	PROVIDED
780 s.f. landscape	2609 s.f. landscape
5 (3" cal.) trees	8 (3" cal.) trees
OPEN SPACE	
1. 8% of the net lot area shall be open space. Open space cannot include vehicular paving, required parking lot landscape islands, building footprint, utility yards, required landscape setbacks, sidewalks or detention ponds.	
Site Area: 79,264 s.f.	
REQUIRED	PROVIDED
6341 s.f. landscape	7670 s.f. landscape
**detention area not included in open space calculation	

PLANT SCHEDULE				
QTY	LABEL	COMMON NAME	SCIENTIFIC NAME	SIZE NOTES
SHADE TREES				
9	CE	Cedar Elm	<i>Ulmus crassifolia</i>	3" cal. 12' ht., 4' spread, matching
7	RO	Texas Red Oak	<i>Quercus texana</i>	3" cal. 12' ht., 4' spread, matching
ORNAMENTAL TREES				
25	CM	Crepe Myrtle 'Tuscarora'	<i>Lagerstromia indica 'Tuscarora'</i>	30 gal. 8' ht. 3' spread, matching
12	MP	Mexican Plum	<i>Prunus mexicana</i>	30 gal. 8' ht., 4' spread min.
25	RB	Oklahoma Redbud	<i>Cercis reniformis 'Oklahoma'</i>	30 gal. 8' ht., 4' spread, 3 trunk min.
SHRUBS				
41	AB	Glossy Abelia	<i>Abelia grandiflora</i>	5 gal. full, 24" spread, 36" o.c.
30	AM	Autumn Blush Muhly	<i>Muhlenbergia capillaris</i>	5 gal. full, 30" o.c.
100	DBH	Dwarf Burford Holly	<i>Ilex cornuta 'Burford Nana'</i>	5 gal. full, 20" spread, 36" o.c.
23	DS	Dwarf Spirea 'Little Bonnie'	<i>Spiraea bumalda 'Little Bonnie'</i>	5 gal. full, 18" sprd, 24" o.c.
24	MS	Morning Light Miscanthus	<i>Miscanthus sinensis 'Morning Light'</i>	5 gal. full, 20" spread, 36" o.c.
13	NRS	Nellie R Stevens Holly	<i>Ilex x 'Nellie R. Stevens'</i>	7 gal. full, 40" o.c.
28	RY	Red Yucca	<i>Hesperaloe parvifolia</i>	5 gal. full, 24" sprd, 30" o.c.
GROUNDCOVER/VINES/GRASS				
45	BBL	Big Blue Liriope	<i>Liriope muscari 'Big Blue'</i>	1 gal. full, 18" o.c.
		Bermuda Solid Sod	<i>Cynodon dactylon</i>	
		2-4" River Rock		

Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. Trees shall have a strong central leader and be of matching specimens. All plant material shall meet or exceed remarks as indicated.



- TOWN OF PROSPER LANDSCAPE GENERAL NOTES:**
1. PLANT MATERIAL SHALL BE MEASURED AND SIZED ACCORDING TO THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1)
 2. ALL PLANT SUBSTITUTIONS ARE SUBJECT TO TOWN APPROVAL AND MUST BE SPECIFIED ON THE APPROVED LANDSCAPE PLAN
 3. GROUND COVERS USED IN LIEU OF TURF GRASS MUST PROVIDE COMPLETE COVERAGE WITHIN ONE (1) YEAR OF PLANTING AND MAINTAIN ADEQUATE COVERAGE AS APPROVED BY THE TOWN.
 4. TREES MUST BE PLANTED FOUR (4) FEET OR GREATER FROM CURBS, SIDEWALKS, UTILITY LINES, SCREENING WALLS, AND ALL STRUCTURES. SINGLE-TRUNK TREES SHALL HAVE A SINGLE, STRAIGHT LEADER, AND ALL TREES SHALL BE FULL, WITH BALANCED CANOPY. MAJOR DAMAGE TO TRUNK(S), OR BRANCHES, WILL BE CAUSE FOR DENIAL.
 5. ALL ROOT FLARES SHALL BE SET AT THREE (3) TO FOUR (4) INCHES ABOVE SURROUNDING GRADE.
 6. THE TREE PIT SHALL BE BACKFILLED WITH NATIVE TOPSOIL FREE OF ROCK AND OTHER DEBRIS.
 7. BURLAP, TWINE, AND WIRE BASKETS SHALL BE SEVERED AND REMOVED FROM THE TOP OF THE ROOT BALL.
 8. A 3-4" LAYER OF MULCH SHALL BE PROVIDED AROUND THE BASE OF THE PLANTED TREE. THE MULCH SHALL BE PULLED BACK 1-2" FROM THE TRUNK OF THE TREE.
 9. NO PERSON(S) OR ENTITY MAY USE IMPROPER OR MALICIOUS MAINTENANCE OR PRUNING TECHNIQUES INCLUDING, BUT NOT LIMITED TO: TOPPING OR OTHER NON-SYMMETRICAL TRIMMING OF TREES, DAMAGE FROM A BACKHOLE, OR USE OF FIRE OR POISON FOLLOW THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1) GUIDELINES ON PRUNING AND MAINTENANCE.
 10. TOPSOIL SHALL BE A MINIMUM OF EIGHT (8) INCHES IN DEPTH IN PLANTING AREAS. SOIL SHALL BE FREE OF STONES, ROOTS, AND CLODS AND ANY OTHER FOREIGN MATERIAL THAT IS NOT BENEFICIAL FOR PLANT GROWTH.
 11. ALL PLANT BEDS SHALL BE TOP-DRESSED WITH A MINIMUM OF THREE (3) INCHES OF MULCH.
 12. TREES OVERHANGING WALKS AND PARKING SHALL HAVE A MINIMUM CLEAR BRANCH HEIGHT OF SEVEN (7) FEET. TREES OVERHANGING PUBLIC STREET PAVEMENT DRIVE ASLES AND FIRE LANES SHALL HAVE A MINIMUM CLEAR BRANCH HEIGHT OF FOURTEEN (14) FEET.
 13. A VISIBILITY TRIANGLE MUST BE PROVIDED AT ALL INTERSECTIONS, WHERE SHRUBS ARE NOT TO EXCEED THIRTY (30) INCHES IN HEIGHT, AND TREES SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF NINE (9) FEET.
 14. TREES PLANTED ON A SLOPE SHALL HAVE THE TREE WELL AT THE AVERAGE GRADE OF THE UPHILL SLOPE.
 15. ALL AREAS OF LESS THAN THREE (3) FEET IN WIDTH SHALL BE GRASS, GROUNDCOVER, OR SOME TYPE OF DECORATIVE RIVER ROCK, PAVERS, OR CONCRETE.
 16. THE OWNER, TENANT, AND/OR THEIR AGENTS, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERMANENCE OF PLANT MATERIAL. ALL LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY AT ALL TIMES INCLUDING, BUT NOT LIMITED TO, MOWING, EDGING, PRUNING, FERTILIZING, WATERING, DE-WEDDING, AND TRASH REMOVAL.
 17. PLANT MATERIAL THAT IS DAMAGED, DESTROYED, OR REMOVED SHALL BE REPLACED WITH PLANTS MEETING MINIMUM SPECIFICATIONS PER LANDSCAPE PLAN. ALL TURF-GROUND COVER AREAS ARE TO BE ESTABLISHED PRIOR TO RECEIPT OF CERTIFICATE OF OCCUPANCY, UNLESS OTHERWISE APPROVED BY THE TOWN.
 18. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED TO IRRIGATE ALL LANDSCAPE AREAS INTO STREETS, SIDEWALKS, OR ALLEYS.
 19. NO PLANTING AREAS SHALL EXCEED 3:1 SLOPE (3 FT HORIZONTAL TO 1 FT VERTICAL).
 20. EARTHEN BERMS SHALL NOT INCLUDE CONSTRUCTION DEBRIS.
 21. ALL WALKWAYS SHALL MEET ADA AND TAS REQUIREMENTS.
 22. LANDSCAPE INSTALLATION MUST COMPLY WITH APPROVED LANDSCAPE PLANS, AND AS-BUILT PLANS SUBMITTED TO PARKS AND RECREATION, PRIOR TO FINAL ACCEPTANCE BY THE TOWN AND/OR OBTAINING A CERTIFICATE OF OCCUPANCY.
 23. FINAL INSPECTION AND APPROVAL OF SCREENING WALLS, IRRIGATION, AND LANDSCAPE IS SUBJECT TO ALL PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO: MANHOLES, VALVES, WATER METERS, CLEANOUTS, AND OTHER APPURTENANCES BEING ACCESSIBLE, ADJUSTED TO GRADE, AND TO THE TOWN OF PROSPER PUBLIC WORKS DEPARTMENT STANDARDS.
 24. IMPORTANT: MINIMUM STANDARDS FOR PLANTS, AS SET FORTH IN THE ZONING ORDINANCE AND APPROVED LANDSCAPE PLANS ARE TAKEN SERIOUSLY BY THE TOWN AND PARKS AND RECREATION. INSTALLING INTERIOR PLANTS WITHOUT WRITTEN APPROVAL FROM A PARKS REPRESENTATIVE MAY RESULT IN REJECTION OF SOME OR ALL PLANTS, THEREBY DELAYING RECEIPT OF A CERTIFICATE OF OCCUPANCY. ARCHITECTS AND LANDSCAPE CONTRACTORS ARE STRONGLY ENCOURAGED TO NOTIFY THE PARKS DEPARTMENT TO DISCUSS POSSIBLE DEFICIENCIES PRIOR TO INSTALLATION.
 25. CALL PARKS AND RECREATION AT (972) 569-1160 AT LEAST FORTY-ONE (41) HOURS PRIOR TO THE FOLLOWING INSPECTIONS:
 - PROPOSED TRAIL ALIGNMENT
 - BERM CONSTRUCTION & GRADING
 - ESCROW RELEASE
 - FINAL INSPECTION

EXHIBIT 'G'
CONCEPTUAL LANDSCAPE PLAN
ZONE-26-0004
490 BUSINESS PARK
1.999 ACRES
PREPARED DATE: 06/2/26



AWR Designs, LLC
P.O. Box 1746
Aledo, Texas 76008
amanda@awr-designs.com
c. 512.517.5589

REGISTERED LANDSCAPE ARCHITECT
AMANDA W. RICHMOND
STATE OF TEXAS
2754

CIVIL ENGINEERING
© 2025 ANIMAS CIVIL
ENGINEERING, LLC
PHONE: 214-803-1099
TX F-26500

CROSSLAND BLUE STAR PROSPER
490 BUSINESS PARK
DRIVE
PROSPER, TEXAS

SHEET TITLE:
CONCEPTUAL
LANDSCAPE PLAN

ACE PROJECT: 01103
DATE AUGUST 2025
SCALE AS SHOWN
DRAWN BY: MD
SHEET NUMBER

DATE
BY

490 BUSINESS PARK DEVELOPMENT AGREEMENT

THIS 490 BUSINESS PARK DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and Crossland Texas Industrial, LLC ("Developer"), individually, a "Party" and collectively, the "Parties," to be effective (the "Effective Date") on the latest date executed by a Party.

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

WHEREAS, Developer is developing a project in the Town known as 490 Business Park ("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 _____, 2026, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Developer's reasonable investment-backed expectations in said development, as may be amended, and as more fully described herein.

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

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

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

3. 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.

4. Periodic Review of the Property's Zoning by the Town Council. The Town Council reserves the right to periodically review the progress and/or scope of development of the Property pursuant to the terms of any zoning regulations applicable to the Property, and in the event any amendment(s) or revision(s) to said zoning regulations are deemed reasonably appropriate and have the written approval of the Developer, the Town may provide appropriate notices for Town consideration of same, pursuant to the provisions of Chapter 211 of the Texas Local Government Code, as amended, and the Town's Zoning Ordinance, as amended.

5. 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.

6. 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.

7. 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

8. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Collin County, Texas.

9. 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: Crossland Texas Industrial, LLC
 c/o Ivan Crossland
 833 S. East Avenue
 Columbus, KS 66725

10. 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).

11. 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.

12. 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.

13. 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.

14. 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.

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

16. 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.

17. 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.

18. 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.

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

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

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

22. 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.

23. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

24. 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.

25. 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.

26. 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.

27. 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.

(REMINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

TOWN:

THE TOWN OF PROSPER, TEXAS

By: _____
Name: Mario Canizares
Title: Town Manager, Town of Prosper

STATE OF TEXAS)

COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____, 2026, 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:

Crossland Texas Industrial, LLC

By: _____
Name: Ivan Crossland

Title: _____

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2026, by Ivan Crossland on behalf of Crossland Texas Industrial, LLC, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Developer.

Notary Public, State of Texas
My Commission Expires:

EXHIBIT A
(Property Description & Depiction)

Land Description

Being a 1.999-acre tract of land situated in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas, being all of that same tract of land conveyed to Crossland Texas Industrial, LLC by deed recorded in Instrument No. 2024000086619, of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found with a cap stamped "Votex RPLS 4818" for corner, said point being the Southwest corner of Lot 2, Block A of Warren / Avant-Garde Addition, an addition to Collin County, Texas, according to the plat thereof recorded in Instrument No. 2006--615 of the Plat Records of Collin County, Texas, same being the Northwest corner of said Crossland Texas Industrial, LLC tract and lying on the East line of a tract of land conveyed to Tollway First Partners, LP by deed recorded in Instrument No. 20140220000159450 of the Official Public Records of Collin County, Texas;

THENCE North 89 Degrees 57 Minutes 11 Seconds East, departing the East line of said Tollway First Partners, LP tract, with the South line of said Lot 2, a distance of 335.18 feet to a point for corner, said point being the Southeast corner of said Lot 2, same being the Northeast corner of said Crossland Texas Industrial, LLC tract, and lying on the West line of a tract of land conveyed to Godwin Investments, Ltd. by deed recorded in Volume 5951, Page 1651 of the Deed Records of Collin County, Texas, from which a 1/2 inch iron rod found for reference bears North 85 Degrees 57 Minutes 30 Seconds West, a distance of 0.22 feet;

THENCE South 00 Degrees 16 Minutes 37 Seconds West, with the West line of said Godwin Investments, Ltd. tract, a distance of 260.93 feet to a 5/8 inch iron rod found for corner, said point being the Southeast corner of said Crossland Texas Industrial, LLC tract, same being the Northeast corner of a tract of land conveyed to Godwin Investments, Ltd. by deed recorded in Instrument No. 20190829001064690, of the Official Public Records of Collin County, Texas;

THENCE South 89 Degrees 57 Minutes 11 Seconds West, departing the West line of said first-referenced Godwin tract, and with the North line of said second-referenced Godwin tract, a distance of 332.38 feet to a 1/2 inch iron pipe found for corner, said point being the Southeast corner of said Tollway First Partners, LP tract, same being the Southwest corner of said Crossland Texas Industrial, LLC tract;

THENCE North 00 Degrees 20 Minutes 15 Seconds West, departing the North line of said second-referenced Godwin tract, and with the East line of said Tollway First Partners, LP tract, a distance of 260.93 feet to the POINT OF BEGINNING and containing 87,092 square feet or 1.999 acres of land, more or less.

EXHIBIT A-1

**METES AND BOUNDS
EXHIBIT**

1.999 ACRES OUT OF THE
COLLIN COUNTY SCHOOL LAND
SURVEY, ABSTRACT NO. 147
COLLIN COUNTY, TEXAS

JOB No. TR-185-25
DATE: 04/17/2026

DRAWN BY: JCN
SCALE: 1"=20'



COLE CARPENTER
TEXAS RPLS NO. 6892


TRAVERSE
LAND SURVEYING LLC
Surveying | Construction Staking | Platting
14200 Midway Road, Suite 130
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W: TraverseLandSurveying.com
Texas Firm No. 10194631

EXHIBIT B
(Building Design and Materials)

EXTERIOR APPEARANCE OF BUILDINGS:

A. Architectural Standards

1. The tract shall be developed in general accordance with the elevations in Exhibit B.
2. Buildings will be allowed to remain as is, as long as no expansions or additions are made. Only maintenance and repairs will be allowed.

BUILDING 'A' - SOUTH ELEVATION



BUILDING 'A' - EAST ELEVATION



BUILDING 'A' - NORTH ELEVATION



BUILDING 'A' - WEST ELEVATION



BUILDING 'B' - SOUTH ELEVATION



BUILDING 'B' - EAST ELEVATION



BUILDING 'B' - NORTH ELEVATION



BUILDING 'B' - WEST ELEVATION

