



**AGENDA**  
**Planning and Zoning Commission**  
Prosper Town Hall, Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, June 2, 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](http://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 Mayor or presiding officer, and the person shall be barred from further audience before the Commission during that session of the meeting. Disruption of a public meeting could constitute a violation of Section 42.05 of the Texas Penal Code.

1. Call to Order / Roll Call.
2. Pledge of Allegiance.
3. America 250.

**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.

- 4a. Consider and act upon the minutes from the May 26, 2026, Planning and Zoning Commission work session meeting.
- 4b. Consider and act upon the minutes from the May 26, 2026, Planning and Zoning Commission regular meeting.

- 4c. Consider and act upon a request to Table a Preliminary Site Plan for Office, Restaurant, and Retail Buildings on Frontier Gateway, Block A, Lots 1-12, on 34.6± acres, located on the southwest corner of Dallas Parkway and Frontier Parkway to the June 16, 2026, Planning and Zoning Commission meeting. (DEVAPP-24-0110)
- 4d. Consider and act upon a request for a Preliminary Site Plan for Houses of Worship on Prosper Fellowship Church, Block 1, Lots 1-2, on 4.7± acres, located on the northwest corner of Legacy Drive and Prosper Trail. (DEVAPP-25-0118)

**CITIZEN COMMENTS**

The public is invited to address the Commission on any topic. However, the Commission is unable to discuss or take action on any topic not listed on this agenda. Please complete a “Public Comment Request Form” and present it to a Staff member prior to the meeting. Please limit your comments to three minutes. If multiple individuals wish to speak on a topic, they may yield their three minutes to one individual appointed to speak on their behalf. All individuals yielding their time must be present at the meeting, and the appointed individual will be limited to a total of 15 minutes.

**REGULAR AGENDA:**

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

- 5. Conduct a Public Hearing and consider and act upon a request for a rezoning from Agricultural to a Planned Development for Event Center, Hotel, Office, Restaurant, Retail, and Tennis Club uses on Parvin 1385 Addition, Block A, Lot 1, and a portion of Lot 2, on 54.2± acres, located on the south side of Parvin Road and 930± feet east of FM 1385. (ZONE-26-0003)
- 6. Review actions taken by the Town Council and possibly direct Town Staff to schedule topic(s) for discussion at a future meeting.
- 7. 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, May 27, 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 Town Council reserves the right to consult in closed session with its attorney and to receive legal advice regarding any item listed on this agenda.

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



**MINUTES**  
**Prosper Planning and Zoning Commission**  
**Work Session**  
Prosper Town Hall - Executive Conference Room  
250 W. First Street, Prosper, Texas  
Tuesday, May 26, 2026  
**6:00 PM**

**Call to Order / Roll Call**

The meeting was called to order at 6:02 P.M.

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

Commissioner(s) Absent: Secretary Glen Blanscet

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

Other(s) Present: Chace Craig, Town Attorney

**Items for Individual Consideration**

**1. Discuss items on May 26, 2026, Planning and Zoning Commission agenda.**

Town Staff introduced Consent Agenda Items 4a-4d.

Town Staff informed the Commission that item 4c will ultimately be tabled to the June 16<sup>th</sup> meeting.

The Commission inquired about Item 4c regarding the number of cul-de-sacs presented on the plan and whether it was reviewed by Fire. Staff confirmed that it had been. Other topics of discussion related to the project included the removal of the townhomes from what was shown on the concept plan, future development of the lots along First Street, open space for the overall development, and street/sidewalk connections.

**Adjourn.**

The work session was adjourned at 6:27 P.M.

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Trey Ramon, Planning Technician

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Vice Chair Josh Carson



**MINUTES**  
**Prosper Planning and Zoning Commission**  
**Regular Meeting**  
Prosper Town Hall – Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, May 26, 2026  
**6:30 PM**

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

The meeting was called to order at 6:30 P.M.

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

Commissioner(s) Absent: Secretary Glen Blanscet

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

Other(s) Present: Chace Craig, Town Attorney

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

**3. America 250.**

**CONSENT AGENDA:**

- 4a. Consider and act upon the minutes from the May 5, 2026, Planning and Zoning Commission work session meeting.**
- 4b. Consider and act up the minutes from the May 5, 2026, Planning and Zoning Commission regular meeting.**
- 4c. Consider and act upon a request to Table a Preliminary Site Plan for Office, Restaurant, and Retail Buildings on Frontier Gateway, Block A, Lots 1-12, on 34.6± acres, located on the southwest corner of Dallas Parkway and Frontier Parkway to the June 2, 2026, Planning and Zoning Commission meeting. (DEVAPP-24-0110)**
- 4d. Consider and act upon a request for a Preliminary Plat of Heritage Heights, on 79.3± acres, located on the south side of First Street and 400± feet west of Coleman Street. (DEVAPP-26-0015)**

Commissioner Hamilton made a motion to approve Items 4a, 4b, 4c, and 4d. The motion was seconded by Commissioner Furay. The motion was carried unanimously by a vote of 6-0.

**CITIZEN COMMENTS**

No comments were made.

**REGULAR AGENDA:**

- 5. 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.

- 6. Adjourn.**

Commissioner Hamilton made a motion to adjourn the meeting. The motion was seconded by Commissioner Carson. The motion was carried unanimously by a vote of 6-0.

The meeting was adjourned at 6:38 P.M.

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Trey Ramon, Planning Technician

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Josh Carson, Vice Chair



**PLANNING**

**To:** Planning and Zoning Commission **Item No. 4c**  
**From:** Jerron Hicks, Planner  
**Through:** David Hoover, AICP, Director of Development Services  
**Cc:** Suzanne Porter, AICP, Planning Manager  
**Re:** Preliminary Site Plan for Frontier Gateway, Block A, Lots 1-12  
**Meeting:** June 2, 2026

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**Agenda Item:**

Consider and act upon a request to **Table** a Preliminary Site Plan for Office, Restaurant, and Retail Buildings on Frontier Gateway, Block A, Lots 1-12, on 34.6± acres, located on the southwest corner of Dallas Parkway and Frontier Parkway to the **June 16, 2026**, Planning and Zoning Commission meeting. (DEVAPP-24-0110)

**Description of Agenda Item:**

On May 26, 2026, the Planning and Zoning Commission tabled this item to the June 2, 2026 meeting.

Town Staff requests tabling this item to the Planning and Zoning Commission meeting on June 16, 2026, to allow additional time for the applicant to make revisions on the Preliminary Site Plan.

**Town Staff Recommendation:**

Town Staff recommends the Planning and Zoning Commission table this item to June 16, 2026.



## PLANNING

**To:** Planning and Zoning Commission **Item No. 4d**  
**From:** Dakari Hill, Senior Planner  
**Through:** David Hoover, AICP, Director of Development Services  
**Cc:** Suzanne Porter, AICP, Planning Manager  
**Re:** Preliminary Site Plan for Prosper Fellowship Church, Block 1, Lots 1-2  
**Meeting:** June 2, 2026

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**Agenda Item:**

Consider and act upon a request for a Preliminary Site Plan for Houses of Worship on Prosper Fellowship Church, Block 1, Lots 1-2, on 4.7± acres, located on the northwest corner of Legacy Drive and Prosper Trail. (DEVAPP-25-0118)

**Future Land Use Plan:**

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

**Zoning:**

The property is zoned Agricultural.

**Conformance:**

The Preliminary Site Plan conforms to the development standards of the Agricultural District.

**Description of Agenda Item:**

The Preliminary Site Plan consists of two houses of worship totaling 34,912 square feet and associated parking.

- Lot 1: House of Worship (21,060 SF)
- Lot 2: House of Worship (13,852 SF)

**Access:**

Access is provided from Legacy Drive and Prosper Trail.

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

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

**Companion Item:**

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

**Attachments:**

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

**Town Staff Recommendation:**

Town Staff recommends approval of the Preliminary Site Plan.



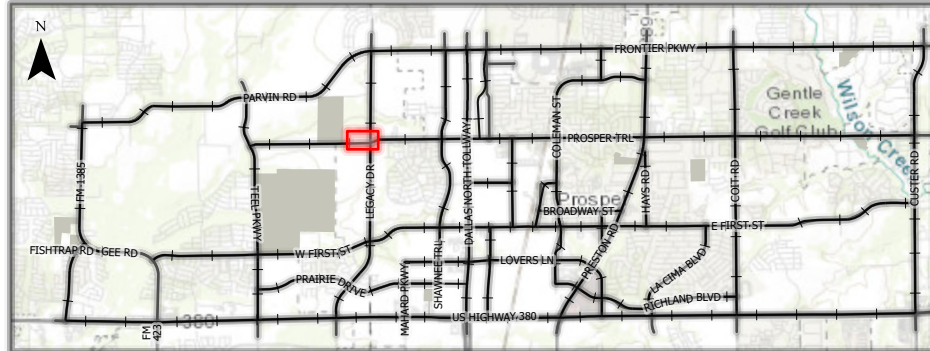
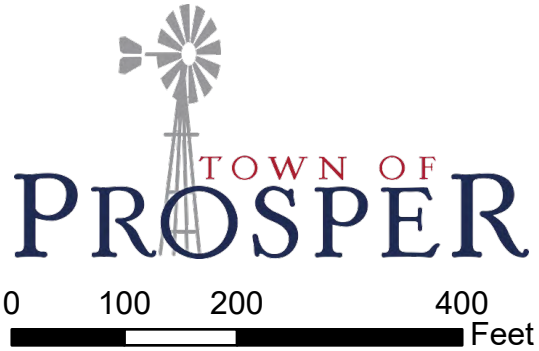
W PROSPER TRL

N LEGACY DR

W PROSPER TRL

ROSSO DR

Prosper Fellowship Church



This map for illustration purposes only

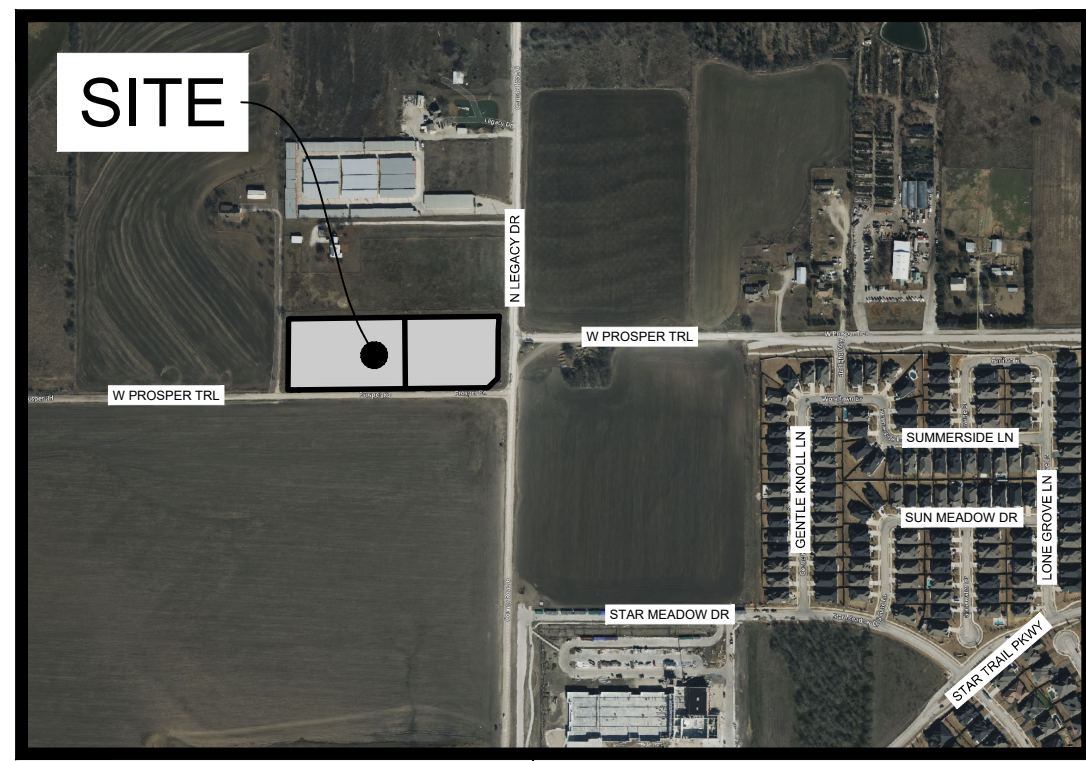
DEVAPP-25-0118

Prosper Fellowship Church

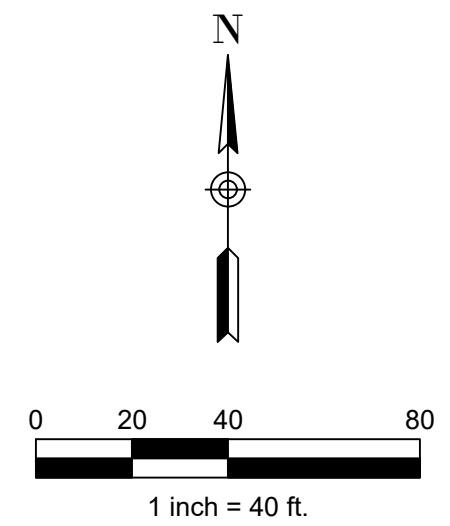
Preliminary Site Plan

TOWN OF PROSPER GENERAL 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

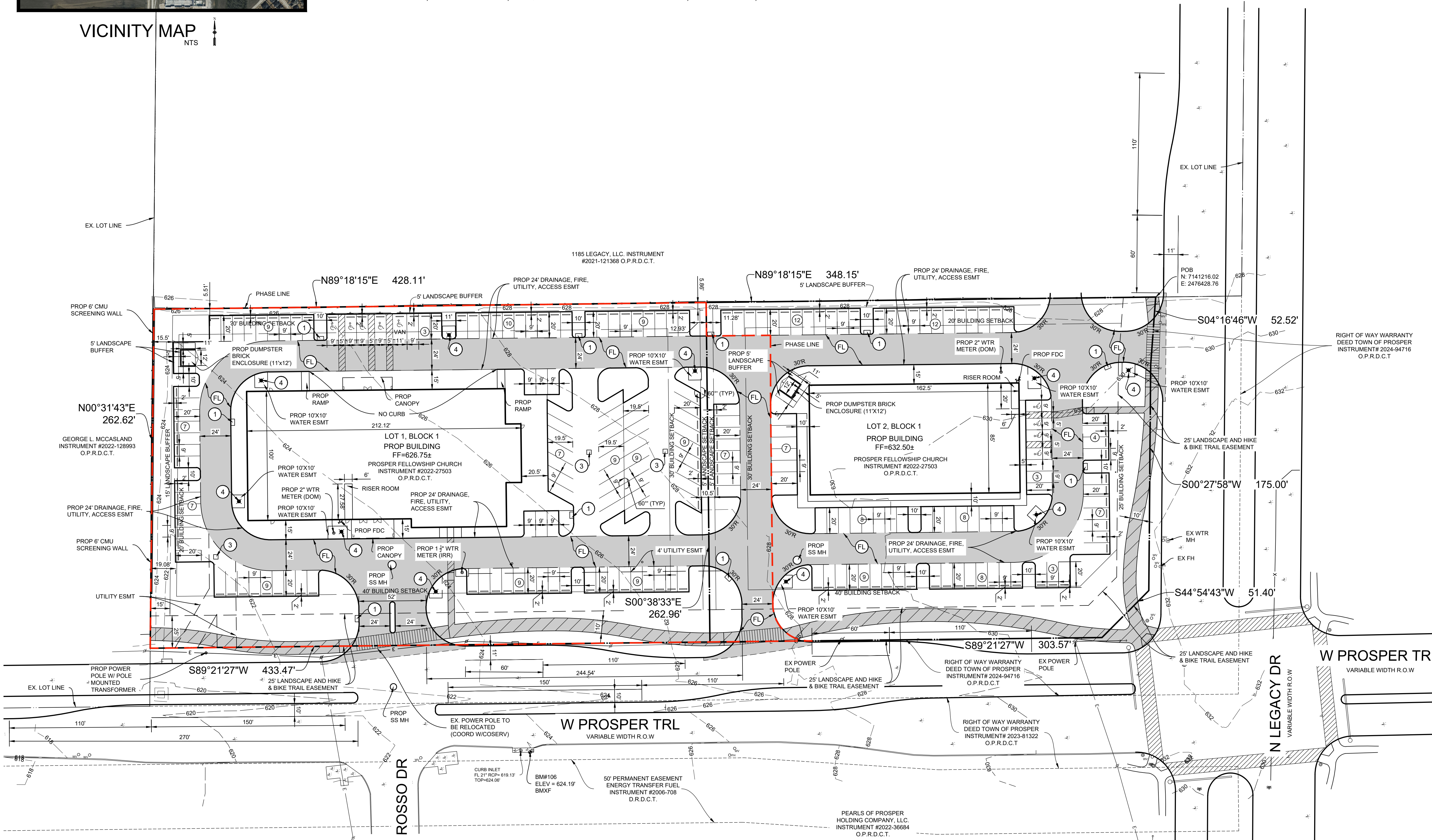


VICINITY MAP  
NTS



SITE DATA SUMMARY		
ITEM	LOT 1	LOT 2
ZONING	AGRICULTURAL (A)	AGRICULTURAL (A)
PROPOSED USE	CHURCH	CHURCH
LOT AREA (SF / ACRES)	113,065 SF / 2.595AC	89,592 SF / 2.057 AC
BUILDING AREA (SF)	21,060	13,852
BUILDING HEIGHT (FT/STORIES)	29'10" / 2 STORIES	20' / 1 STORY
LOT COVERAGE (%)	18.62%	15.46%
FLOOR AREA RATIO	0.19:1	0.15:1
LOT 1 CHURCH PARKING REQUIRED (MAIN AUDITORIUM= 330SEATS/3=110)	110 SPACES	NA
LOT 2 CHURCH PARKING REQUIRED (MAIN AUDITORIUM= 100SEATS/3=33)	NA	34 SPACES
TOTAL PARKING PROVIDED	112 SPACES	89 SPACES
HANDICAP PARKING REQUIRED	5 SPACES	4 SPACES
HANDICAP PARKING PROVIDED	5 SPACES	4 SPACES
IMPERVIOUS AREA (SF)	82,487	63,194
TOTAL OPEN SPACE AREA REQUIRED (LOT SF * 7%)	7,915	6,271
TOTAL OPEN SPACE AREA PROVIDED	8,442	7,061

LEGEND	
	PROPOSED 24' FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
	PROPOSED 10' HIKE & BIKE TRAIL
#	PROPOSED PARKING COUNT
1	PROPOSED CURB INLET
2	PROPOSED SS CLEAN OUT
3	PROPOSED GRATE INLET
4	PROPOSED FIRE HYDRANT



PROGRESS SET  
FOR REVIEW ONLY  
NOT FOR CONSTRUCTION

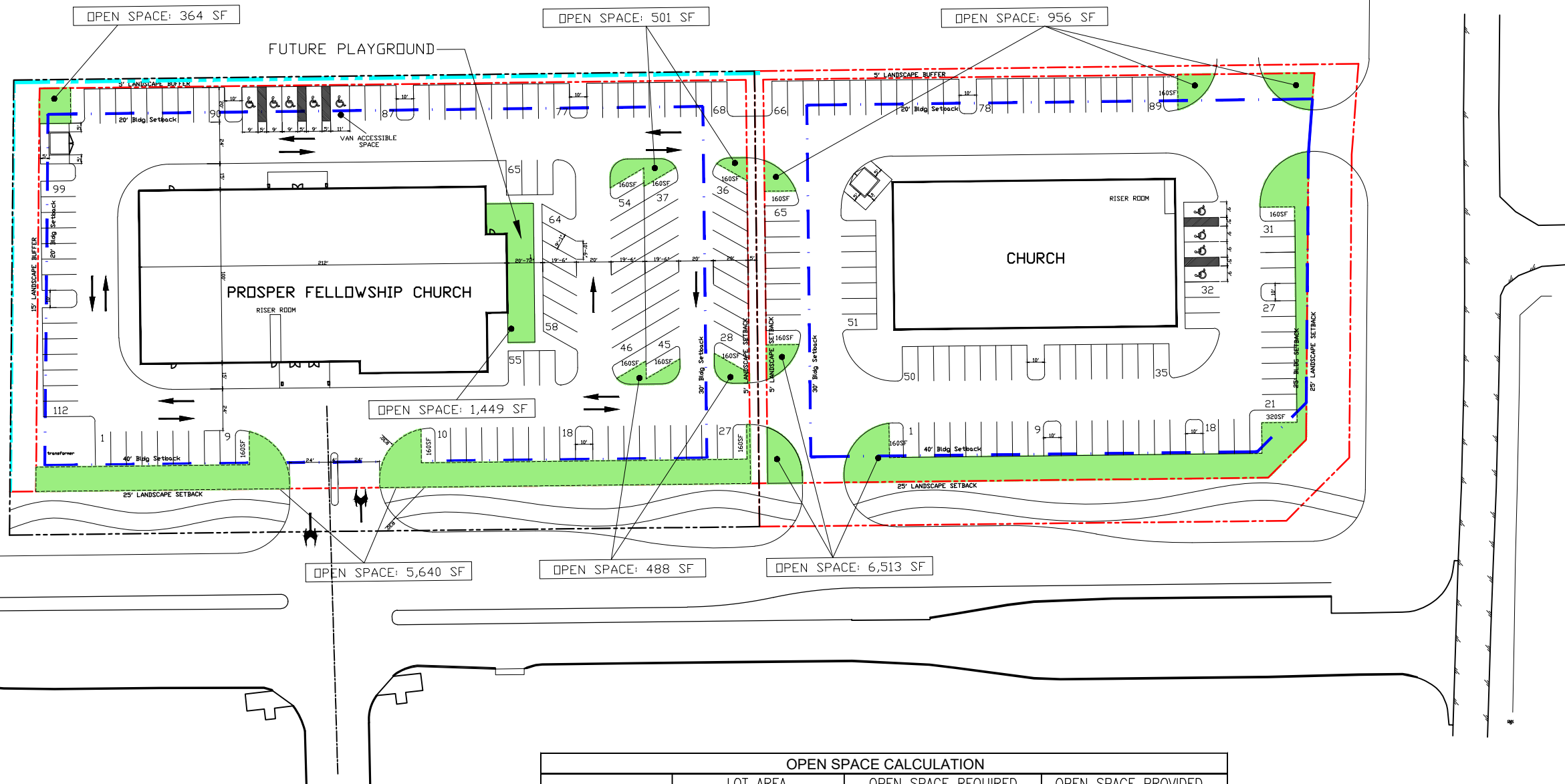
JULIO I. OLVERA-LOPEZ  
LICENSE NO. 153353  
05/05/2026

THIS DOCUMENT IS INCOMPLETE  
AND NOT INTENDED FOR BIDDING,  
PERMITTING, OR CONSTRUCTION

**BENCHMARKS:**  
BENCHMARK # 105  
A SQUARE CUT ON Y-INLET, 830± WEST OF  
PROSPER RD AND LEGACY DR  
INTERSECTION, AND 30± NORTH OF  
PROSPER RD CENTERLINE.  
ELEV = 618.27'  
BENCHMARK # 106  
A SQUARE CUT ON STORM INLET, ON THE  
SOUTH CURB LINE OF PROSPER RD, 550±  
WEST OF PROSPER RD AND LEGACY DR  
INTERSECTION.  
ELEV = 624.19'

CASE NO.	DEVAPP-25-0118				
	<b>UDC ENGINEERS</b> 12222 MERIT DR SUITE 425 (469)-387-6907 DALLAS, TX, 75251 WWW.UDCTX.COM TBPE FIRM REG. F-26996				
PRELIMINARY SITE PLAN					
PROSPER FELLOWSHIP CHURCH					
BLOCK 1, LOTS 1-2					
PRELIMINARY SITE PLAN SUBMISSION					
TOWN OF PROSPER, DENTON COUNTY, TEXAS					
REVIEW	DRAWN	DATE	FILE	NUMBER	SHEET
UDC	UDC	05/05/2026	2510	38	C01.00

I:\Projects\2025\251038 Prosper Fellowship Church - project drawings\01-00 PRELIMINARY SITE PLAN.dwg, 5/19/2026 6:13:23 PM, Abdulrah Khan



OPEN SPACE CALCULATION						
LOT	LOT AREA		OPEN SPACE REQUIRED		OPEN SPACE PROVIDED	
	AC	SF	(%)	(SF)	(%)	(SF)
1	2.595	113,065	7%	7,915	7.51%	8,442
2	2.057	89,592	7%	6,271	8.34%	7,469

- GENERAL NOTES**
1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DEPARTMENT.
  2. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALL SHALL BE THE SPECIFICATIONS OF THE ZONING ORDINANCE.
  3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
  4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DEPARTMENT.
  5. ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

**SURVEYOR**  
**ARA SURVEYING**  
 3615 KARNAGHAN LANE  
 MELISSA, TEXAS 75454  
 TEL (972) 948-4172  
 TBPELS NO. 10194713  
 ANEL RODRIGUEZ, RPLS  
 arodriguez@arasurveying.com

**LANDRY ARCHITECT**  
 1202 Richardson Drive, Suite 106  
 Richardson, TX 75080  
 (214) 631-6941

**OPEN SPACE PLAN**

**PROSPER FELLOWSHIP CHURCH**

**LOT 1 & LOT 2 BLOCK 1**

**PRELIMINARY SITE PLAN SUBMISSION**

**TOWN OF PROSPER, DENTON COUNTY, TEXAS**

REVIEW	DRAWN	DATE	FILE	NUMBER	SHEET
ALEX	LAU	02/23/2026	2510	38	



**PLANNING**

**To:** Planning and Zoning Commission **Item No. 5**  
**From:** Dakari Hill, Senior Planner  
**Through:** David Hoover, AICP, Director of Development Services  
**Cc:** Suzanne Porter, AICP, Planning Manager  
**Re:** Planned Development for Volleys Village  
**Meeting:** June 2, 2026

**Agenda Item:**

Conduct a Public Hearing and consider and act upon a request for a rezoning from Agricultural to a Planned Development for Event Center, Hotel, Office, Restaurant, Retail, and Tennis Club uses on Parvin 1385 Addition, Block A, Lot 1, and a portion of Lot 2, on 54.2± acres, located on the south side of Parvin Road and 930± feet east of FM 1385. (ZONE-26-0003)

**Description of Agenda Item:**

The purpose of this request is to rezone the property from Agricultural to a Planned Development allowing for commercial development. The first phase will be for the tennis facility with the remaining commercial uses following in subsequent phases.

**Future Land Use Plan:**

The Future Land Use Plan recommends Retail and Neighborhood Services.

**Zoning:**

The property is zoned Agricultural (A).

**Compatibility:**

The zoning and land use of the surrounding properties are shown below.

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	Agricultural	Vacant	Retail and Neighborhood Services
<b>North</b>	N/A (City of Celina)	Residential (Single-Family)	N/A (City of Celina)

<b>East</b>	Planned Development-134 (Single-Family)	Vacant	Medium Density Residential
<b>South</b>	Agricultural	Vacant	Retail and Neighborhood Services
<b>West</b>	Retail	Vacant	Retail and Neighborhood Services

**District Regulations:**

The district regulations within this Planned Development compared to the regulations in the Commercial District in the Unified Development Code are shown below. The only deviations are a reduced side-yard setback for one-story buildings adjacent to residential, an increase to the maximum height for hotels, and a decrease in the maximum lot coverage.

	<b>Proposed Regulations (Planned Development)</b>	<b>Commercial District (Unified Development Code)</b>
<b>Size of Yards</b>	<p><b>Front:</b> 30'</p> <p><b>Side:</b> 0' (Attached, Separate Lots) 15' (Adj. to Commercial) 30' (Adj. to Thoroughfare) 30' (1-Story Adj. to Res.) 60' (2-Story Adj. to Res.)</p> <p><b>Rear:</b> 0' (Attached, Separate Lots) 15' (Adj. to Commercial) 30' (1-Story Adj. to Res.) 60' (2-Story Adj. to Res.)</p>	<p><b>Front:</b> 30'</p> <p><b>Side:</b> 0' (Attached, Separate Lots) 15' (Adj. to Commercial) 30' (Adj. to Thoroughfare) 40' (1-Story Adj. to Res.) 60' (2-Story Adj. to Res.)</p> <p><b>Rear:</b> 0' (Attached, Separate Lots) 15' (Adj. to Commercial) 40' (1-Story Adj. to Res.) 60' (2-Story Adj. to Res.)</p>
<b>Size of Lots</b>	<p><b>Area:</b> 10,000 SF</p> <p><b>Width:</b> 100'</p> <p><b>Depth:</b> 100'</p>	<p><b>Area:</b> 10,000 SF</p> <p><b>Width:</b> 100'</p> <p><b>Depth:</b> 100'</p>
<b>Maximum Height</b>	<b>Height:</b> 40' (55' for Hotel Only)	<b>Height:</b> 40'
<b>Lot Coverage</b>	<b>Maximum:</b> 40%	<b>Maximum:</b> 50%
<b>Floor Area Ratio</b>	<b>Maximum:</b> 0.5:1	<b>Maximum:</b> 0.5:1

**Uses:**

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

- By Right:
  - Administrative, Medical, or Professional Office
  - Alcoholic Beverage Sales
  - Artisan's Workshop
  - Bank, Savings and Loan, or Credit Union
  - Beauty Salon/Barber Shop
  - Building Material and Hardware Sales, Minor
  - Business Service
  - Catering
  - College University, Trade, or Private Boarding School
  - Commercial Amusement, Indoor
  - Community Center
  - Convenience Store without Gas Pumps
  - Civic/Convention Center
  - Dry Cleaning, Minor
  - Governmental Office
  - Gymnastics/Dance Studio
  - Health/Fitness Center
  - Hotel, Full Service
  - Massage Therapy, Licensed
  - Meeting/Banquet/Reception Facility
  - Municipal Uses Operated by the Town of Prosper
  - Museum/Art Gallery
  - Print Shop, Minor
  - Private Utility, Other Than Listed
  - Restaurant
  - Restaurant, Drive-In
  - Retail/Service Incidental Use
  - Retail Stores and Shops
  - School, Private or Parochial
  - Stealth Antenna, Commercial
  - Theater, Neighborhood
  - Theater, Regional
  
- By Specific Use Permit:
  - Child Care Center, Incidental
  - Child Care Center, Licensed
  - Convenience Store with Gas Pumps
  - Mobile Food Vendor
  - Pet Day Care
  - Restaurant, Drive-Through

### **Building Materials:**

The architectural standards within this Planned Development are shown below.

- Building Materials:
  - Masonry Construction (Min. of 80%)
    - Clay Fired Brick
    - Granite
    - Marble
    - Natural and Manufactured Stone
    - Stucco (Three-Step)
  - Non-Masonry Construction (Max. of 20%)
    - Required to start ten feet above the ground level finish floor elevation.

### **Parking:**

The parking standards within this Planned Development allow for shared parking provided that the lots enter into a shared parking agreement, are within 600 feet of one another, and one of the lots has excess spaces in addition to the ones required by its use. Additionally, these standards codify the required parking ratio for sports courts in this development at eight spaces per court as there is no set ratio in the Unified Development Code.

### **Open Space and Amenities:**

A minimum of five percent of open space is required for each commercial lot; however, a minimum of 12 percent of open space is required for the aggregate area of the proposed development. Additionally, amenities from the list below will be provided in these open space areas as shown on Exhibit G.

- Amenities:
  - Art / Sculpture Features
  - Benches and Seating
  - Fitness Equipment, Playground Equipment, and Other Recreational Equipment
  - Game Lawn Areas (Bocce Ball, Cornhole, etc.)
  - Green Space and Open Space
  - Outdoor Event Space / Pavillion
  - Pedestrian-Scale Lighting (Including Festoon Lighting)
  - Performance Venue
  - Shaded Structures
  - Splash Pads
  - Other Amenities as Determined by the Director of Development Services

### **Screening:**

A living screen is proposed in lieu of a masonry screening wall adjacent to the residential subdivision to the east, Prosper Oaks. The homes in Prosper Oaks that back to this property will have board on board wooden fencing. The screen will consist of a continuous row of evergreen shrubs every four feet that are four feet tall at the time of planting and grow to be a minimum of six feet tall at maturity. Town Staff recommend evergreen trees be planted on 30-foot centers to provide a fuller living screen.

**Internal Roadway:**

Street A, as depicted on the Conceptual Plan, will be constructed through the interior of the development from Parvin Road to FM 1385 to provide access throughout the site and frontage onto a public right-of-way for the interior lots being created.

**Thoroughfare Plan:**

This property has access to FM 1385 and Parvin Road.

**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:**

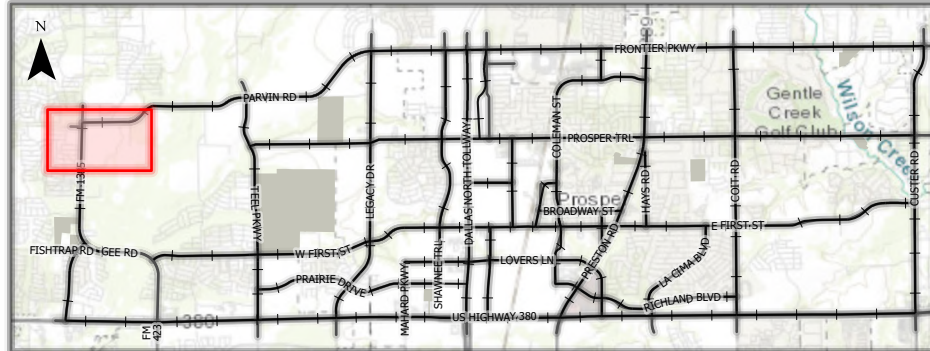
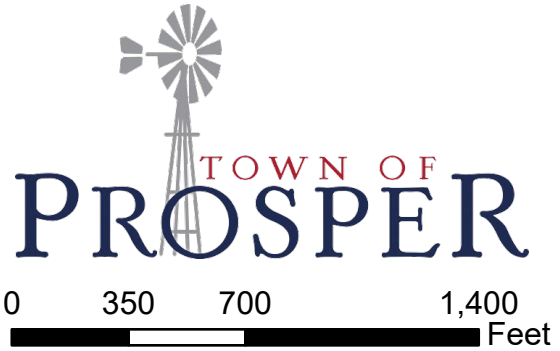
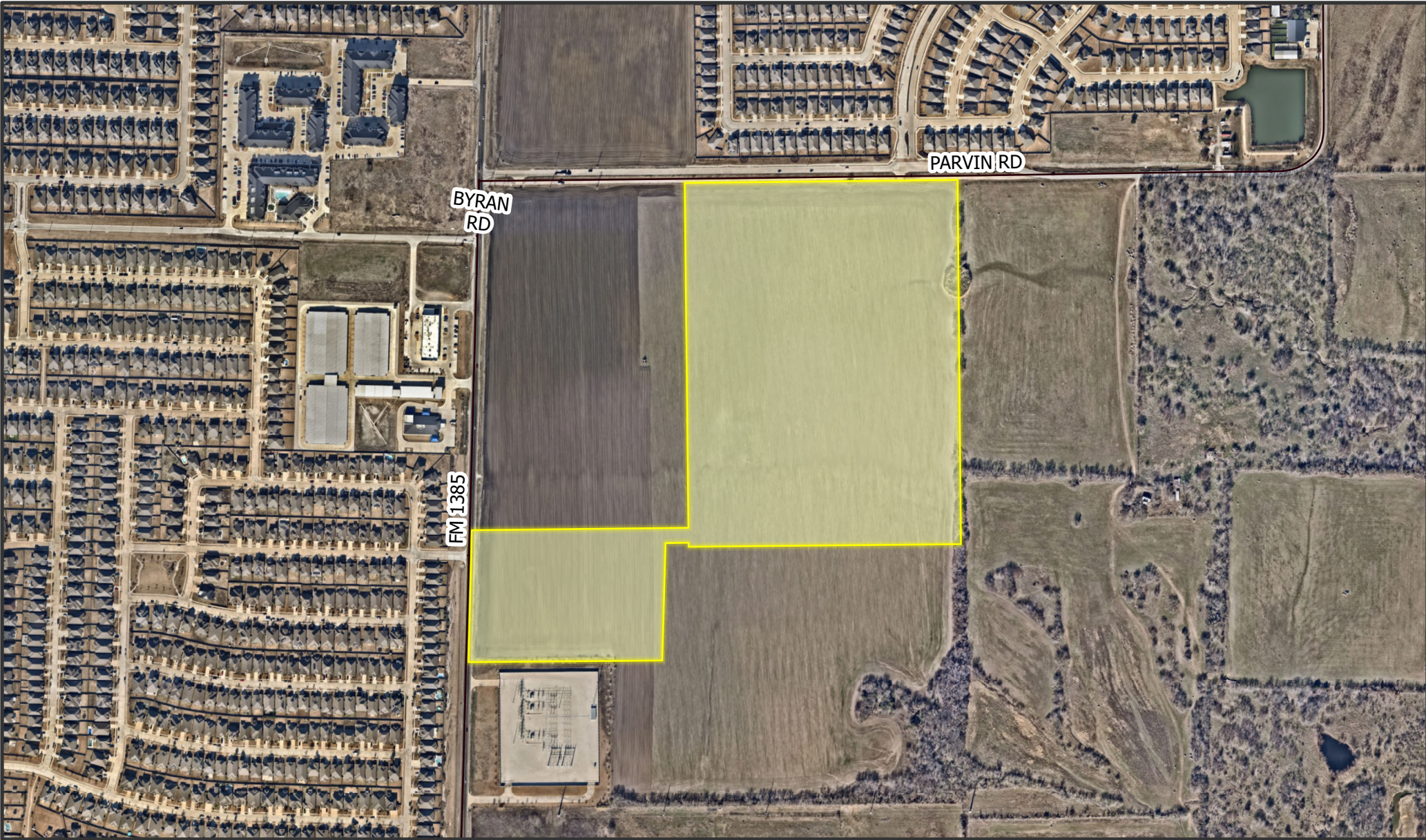
1. Aerial Map
2. Zoning Map
3. Future Land Use Exhibit
4. Exhibit A-1 – Written Metes and Bounds
5. Exhibit A-2 – Boundary Exhibit
6. Exhibit B – Letter of Intent
7. Exhibit C – Development Standards
8. Exhibit D – Conceptual Plan
9. Exhibit E – Development Schedule
10. Exhibit E-1 – Phasing Plan
11.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

**Town Staff Recommendation:**

The rezoning request is compliant with the Future Land Use Plan. Additionally, it is compatible with future commercial development that could occur on the adjacent property to the west. Further, the proposed development compliments the future residential development on adjacent property through the provision of commercial services including recreation, restaurants, retail, etc. For these reasons, Town Staff recommend the Planning and Zoning Commission approve the request for a rezoning from Agricultural to a Planned Development for Event Center, Hotel, Office, Restaurant, Retail, and Tennis Club uses on Parvin 1385 Addition, Block A, Lot 1, and a portion of Lot 2, on 54.2± acres, located on the south side of Parvin Road and 930± feet east of FM 1385, subject to the addition of evergreen trees within the living screen along the east boundary.

**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 June 23, 2026.

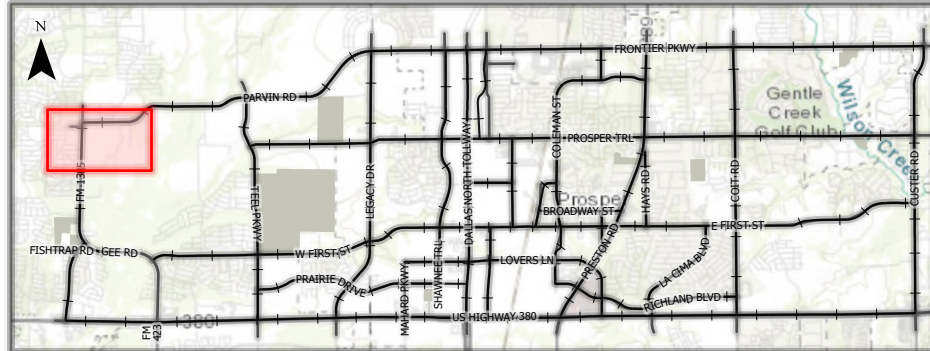
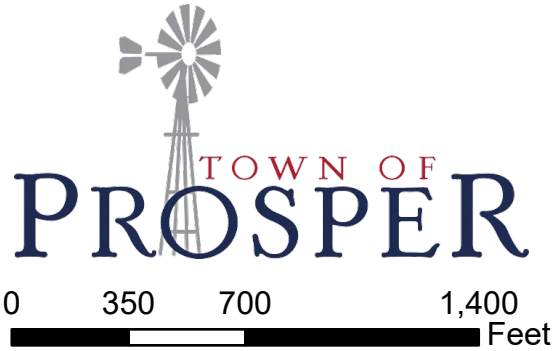


**ZONE-26-0003**

Parvin 1385 Addition,  
Block A, Lot 1

Planned Development 17

This map for illustration purposes only

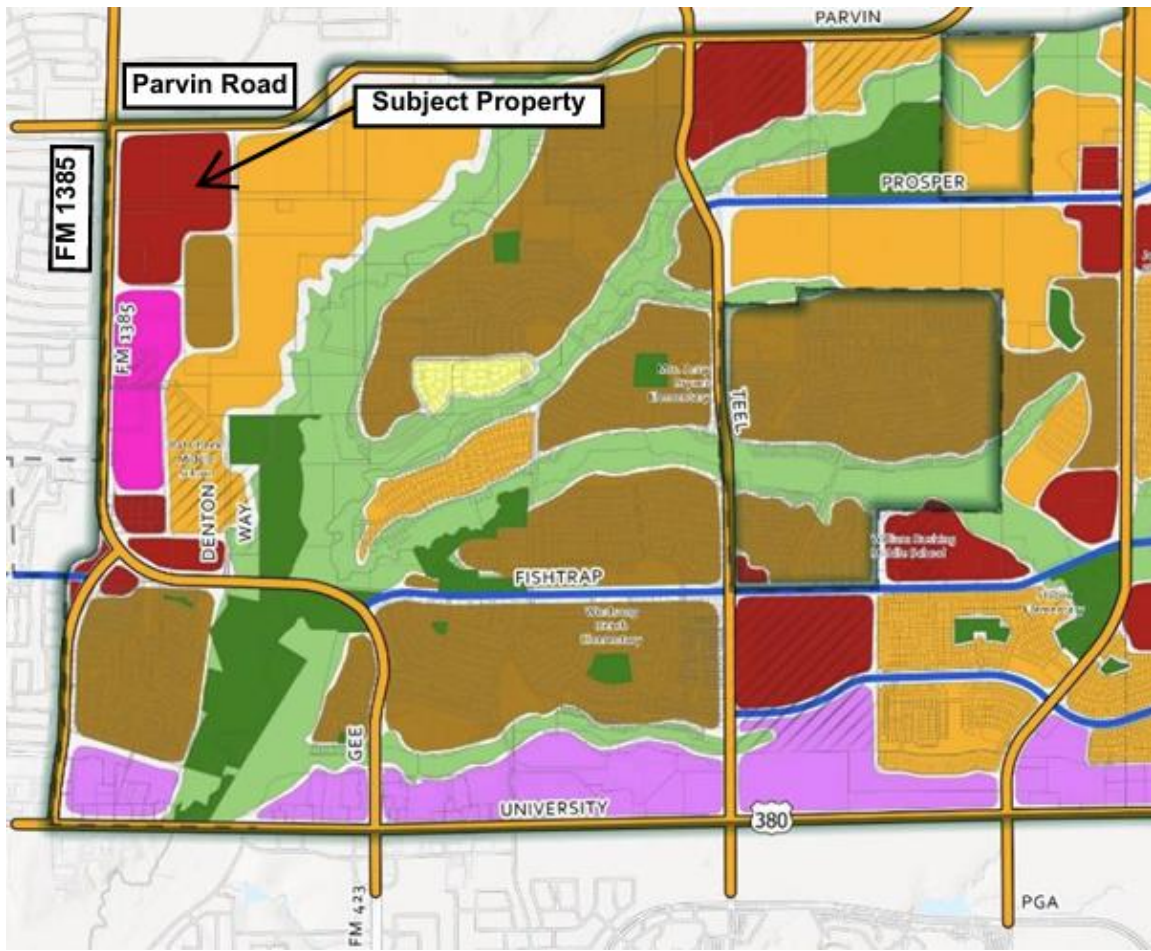


**ZONE-26-0003**  
 Parvin 1385 Addition, Block A,  
 Lot 1  
 Planned Development

This map for illustration purposes only

# Future Land Use Exhibit

- |   |  |   |
|---|--|---|
| <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: yellow; border: 1px solid black; margin-right: 5px;"></span> Low Density Residential</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: orange; border: 1px solid black; margin-right: 5px;"></span> Medium Density Residential</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: brown; border: 1px solid black; margin-right: 5px;"></span> High Density Residential</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: darkred; border: 1px solid black; margin-right: 5px;"></span> Retail &amp; Neighborhood Services</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: magenta; border: 1px solid black; margin-right: 5px;"></span> Business Park</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: blue; border: 1px solid black; margin-right: 5px;"></span> Old Town District</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: pink; border: 1px solid black; margin-right: 5px;"></span> Town Center</li> </ul> | <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 20px; border-bottom: 2px solid green; margin-right: 5px;"></span> Dallas North Tollway, Dedicated Truck Route</li> <li><span style="display: inline-block; width: 20px; border-bottom: 2px solid orange; margin-right: 5px;"></span> 6 Lane Divided</li> <li><span style="display: inline-block; width: 20px; border-bottom: 2px solid blue; margin-right: 5px;"></span> 4 Lane Divided</li> <li><span style="display: inline-block; width: 20px; border-bottom: 2px solid brown; margin-right: 5px;"></span> Commercial Collector</li> <li><span style="display: inline-block; width: 20px; border-bottom: 2px solid purple; margin-right: 5px;"></span> 3 Lane Undivided Couplet</li> <li><span style="display: inline-block; width: 20px; border-bottom: 1px solid gray; margin-right: 5px;"></span> Access Roads</li> <li><span style="display: inline-block; width: 20px; border-bottom: 1px dashed gray; margin-right: 5px;"></span> Old Town Roads</li> </ul> | <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: lightblue; border: 1px solid black; margin-right: 5px;"></span> Dallas North Tollway District</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: purple; border: 1px solid black; margin-right: 5px;"></span> US Highway 380 District</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: green; border: 1px solid black; margin-right: 5px;"></span> Parks</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: lightgreen; border: 1px solid black; margin-right: 5px;"></span> Floodplain</li> <li><span style="display: inline-block; width: 15px; height: 10px; border: 1px dashed gray; margin-right: 5px;"></span> School District Properties</li> <li><span style="display: inline-block; width: 15px; height: 10px; border: 1px solid black; margin-right: 5px;"></span> Town Limits</li> <li><span style="display: inline-block; width: 15px; height: 10px; border: 1px dashed gray; margin-right: 5px;"></span> ETJ</li> </ul> |
|---|--|---|



**EXHIBIT A-1: WRITTEN METES AND BOUNDS**  
**ZONE-26-0003**

**BEING** a tract of land situated in the F. Wilkerson Survey, Abstract No. 1411 and the J. Morton Survey, Abstract No. 793, Town of Prosper, Denton County, Texas, and being a portion of Lot 1, Block A and a portion of Lot 2, Block A of Parvin 1385 Addition, Block A, Lots 1 and 2, according to the plat thereof recorded in Document No. 2025-228 of the Plat Records of Denton County, Texas, and all of a called 1.558 acre right of way and all of a called 0.404 acre right of way dedicated in said Parvin 1385 Addition, Block A, Lots 1 and 2, the east half of F.M. Road No. 1385, a variable width right-of-way, and the south half of Parvin Road, a variable width right-of-way, and being more particularly described as follows:

**BEGINNING** at a 1/2 inch iron rod found in said Parvin Road, for the northwest corner of a called 191.740 acre tract of land described in a deed to Frontier Landbank LLC, recorded in Instrument No. 2025-125290 of the Official Records of Denton County, Texas, common to the northeast corner of said 1.558 acre right-of-way dedication, same also being on the southerly line of Sutton Fields Phase 4A, an addition to the City of Celina, Texas, according to the plat thereof recorded in Instrument No. 2023-294 of the Plat Records of Denton County, Texas;

**THENCE** South 00°32'30" East, departing said Parvin Road and the southerly line of said Sutton Fields Phase 4A, along the easterly line of said 1.558 acre right-of-way dedication, the easterly line of said Lot 1 and the westerly line of said 191.740 acre tract, a distance of 1,583.21 feet to the southeast corner of said Lot 1, common to the northeast corner of said Lot 2;

**THENCE** South 89°27'23" West, departing said the westerly line of said 191.740 acre tract and along the common line of said Lot 1 and said Lot 2, a distance of 1,074.66 feet to a point for corner, from which, a 1/2 inch iron rod found for the southwest corner of said Lot 1, common to an ell corner of said Lot 2 bears South 89°27'23" West, 108.40 feet;

**THENCE** North 00°36'20" West, departing the common line of said Lot 1 and said Lot 2 and crossing said Lot 1, a distance of 17.95 feet to a point for corner;

**THENCE** South 89°23'36" West, continuing across said Lot 1, passing en route the common line of said Lot 1 and said Lot 2, and continuing along the same course and crossing said Lot 2, for a total distance of 208.51 feet to a point for corner;

**THENCE** South 01°32'11" West, continuing across said Lot 2, a distance of 510.55 feet to a point for corner;

**THENCE** South 89°30'12" West, continuing across said Lot 2, passing en route a 1/2 inch iron rod with busted plastic cap found for an ell corner of said Lot 2, common to the northeast corner of Block A, Lot 1 of Brazos Electric Parvin Substation Addition, Block A, Lot 1, an addition to the Town of Prosper, Texas, according to the plat thereof recorded in Document No 2020-418 of the Plat Records of Denton County, Texas, and continuing along the same course and along the

southerly line of said Lot 2, the southerly line of said 0.404 acre right-of-way dedication, the northerly line of said Block A, Lot 1, the northerly line of a 30-foot wide right-of-way dedicated in said Brazos Electric Parvin Substation Addition, and crossing said F.M. Road No. 1385, for a total distance of 841.87 feet to the approximate centerline of said F.M. Road No. 1385;

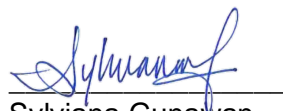
**THENCE** North 01°29'58" East, along the approximate centerline of said F.M. Road No. 1385, a distance of 573.92 feet to a point for corner;

**THENCE** North 89°23'26" East, departing the approximate centerline of said F.M. Road No. 1385 and crossing said F.M. Road No. 1385, passing en route a 1/2 inch iron rod found for the northwest corner of said 0.404 acre right-of-way dedication, and continuing along the same course, and along the northerly line of said 0.404 acre right-of-way dedication and said Lot 2, a distance of 940.00 feet to a 1/2 inch iron rod found for a northeast corner of said Lot 2, on the westerly line of aforesaid Lot 1;

**THENCE** North 00°35'37" West, along the westerly line of said Lot 1 and along the westerly line of aforesaid 1.558 acre right-of-way dedication, a distance of 1,498.96 feet to the northwest corner of said 1.558 acre right-of-way dedication, same being in the approximate centerline of said Parvin Road;

**THENCE** North 89°23'14" East, along the northerly line of said 1.558 acre right-of-way dedication and along the approximate centerline of said Parvin Road, a distance of 1,184.50 feet to the **POINT OF BEGINNING** and containing 54.212 acres (2,361,489 square feet) of land, more or less.

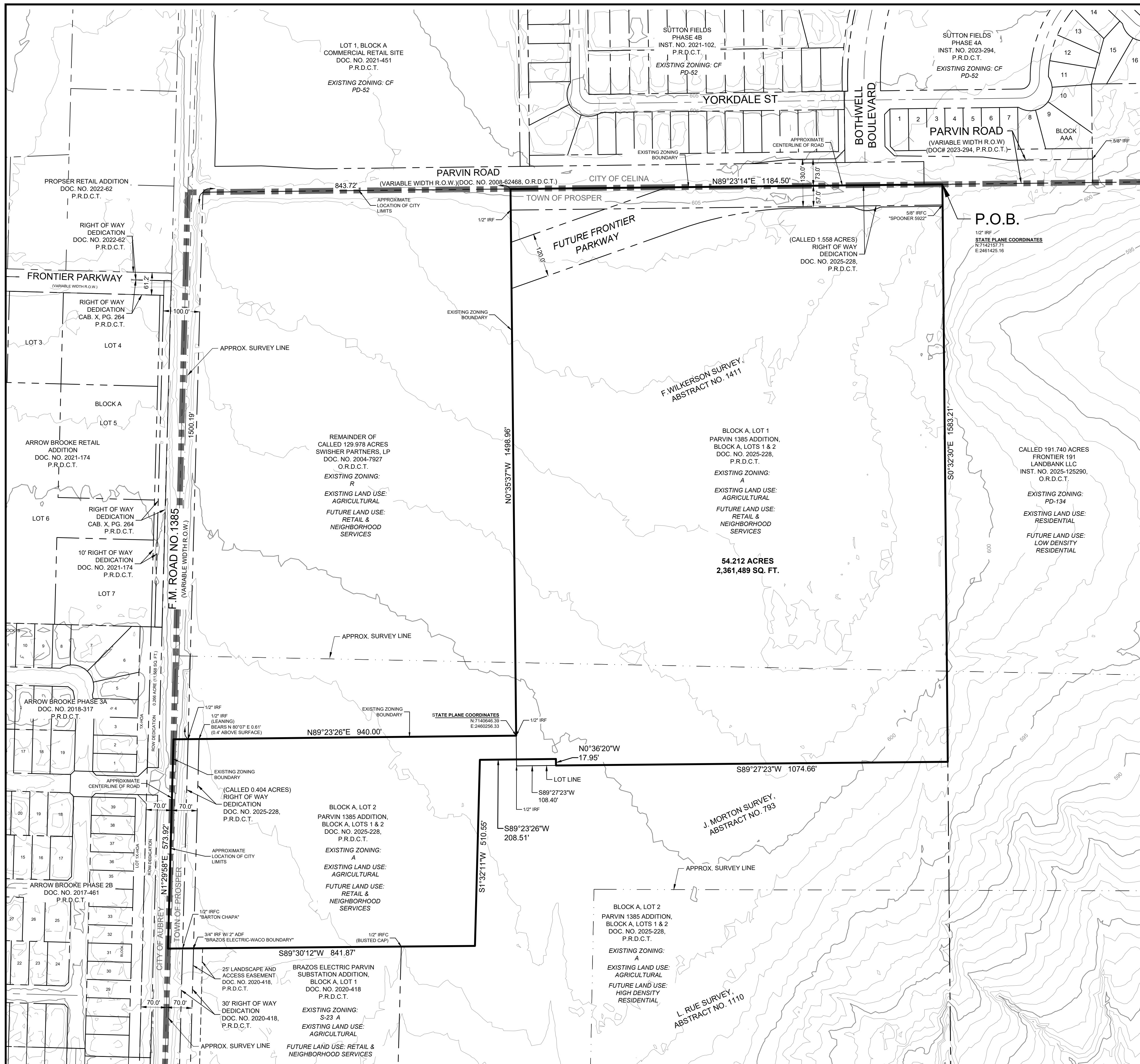
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983(2011).



05/13/2026

Sylviana Gunawan  
Registered Professional Land Surveyor No. 6461  
Kimley-Horn and Associates, Inc.  
6160 Warren Pkwy., Suite 210  
Frisco, Texas 75034  
Ph. 972-335-3580  
sylviana.gunawan@kimley-horn.com





**DESCRIPTION OF PROPERTY:**

BEING a tract of land situated in the F. Wilkerson Survey, Abstract No. 1411 and the J. Morton Survey, Abstract No. 793, Town of Prosper, Denton County, Texas, and being a portion of Lot 1, Block A and a portion of Lot 2, Block A of Parvin 1385 Addition, Block A, Lots 1 and 2, according to the plat thereof recorded in Document No. 2025-228 of the Plat Records of Denton County, Texas, and all of a called 1.558 acre right of way and all of a called 0.404 acre right of way dedicated in said Parvin 1385 Addition, Block A, Lots 1 and 2, the east half of F.M. Road No. 1385, a variable width right-of-way, and the south half of Parvin Road, a variable width right-of-way, and being more particularly described as follows:

**BEGINNING** at a 1/2 inch iron rod found in said Parvin Road, for the northwest corner of a called 191.740 acre tract of land described in a deed to Frontier Landbank LLC, recorded in Instrument No. 2025-125290 of the Official Records of Denton County, Texas, common to the northeast corner of said 1.558 acre right-of-way dedication, same also being on the southerly line of Sutton Fields Phase 4A, an addition to the City of Celina, Texas, according to the plat thereof recorded in Instrument No. 2023-294 of the Plat Records of Denton County, Texas;

**THENCE** South 00°32'30" East, departing said Parvin Road and the southerly line of said Sutton Fields Phase 4A, along the easterly line of said 1.558 acre right-of-way dedication, the easterly line of said Lot 1 and the westerly line of said 191.740 acre tract, a distance of 1,583.21 feet to the southeast corner of said Lot 1, common to the northeast corner of said Lot 2;

**THENCE** South 89°27'23" West, departing said the westerly line of said 191.740 acre tract and along the common line of said Lot 1 and said Lot 2, a distance of 1,074.66 feet to a point for corner, from which, a 1/2 inch iron rod found for the southwest corner of said Lot 1, common to an ell corner of said Lot 2 bears South 89°27'23" West, 108.40 feet;

**THENCE** North 00°36'20" West, departing the common line of said Lot 1 and said Lot 2 and crossing said Lot 1, a distance of 17.95 feet to a point for corner;

**THENCE** South 89°23'36" West, continuing across said Lot 1, passing en route the common line of said Lot 1 and said Lot 2, and continuing along the same course and crossing said Lot 2, for a total distance of 208.51 feet to a point for corner;

**THENCE** South 01°32'11" West, continuing across said Lot 2, a distance of 510.55 feet to a point for corner;

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**THENCE** North 01°29'58" East, along the approximate centerline of said F.M. Road No. 1385, a distance of 573.92 feet to a point for corner;

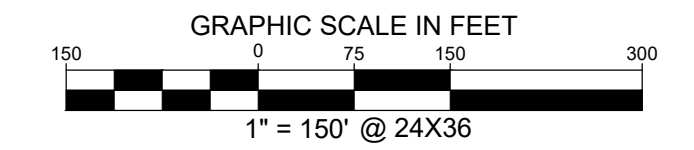
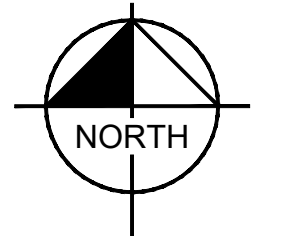
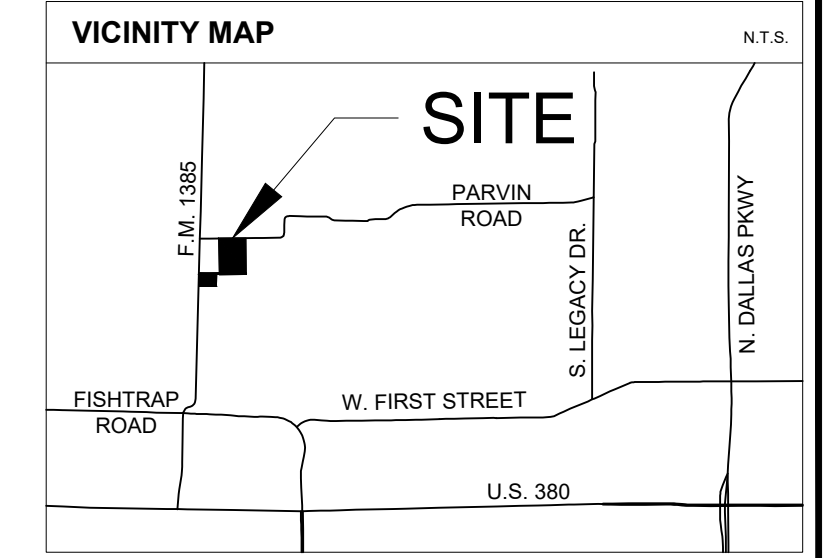
**THENCE** North 89°23'26" East, departing the approximate centerline of said F.M. Road No. 1385 and crossing said F.M. Road No. 1385, passing en route a 1/2 inch iron rod found for the northwest corner of said 0.404 acre right-of-way dedication, and continuing along the same course, and along the northerly line of said 0.404 acre right-of-way dedication and said Lot 2, a distance of 940.00 feet to a 1/2 inch iron rod found for a northeast corner of said Lot 2, on the westerly line of aforesaid Lot 1;

**THENCE** North 00°35'37" West, along the westerly line of said Lot 1 and along the westerly line of aforesaid 1.558 acre right-of-way dedication, a distance of 1,498.96 feet to the northwest corner of said 1.558 acre right-of-way dedication, same being in the approximate centerline of said Parvin Road;

**THENCE** North 89°23'14" East, along the northerly line of said 1.558 acre right-of-way dedication and along the approximate centerline of said Parvin Road, a distance of 1,184.50 feet to the **POINT OF BEGINNING** and containing 54.212 acres (2,361,489 square feet) of land, more or less.

**NOTES:**

- All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9998493926859797.
- According to Map No. 48121C0270G and 48121C0410G, dated April 18, 2011 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Collin County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is located Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain". If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
- The thoroughfare alignment(s) are shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at the time of Final Plat.



**LEGEND**

P.O.B. = POINT OF BEGINNING  
 IRFC = IRON ROD W/CAP FOUND  
 IRF = IRON ROD FOUND  
 XF = "X" CUT FOUND  
 INST. = INSTRUMENT  
 DOC. = DOCUMENT  
 NO. = NUMBER  
 VOL. = VOLUME  
 PG. = PAGE  
 D.R.D.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS  
 O.R.D.C.T. = OFFICIAL RECORDS, DENTON COUNTY, TEXAS  
 P.R.D.C.T. = PLAT RECORD, DENTON COUNTY, TEXAS

**EXHIBIT A-2: BOUNDARY EXHIBIT  
 ZONE-26-0003  
 54.212 ACRES**

THE F. WILKERSON SURVEY, ABSTRACT NO. 1411  
 THE J. MORTON SURVEY, ABSTRACT NO. 793  
 TOWN OF PROSPER, DENTON COUNTY, TEXAS  
 DATE PREPARED: 05/13/2026

*Sylviana Gunawan*  
 SYLVIANA GUNAWAN  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 6461  
 6160 WARREN PKWY., SUITE 210  
 FRISCO, TEXAS 75034  
 PH. 972-335-3580  
 sylviana.gunawan@kimley-horn.com



<b>Kimley»Horn</b>					
6160 Warren Parkway, Suite 210 Frisco, Texas 75034			FIRM # 10193822		Tel. No. (972) 335-3580 Fax No. (972) 335-3779
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 150'	JCC	KHA	05/13/2026	068625036	1 OF 1
OWNER: D9-1 Assets, LLC 8794 Markham Drive Frisco, Texas 75035 Ph: 469-939-5405 Contact: Srinivas Maram					
OWNER: D9 Assets, LLC 8794 Markham Drive Frisco, Texas 75035 Ph: 469-939-5405 Contact: Srinivas Maram					
ENGINEER: Kimley-Horn and Associates, Inc. 260 East Davis Street, Suite 100 McKinney, Texas 75069 Ph: 469-301-2594 Contact: Rachel Korus, P.E.					

**ZONE-26-0003**

**EXHIBIT “B”**

**STATEMENT OF INTENT AND PURPOSE**

The purpose of this Planned Development is to allow a mixed-use development anchored by a world-class tennis center. The tennis center will feature a comprehensive mix of indoor and outdoor tennis courts, indoor pickleball courts, and year-round aquatic amenities, including both indoor and outdoor swimming pools. In addition, the center will include a fully equipped fitness center, dedicated studios for yoga and cycling, and supporting amenities such as a pro shop and food and beverage offerings, including alcohol service. The proposed base zoning is Commercial (C) District, with several uses added and several prohibited that are currently permitted in the Commercial (C) District. Development Standards are also proposed accordingly with this application. The proposal includes an extension of Bothwell Boulevard across Parvin Road through the Property to FM 1385. This section of Bothwell Boulevard will be a pedestrian-oriented street that includes a roundabout for additional traffic-calming purposes. Uses include a tennis center, with multiple tennis courts and associated facilities and parking, and hotel, office, retail, and restaurant uses.

**ZONE-26-0003**

**EXHIBIT "C"**

**PLANNED DEVELOPMENT STANDARDS**

**A. Conformance with the Town's Zoning Ordinance and Subdivision Ordinance.**

1. Unless expressly identified and referenced within this ordinance, the regulations of the Town's Zoning Ordinance (Ordinance No. 05-20), as it exists on the date of approval of this Planned Development, and the Subdivision Ordinance, as it exists on the date of approval of this Planned Development, shall apply. Upon approval by the Town Council of the ordinance establishing this District, this District is vested in accordance with Tex. Loc Gov't Code Ch. 245 and this Planned Development Ordinance, inclusive of exhibits herein, is a vesting document for purposes of Chapter 245 of the Texas Local Government Code.
2. The zoning exhibits attached and incorporated into this Planned Development shall serve as a guide for development of the Property. The ultimate layout (including streets, site layout, building uses, and open space areas) shall be determined at the time of Preliminary Site Plan by the Planning & Zoning Commission.
3. This Planned Development document shall be the governing document for development of the Property and in the event of any conflict or inconsistency between any Town Ordinances and this document, the terms and provisions of this Planned Development shall control. This PD document is a vesting document for purposes of Chapter 245 of the Texas Local Government Code.
4. This Planned Development is in compliance with the Town's Comprehensive Plan and meets or exceeds Goals and Objectives identified throughout the Prosper Comprehensive Plan.

**B. Exhibits.** Use and development of the Property shall be in general conformance with the following exhibits:

1. Exhibit A-1, Metes & Bounds
2. Exhibit A-2, Survey
3. Exhibit B, Statement of Intent and Purpose
4. Exhibit C, Planned Development Standards
5. Exhibit D, Conceptual Plan
6. Exhibit E, Tentative Development Schedule
7. Exhibit F, Character Images

8. Exhibit G, Open Space/Green Space Plan
9. Exhibit H, Phasing

**C. Conceptual Plan:**

1. Development of the Property shall be in general conformance with the Conceptual Plan attached hereto as Exhibit D. General locations of proposed uses are generally shown on the Conceptual Plan. Specific locations of proposed land uses will be shown on a Preliminary Site Plan.
2. The Director of Development Services or his/her designee may approve a minor amendment to the Conceptual Plan. Minor amendments are limited to minor changes in the Conceptual Plan that otherwise comply with this Planned Development District and do not:
  - a. alter the basic relationship of the proposed development to adjacent property;
  - b. increase a height shown on the original Conceptual Plan by more than 10 percent or 12 feet, whichever is less, provided there is no increase in the number of habitable stories or parking levels above grade;
  - c. decrease the amount of off-street parking ratios shown on the Conceptual Plan; or
  - d. reduce building setbacks at the boundary of the site shown on the Conceptual Plan.
3. Disapproval of a minor amendment request may be appealed by the Developer to the Planning and Zoning Commission and Town Council (see article 4, § 4.1.6(B)(7) for appeal procedure).
4. All other amendments shall be considered major amendments and will be considered by the Planning and Zoning Commission at a public meeting in accordance with the same procedures and requirements for the approval of a plan.

**D. Uses:**

1. Except as otherwise stated herein, the following uses are permitted by right on the Property. Uses followed by an "(S)" suffix are permitted only by Specific Use Permit. Uses followed by an "(C)" are permitted with the Conditional Standards set forth for such uses in the Zoning Ordinance.
  - a. Civic/Convention Center
  - b. College, University, Trade, or Private Boarding School
  - c. Community Center

- d. Municipal Uses Operated by the Town of Prosper
- e. Museum/Art Gallery
- f. School, Private or Parochial
- g. Stealth Antenna, Commercial (C)
- h. Private Utility, Other Than Listed
- i. Administrative, Medical, or Professional Office
- j. Governmental Office
- k. Alcoholic Beverage Sales (C)
- l. Building Material and Hardware Sales, Minor
- m. Convenience Store with Gas Pumps (S)
- n. Convenience Store without Gas Pumps
- o. Retail Stores and Shops
- p. Artisan's Workshop
- q. Bank, Savings and Loan, or Credit Union
- r. Beauty Salon/Barber Shop
- s. Business Service
- t. Catering
- u. Child Care Center, Licensed (S)
- v. Child Care Center, Incidental (S)
- w. Commercial Amusement, Indoor
- x. Dry Cleaning, Minor
- y. Gymnastics/Dance Studio
- z. Health/Fitness Center
- aa. Hotel, Full Service
- bb. Massage Therapy, Licensed
- cc. Meeting/Banquet/Reception Facility
- dd. Pet Day Care (S)
- ee. Print Shop, Minor
- ff. Restaurant (C)
- gg. Restaurant, Drive In (C)
- hh. Restaurant, Drive-Through (S)
- ii. Theater, Neighborhood
- jj. Theater, Regional
- kk. Mobile Food Vendor (S)
- ll. Retail/Service Incidental Use

**E. Development Standards.** Development of the Property shall be in general conformance with the Commercial (C) District Regulations as set forth in the Town's Zoning Ordinance (Ordinance No. 05-20 as it currently exists) and the Subdivision Ordinance (Ordinance No. 17-41 as it currently exists) as modified herein.

1. Minimum lot dimensions.

- a. Minimum lot width is 100 feet.
  - b. Minimum lot depth is 100 feet.
2. Front Yard Setback. Minimum 30 feet.
3. Side Yard Setback.
  - a. Minimum 15 feet when adjacent to a non-residential zoning district.
  - b. Minimum 30 feet when building is 1-story and adjacent to a residential zoning district.
  - c. Minimum 60 feet when building is 2 or more stories and adjacent to a residential zoning district.
  - d. Minimum 30 feet when adjacent to a public street.
  - e. No minimum for internal side yards.
4. Rear Yard Setback.
  - a. Minimum 15 feet when adjacent to a non-residential zoning district. The minimum side yard setback may be eliminated for attached retail buildings on separate lots as shown on an approved site plan.
  - b. Minimum 30 feet when building is 1-story and adjacent to a residential zoning district.
  - c. Minimum 60 feet when building is 2 or more stories and adjacent to a residential zoning district.
5. Height.
  - a. Maximum building height is 40 feet, except that the maximum building height for a Hotel, full service (not extended stay) is 55 feet.
6. Floor to Area Ratio. Maximum 0.5:1.
7. Lot Coverage. Maximum 40%.
8. Building Area. Building square footage may be increased subject to compliance with the other Development Standards.
9. Parking.
  - a. Required parking for a use may be located on another lot so long as the lot providing the required parking still satisfies minimum parking requirements after allocating excess parking to the receiving lot. Shared parking shall not be greater than 600 feet from the use being served and shall be subject to a shared parking agreement.
  - b. Required parking for sport courts: 8 spaces per court.
10. Required Screening along the East property line. Where the development directly borders Single-Family Residential properties, a continuous Living

Screen Wall may be provided in lieu of a six foot masonry wall, designed as follows provided it is approved by the Planning & Zoning Commission:

- a. A continuous row of evergreen shrubs offset 3' from the property line, planted 4' on center.
- b. Shrubs must be 4' height at the time of planting and have a mature height of 6' minimum.

However, a Living Screen Wall is not required where it would conflict with the following:

- i. Vehicular drives ingress/egress and associated visibility triangles.
- ii. Required buffer trees spaced 30' O.C.
- iii. Public or private sidewalks and pedestrian paths.
- iv. Existing or proposed utility infrastructure and easements.

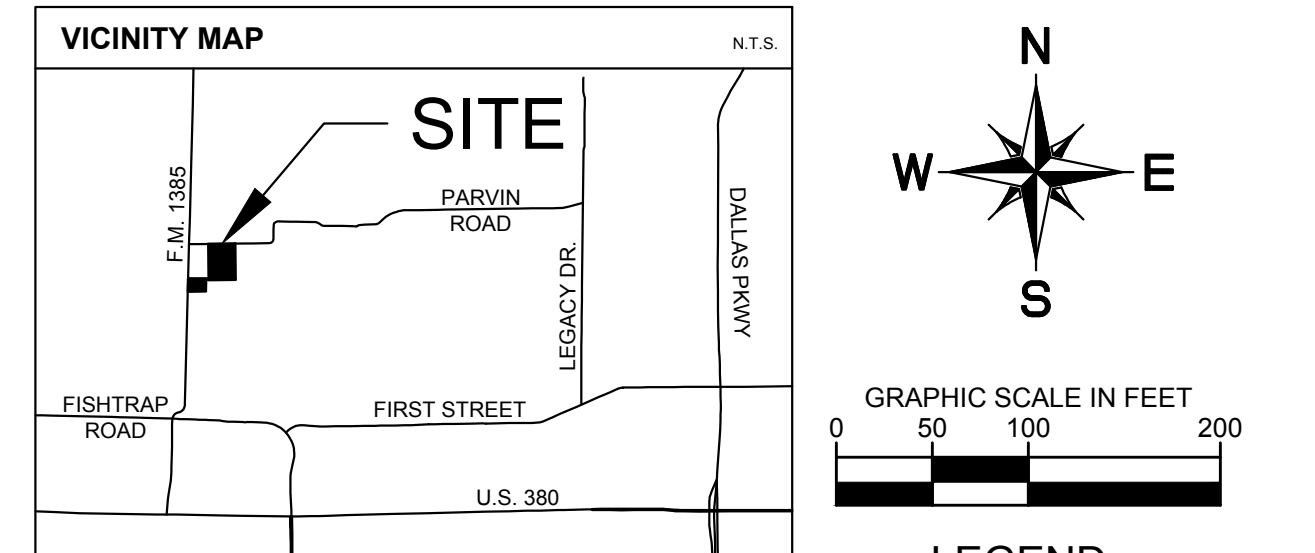
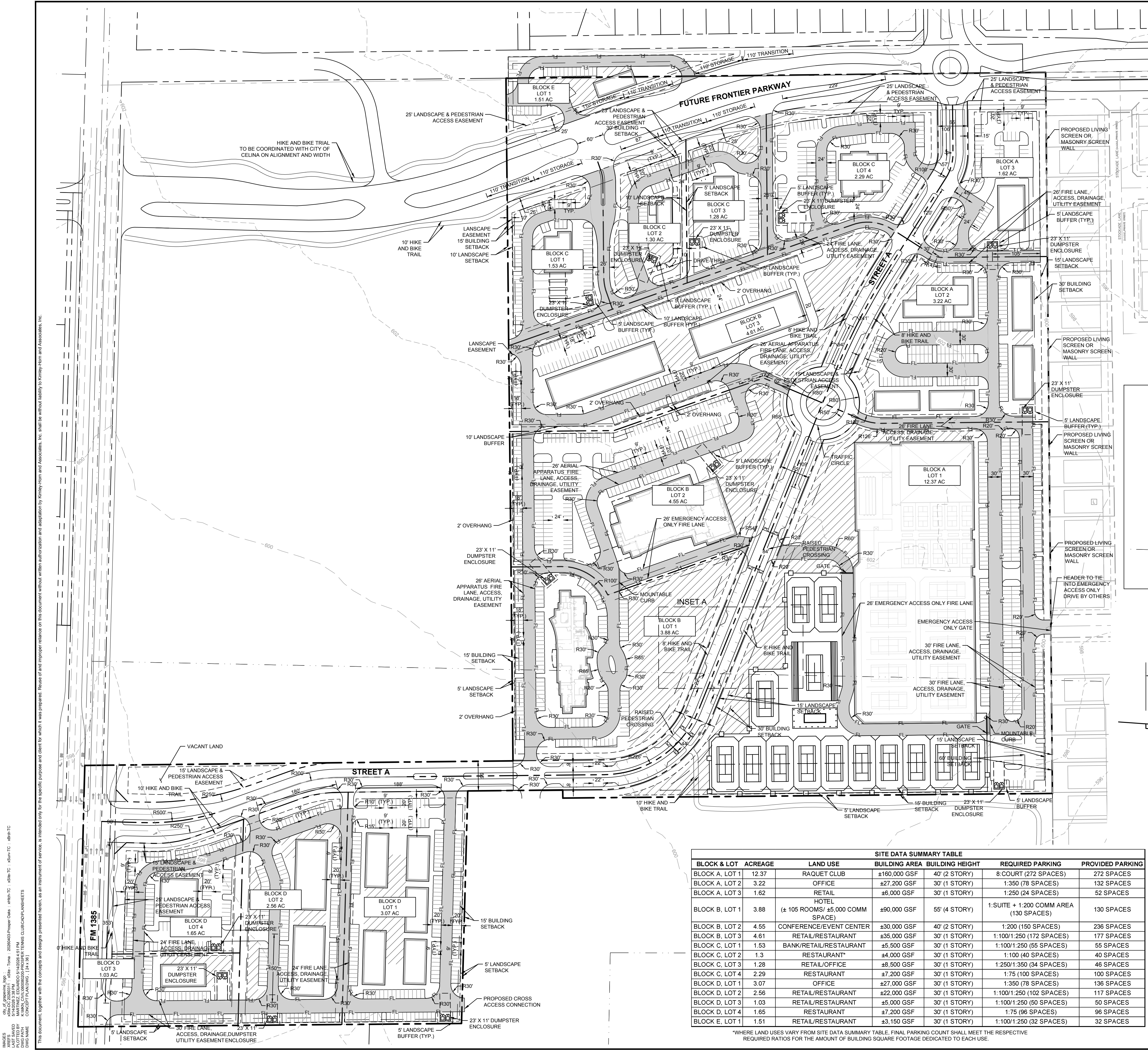
11. Exterior appearance of buildings and structures. Building and structures shall generally comply with the Character Images attached hereto as Exhibit F. Each building façade shall consist of a minimum of 80% masonry materials as defined in the Town's Zoning Ordinance. Non-masonry exterior materials shall only start at 10'-0" above the ground level finish floor elevation.

12. Open Space. Each lot shall provide a minimum of five (5) percent open space, provided, Open Space for the entire Property shall be a minimum of twelve (12%) percent in the aggregate.

13. Open Space Amenities: Open Space amenities may include, but not be limited to, the following and shall be in general conformance with the amenities shown in Exhibit F, Character Images, and Exhibit G, the Open Space/Green Space Plan:

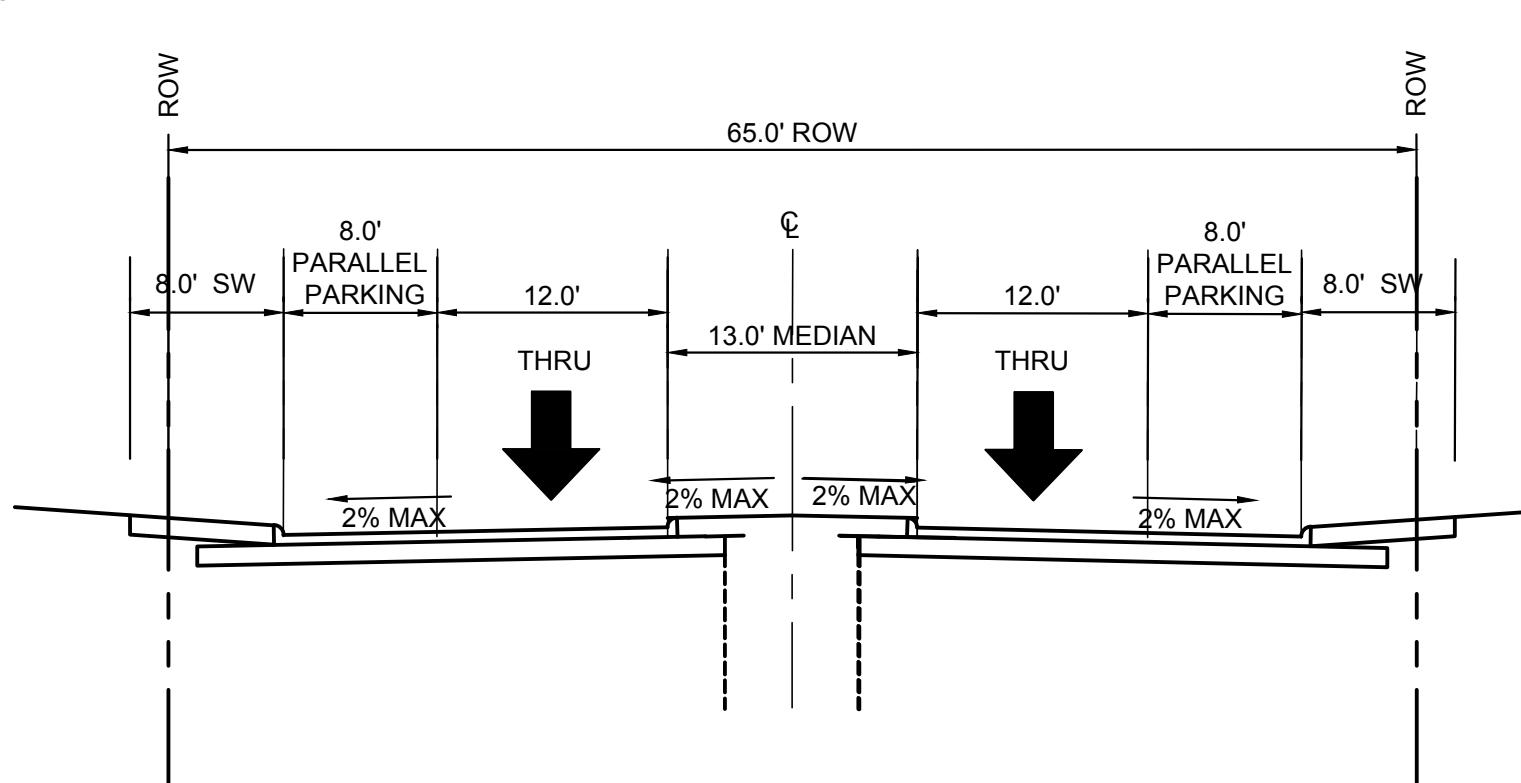
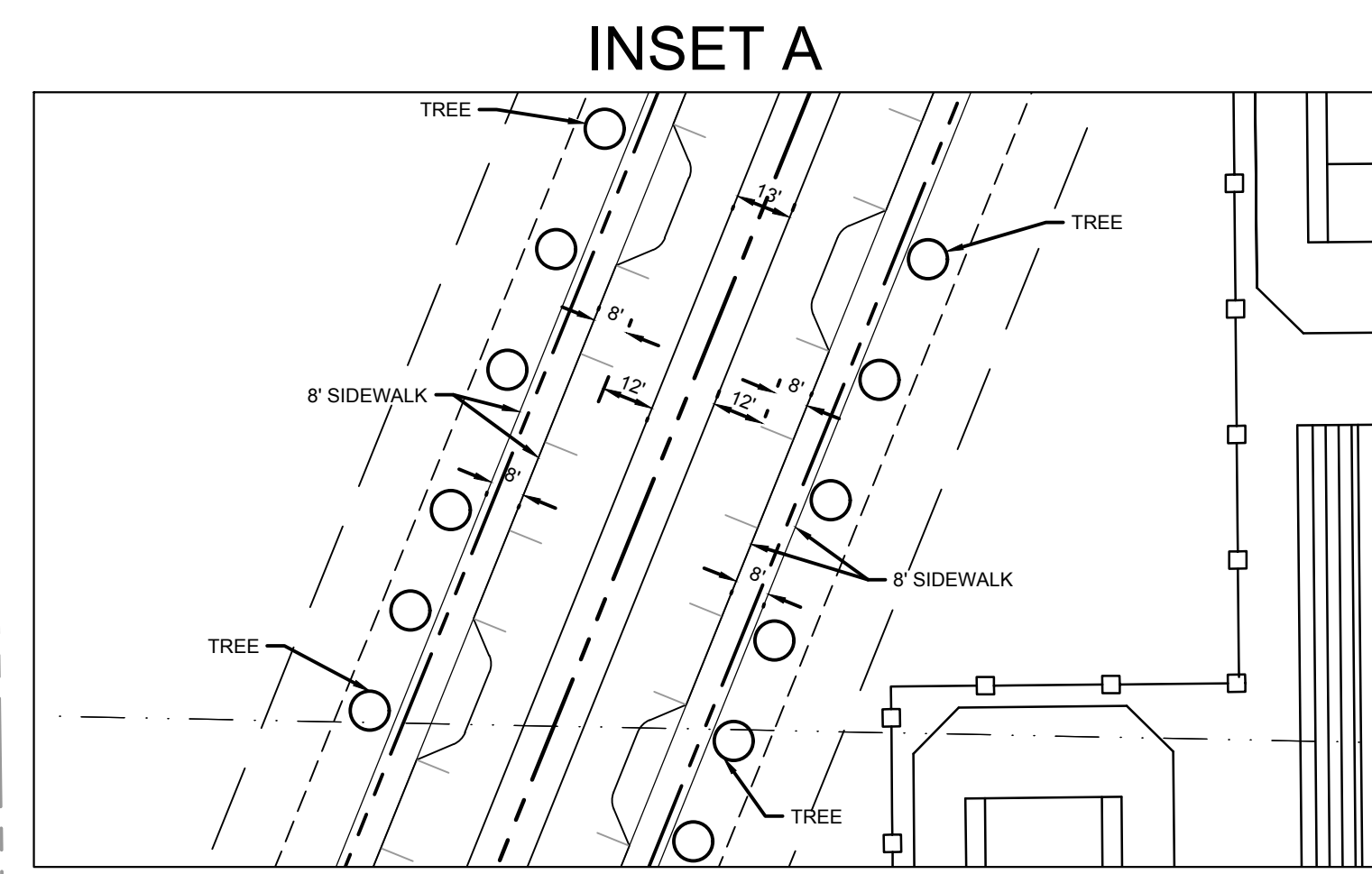
- a. Open space and green space
- b. Outdoor event space / Pavilion
- c. Performance venue
- d. Art / Sculpture Features
- e. Benches and seating
- f. Shaded structures
- g. Pedestrian-scale lighting including festoon lighting
- h. Splash pad(s)
- i. Game Lawn Areas such as Bocce Ball, Cornhole, etc.
- j. Playground equipment, fitness equipment and similar interactive recreational equipment
- k. Other amenities as determined by the Director of Development Services

14. Proposed Roadway. The proposed roadway shall be constructed in general conformance with the cross-section and in the location as generally shown on the Conceptual Plan. Street parking is permitted to be included in the proposed roadway. In addition, for the purpose of creating an aesthetically pleasant and pedestrian-friendly environment, street trees and street furniture such as benches, street lights, and trash receptacles are allowed to be located within the public right-of-way subject to Town approval. A public realm plan will be submitted at the time of Site Plan which will include benches, trash receptacles, etc. and a license agreement to identify maintenance responsibilities.



- LEGEND**
- FL PROPOSED FIRE LANE
  - PROPOSED BUILDING
  - OPEN SPACE
  - PROPOSED ROW/LOT LINE
  - PROPOSED SETBACK
- NOTES**
- THE THOROUGHFARE ALIGNMENT SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT THE TIME OF FINAL PLAT.
  - NO 100-YEAR FLOODPLAIN EXISTS ON THE SITE.
  - STREET A AND BLOCK A, LOT 1 (INCLUDING OPEN SPACE EAST OF STREET A) TO BE IN PHASE 1.
  - ALL PAD SITES WITH A CSR SHALL MEET THE TOWN OF PROSPER DRIVE-THRU REQUIREMENTS.
    - PROVISION OF AN ESCAPE LANE (9') FROM ENTRY TO EXIT.
    - FIVE STACKING SPACES (100') FROM FIRST ORDER POINT.
    - ONE STACKING SPACE AFTER PICK UP POINT (20').
    - LANDSCAPE ISLAND AROUND DRIVE-THROUGH LANES (5').
    - INCREASED PERIMETER LANDSCAPE BUFFERS (10').
  - APPROVAL OF THE CONCEPTUAL PLAN DOES NOT AUTOMATICALLY APPROVE OSR. SPECIAL USE PERMIT IS STILL REQUIRED.
  - TRAFFIC IMPACT ANALYSIS SHALL BE PROVIDED PRIOR TO APPROVAL OF A PRELIMINARY SITE PLAN.

- FIRE ZONING NOTES**
- ZONING DOES NOT INCLUDE COMPLIANCE WITH TOWN FIRE CODE, NOR DOES IT INCLUDE FIRE HYDRANTS, AND FIRE LANE ARRANGEMENTS. REVIEW OF THE ZONING DOES NOT GRANT OR OTHERWISE PROVIDE SAID APPROVAL TO THE TOWN FIRE CODE. FULL COMPLIANCE WILL BE REVIEWED DURING PSP AND SP SUBMITTAL, AND MAY REQUIRE THE SITE IS RECONFIGURED AND MODIFIED FROM THAT SHOWN IN THE CONCEPT PLAN AND/OR ZONING EXHIBIT.
  - EMERGENCY ACCESS ONLY FIRE LANES TO BE FINISHED WITH STAMPED AND STAINED CONCRETE, OR COMPARABLE PAVING TREATMENT, DESIGNED TO VISUALLY INTEGRATE WITH AND COMPLEMENT THE SURROUNDING LANDSCAPE AND HARDSCAPE ELEMENT, SUBJECT TO FIRE ACCESS REQUIREMENT AND JURISDICTIONAL APPROVAL.



SITE DATA SUMMARY TABLE						
BLOCK & LOT	ACREAGE	LAND USE	BUILDING AREA	BUILDING HEIGHT	REQUIRED PARKING	PROVIDED PARKING
BLOCK A, LOT 1	12.37	RAQUET CLUB	±160,000 GSF	40' (2 STORY)	8: COURT (272 SPACES)	272 SPACES
BLOCK A, LOT 2	3.22	OFFICE	±27,200 GSF	30' (1 STORY)	1:350 (78 SPACES)	132 SPACES
BLOCK A, LOT 3	1.62	RETAIL	±6,000 GSF	30' (1 STORY)	1:250 (24 SPACES)	52 SPACES
BLOCK B, LOT 1	3.88	HOTEL (± 105 ROOMS/ ±5,000 COMM SPACE)	±90,000 GSF	55' (4 STORY)	1: SUITE + 1:200 COMM AREA (130 SPACES)	130 SPACES
BLOCK B, LOT 2	4.55	CONFERENCE/EVENT CENTER	±30,000 GSF	40' (2 STORY)	1:200 (150 SPACES)	236 SPACES
BLOCK B, LOT 3	4.61	RETAIL/RESTAURANT	±35,000 GSF	30' (1 STORY)	1:100/1:250 (172 SPACES)	177 SPACES
BLOCK C, LOT 1	1.53	BANK/RETAIL/RESTAURANT	±5,500 GSF	30' (1 STORY)	1:100/1:250 (55 SPACES)	55 SPACES
BLOCK C, LOT 2	1.3	RESTAURANT*	±4,000 GSF	30' (1 STORY)	1:100 (40 SPACES)	40 SPACES
BLOCK C, LOT 3	1.28	RETAIL/OFFICE	±8,500 GSF	30' (1 STORY)	1:250/1:350 (34 SPACES)	46 SPACES
BLOCK C, LOT 4	2.29	RESTAURANT	±7,200 GSF	30' (1 STORY)	1:75 (100 SPACES)	100 SPACES
BLOCK D, LOT 1	3.07	OFFICE	±27,000 GSF	30' (1 STORY)	1:350 (78 SPACES)	136 SPACES
BLOCK D, LOT 2	2.56	RETAIL/RESTAURANT	±22,000 GSF	30' (1 STORY)	1:100/1:250 (102 SPACES)	117 SPACES
BLOCK D, LOT 3	1.03	RETAIL/RESTAURANT	±5,000 GSF	30' (1 STORY)	1:100/1:250 (50 SPACES)	50 SPACES
BLOCK D, LOT 4	1.65	RESTAURANT	±7,200 GSF	30' (1 STORY)	1:75 (96 SPACES)	96 SPACES
BLOCK E, LOT 1	1.51	RETAIL/RESTAURANT	±3,150 GSF	30' (1 STORY)	1:100/1:250 (32 SPACES)	32 SPACES

\*WHERE LAND USES VARY FROM SITE DATA SUMMARY TABLE, FINAL PARKING COUNT SHALL MEET THE RESPECTIVE REQUIRED RATIOS FOR THE AMOUNT OF BUILDING SQUARE FOOTAGE DEDICATED TO EACH USE.

**ZONE-26-0003**  
**EXHIBIT D**  
**VOLLEYS VILLAGE**  
**BLOCK A LOTS 1-3, BLOCK B LOTS 1-3,**  
**BLOCK C LOTS 1-4, BLOCK D LOTS 1-4,**  
**BLOCK E LOT 1**  
**Being 54.21 Acres Out Of The**  
**F. WILKERSON SURVEY, ABSTRACT NO. 1411**  
**AND J. MORTON SURVEY, ABSTRACT NO. 793**  
**Town of Prosper, Denton County, Texas**  
**Submitted: MARCH 31, 2026**

**Owner:**  
 D9+ Assets, LLC  
 8794 Markham Drive  
 Frisco, TX 75035  
 Contact: Srinivas Maram  
 Phone: (469) 939-5405

**Engineer/Surveyor:**  
 Kimley-Horn and Associates, Inc.  
 280 East Davis Street Suite 100  
 McKinney, Texas 75069  
 Contact: Rachel Korus, P.E.  
 Phone: (469) 301-2594

DATE: 03/03/2026  
 TIME: 10:00 AM  
 PROJECT: VOLLEYS VILLAGE  
 SHEET: CONCEPTUAL PLAN  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

**Kimley-Horn**  
 280 East Davis Street, Suite 100, McKinney, TX 75069  
 Phone: 469-301-2590 Fax: 972-239-3820  
 WWW.KIMLEY-HORN.COM TX F-928

**PRELIMINARY**  
 Not for construction or permit purposes.

**Kimley-Horn**  
 Engineer: DOUGLAS A. KORUS  
 P.E. No. 132469 Over 25000000X

KHA PROJECT: 06000200  
 DATE: MARCH 2026  
 SCALE: AS SHOWN  
 DESIGNED BY: RAK  
 DRAWN BY: EMI  
 CHECKED BY: RAK

**PROSPER TENNIS CLUB**  
 PROSPER, TEXAS

**EXHIBIT D - CONCEPTUAL PLAN**

SHEET NUMBER: 1

## **ZONE-26-0003**

### **EXHIBIT “E”**

#### **TENTATIVE DEVELOPMENT SCHEDULE**

The phasing and development of this project is dependent upon market conditions. The following is a tentative anticipated construction schedule:

##### Phase 1:

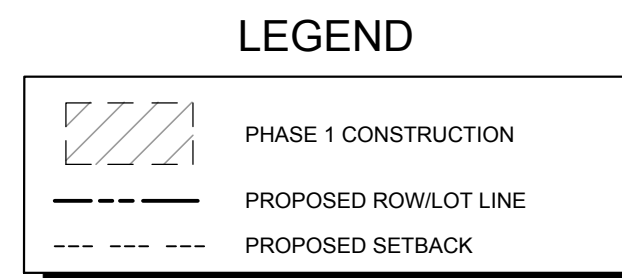
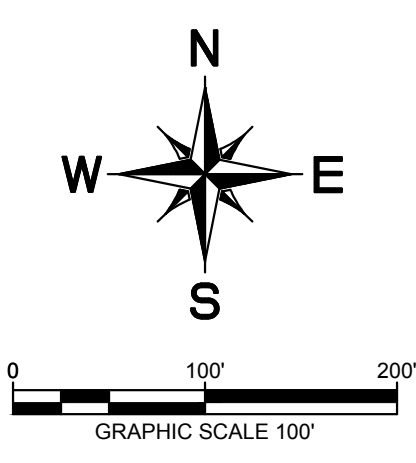
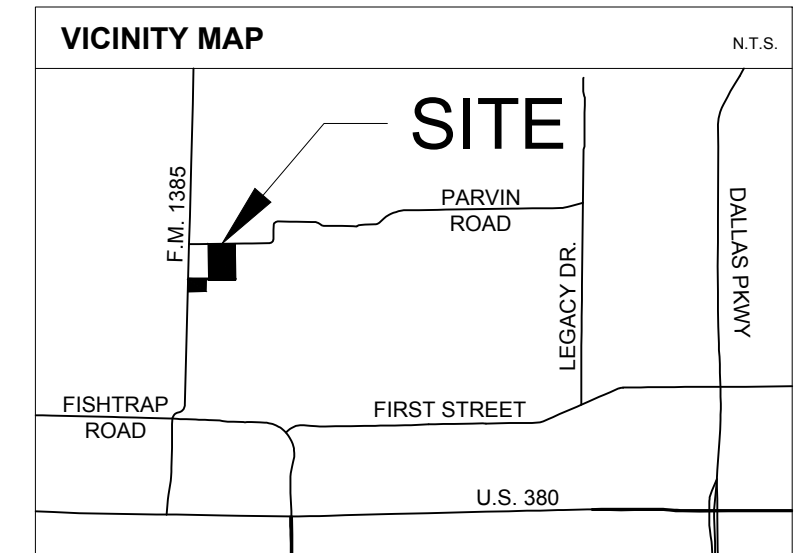
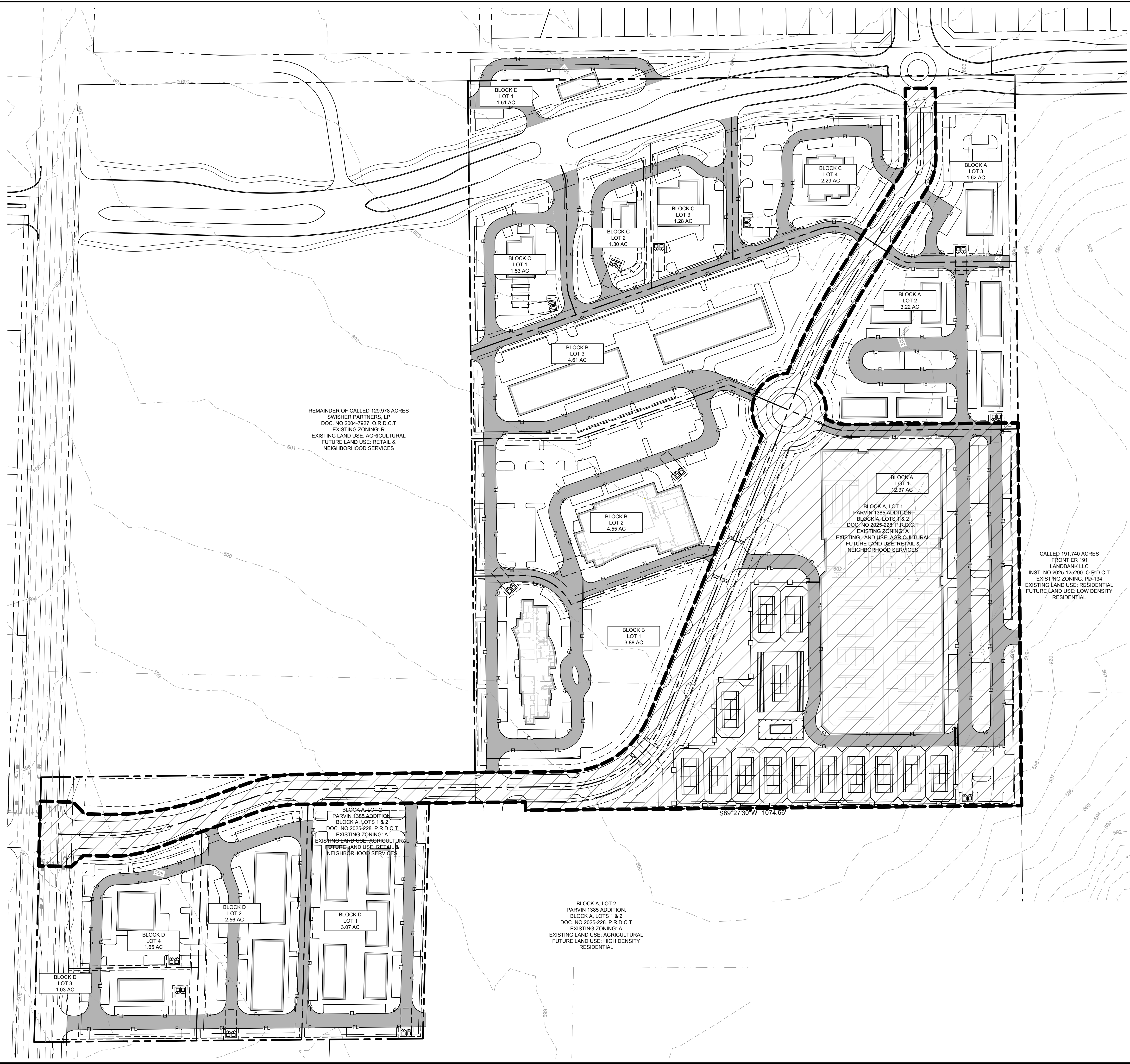
- Tennis Club
  - Indoor and outdoor tennis courts
  - Indoor pickleball courts
  - Year-round aquatic amenities, including both indoor and outdoor swimming pools
  - Fully equipped fitness center
  - Yoga and cycling studios
  - Supporting amenities such as a pro shop and food and beverage offerings, including alcohol service
- Street A
- Open space on Block A, Lot 1.
- Construction is estimated to take 12-18 months.

Subsequent phases shall follow based on market conditions.

Full build-out is estimated to be achieved in 3-5 years.

DATE: 03/23/2026  
 TIME: 10:00 AM  
 DRAWN BY: KIMLEY-HORN AND ASSOCIATES, INC.  
 CHECKED BY: RAK

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse and improper reliance on this document without written authorization and delineation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



No.	REVISIONS	DATE	BY

**Kimley»Horn**  
 © 2026 KIMLEY-HORN AND ASSOCIATES, INC.  
 260 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069  
 PHONE: 469-301-2586 FAX: 972-239-3820  
 WWW.KIMLEY-HORN.COM TX F-928

**PRELIMINARY**  
 FOR REVIEW ONLY  
 Not for construction or permit purposes.  
**Kimley»Horn**  
 Engineer: LOUCEL A. KORUS  
 P.E. No. 122465 Over 25000000X

KHA PROJECT	DATE	SCALE	DESIGNED BY	RAK	EMI	RAK
060080200	MARCH 2026	AS SHOWN	RAK			

**PROSPER TENNIS CLUB**  
 PROSPER, TEXAS

**ZONE-26-0003**  
**EXHIBIT E-1**  
**VOLLEYS VILLAGE**  
**BLOCK A LOTS 1-3, BLOCK B LOTS 1-3,**  
**BLOCK C LOTS 1-4, BLOCK D LOTS 1-4,**  
**BLOCK E LOT 1**  
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**Owner:**  
 D9-1 Assets, LLC  
 8794 Markham Drive  
 Frisco, TX 75035  
 Contact: Srinivas Maram  
 Phone: (469) 939-5405

**Engineer/Surveyor:**  
 Kimley-Horn and Associates, Inc.  
 260 East Davis Street Suite 100  
 McKinney, Texas 75069  
 Contact: Rachel Korus, P.E.  
 Phone: (469) 301-2594

**EXHIBIT E-1 - PHASING PLAN**  
 SHEET NUMBER  
**1**

**EXHIBIT "F"**  
**CHARACTER IMAGES**

Character of Central Open Space including landscape, public art, open space and performance venue.



General Character of Public Open Space



Possible Uses for General Public  
Open Space: gatherings, farmers  
markets, craft fairs, etc.



Example of Amenities Located in Public Open Space



Example of Recreational Areas for Use by All Age Groups



Example of Recreational Areas for Use by All Age Groups



Fitness Equipment integrated into Public Open Space



General Streetscape with proximity of landscape to traffic and pedestrian circulation



General Character of Retail Development



General Character of Garden Office



General Character of Garden Office



General Character of Retail Development



General Character of Retail Development



General Character of Hotel Development



General Character of Event Center



General Character of Tennis Academy





## **VOLLEYS VILLAGE DEVELOPMENT AGREEMENT**

**THIS VOLLEYS VILLAGE DEVELOPMENT AGREEMENT** (“Agreement”) is entered into by and between the Town of Prosper, Texas (“Town”), and D9 Assets 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 Volleys Village (“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. **Applicability of Town Ordinances.** Developer shall develop the Property, and construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes.

6. **Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages

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

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

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

If to Developer:         D9 Assets LLC  
                                  Srinivas Maram  
                                  8794 Markham Drive  
                                  Frisco, TX 75035

9. **Prevailing Party.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

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

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

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

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

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

**15. Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to nonbinding mediation.

**16. Notification of Sale or Transfer; Assignment of Agreement.** Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become a Developer of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound

by this Agreement. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor Developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

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

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

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

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

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

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

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

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

**25. Rough Proportionality.** Developer hereby agrees that any land or property donated and/or dedicated pursuant to this Agreement, whether in fee simple or otherwise, to the Town relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

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

**(REMAINDER 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 DENTON        )**

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:**

**D9 ASSETS LLC**

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

Name: Srinivas Maram

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

**STATE OF TEXAS            )**

**)**

**COUNTY OF \_\_\_\_\_ )**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2026, by Srinivas Maram on behalf of D9 Assets 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)**

**EXHIBIT A-1: WRITTEN METES AND BOUNDS**  
**ZONE-26-0003**

**BEING** a tract of land situated in the F. Wilkerson Survey, Abstract No. 1411 and the J. Morton Survey, Abstract No. 793, Town of Prosper, Denton County, Texas, and being a portion of Lot 1, Block A and a portion of Lot 2, Block A of Parvin 1385 Addition, Block A, Lots 1 and 2, according to the plat thereof recorded in Document No. 2025-228 of the Plat Records of Denton County, Texas, and all of a called 1.558 acre right of way and all of a called 0.404 acre right of way dedicated in said Parvin 1385 Addition, Block A, Lots 1 and 2, the east half of F.M. Road No. 1385, a variable width right-of-way, and the south half of Parvin Road, a variable width right-of-way, and being more particularly described as follows:

**BEGINNING** at a 1/2 inch iron rod found in said Parvin Road, for the northwest corner of a called 191.740 acre tract of land described in a deed to Frontier Landbank LLC, recorded in Instrument No. 2025-125290 of the Official Records of Denton County, Texas, common to the northeast corner of said 1.558 acre right-of-way dedication, same also being on the southerly line of Sutton Fields Phase 4A, an addition to the City of Celina, Texas, according to the plat thereof recorded in Instrument No. 2023-294 of the Plat Records of Denton County, Texas;

**THENCE** South 00°32'30" East, departing said Parvin Road and the southerly line of said Sutton Fields Phase 4A, along the easterly line of said 1.558 acre right-of-way dedication, the easterly line of said Lot 1 and the westerly line of said 191.740 acre tract, a distance of 1,583.21 feet to the southeast corner of said Lot 1, common to the northeast corner of said Lot 2;

**THENCE** South 89°27'23" West, departing said the westerly line of said 191.740 acre tract and along the common line of said Lot 1 and said Lot 2, a distance of 1,074.66 feet to a point for corner, from which, a 1/2 inch iron rod found for the southwest corner of said Lot 1, common to an ell corner of said Lot 2 bears South 89°27'23" West, 108.40 feet;

**THENCE** North 00°36'20" West, departing the common line of said Lot 1 and said Lot 2 and crossing said Lot 1, a distance of 17.95 feet to a point for corner;

**THENCE** South 89°23'36" West, continuing across said Lot 1, passing en route the common line of said Lot 1 and said Lot 2, and continuing along the same course and crossing said Lot 2, for a total distance of 208.51 feet to a point for corner;

**THENCE** South 01°32'11" West, continuing across said Lot 2, a distance of 510.55 feet to a point for corner;

**THENCE** South 89°30'12" West, continuing across said Lot 2, passing en route a 1/2 inch iron rod with busted plastic cap found for an ell corner of said Lot 2, common to the northeast corner of Block A, Lot 1 of Brazos Electric Parvin Substation Addition, Block A, Lot 1, an addition to the Town of Prosper, Texas, according to the plat thereof recorded in Document No 2020-418 of the Plat Records of Denton County, Texas, and continuing along the same course and along the

southerly line of said Lot 2, the southerly line of said 0.404 acre right-of-way dedication, the northerly line of said Block A, Lot 1, the northerly line of a 30-foot wide right-of-way dedicated in said Brazos Electric Parvin Substation Addition, and crossing said F.M. Road No. 1385, for a total distance of 841.87 feet to the approximate centerline of said F.M. Road No. 1385;

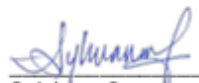
**THENCE** North 01°29'58" East, along the approximate centerline of said F.M. Road No. 1385, a distance of 573.92 feet to a point for corner;

**THENCE** North 89°23'26" East, departing the approximate centerline of said F.M. Road No. 1385 and crossing said F.M. Road No. 1385, passing en route a 1/2 inch iron rod found for the northwest corner of said 0.404 acre right-of-way dedication, and continuing along the same course, and along the northerly line of said 0.404 acre right-of-way dedication and said Lot 2, a distance of 940.00 feet to a 1/2 inch iron rod found for a northeast corner of said Lot 2, on the westerly line of aforesaid Lot 1;

**THENCE** North 00°35'37" West, along the westerly line of said Lot 1 and along the westerly line of aforesaid 1.558 acre right-of-way dedication, a distance of 1,498.96 feet to the northwest corner of said 1.558 acre right-of-way dedication, same being in the approximate centerline of said Parvin Road;

**THENCE** North 89°23'14" East, along the northerly line of said 1.558 acre right-of-way dedication and along the approximate centerline of said Parvin Road, a distance of 1,184.50 feet to the **POINT OF BEGINNING** and containing 54.212 acres (2,361,489 square feet) of land, more or less.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983(2011).

  
05/13/2026  
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**EXHIBIT B**  
**(Building Design and Materials)**

**EXTERIOR APPEARANCE OF BUILDINGS:**

A. Architectural Standards

1. Architectural style requirements are to be provided in accordance with the Design Standards for Office, Retail, Restaurant, Service, Automobile, Commercial, and Mixed-Use Development Standards of the Town of Prosper's Unified Development Code, Article 2, Section 2.15.C in addition to the building material requirements below:
  - a. Masonry materials shall constitute a minimum 80% of an elevation and are defined as clay fired brick, natural and manufactured stone, granite, marble, and stucco (three-step).
  - b. Non-masonry materials shall comprise a total of 20% or less of an elevation area. Non-masonry materials are only permitted at a minimum of ten feet above the ground level finish floor elevation.