Agenda

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, August 26, 2025
6:15 PM

Welcome to the Prosper Town Council Meeting.

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

Addressing the Town Council:

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

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

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

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

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

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

Presentations.

1. Proclamation declaring the month of September as National Preparedness Month. (RG)

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

2. Consider and act upon the minutes of the August 12, 2025, Town Council Work Session meeting. (MLS)

3. Consider and act upon the minutes of the August 12, 2025, Town Council Regular meeting. (MLS)

4. Consider and act upon the minutes of the August 14, 2025, Town Council Special meeting. (MLS)

5. Consider and act upon moving the September 9, 2025, Town Council Work Session and Regular meeting to Tuesday, September 16, 2025. (MLS)

6. Consider acceptance of the July monthly financial report for fiscal year 2025. (CL)

7. Consider and act upon a Resolution approving a Negotiated Settlement between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division regarding the Company's 2023 Rate Review Mechanism Filing; declaring the existing rates to be unreasonable; finding the rates to be set by the attached Settlement Tariffs to be reasonable and in the public interest; and approving an attachment establishing a benchmark for pensions and retiree medical benefits. (TW)

8. Consider and act upon a Resolution suspending a requested GRIP rate increase from CoServ Gas, Ltd. (TW)

9. Consider and act upon authorizing expenditures with SDB Contracting Services for remodeling services and ODP Business Solutions for furniture additions to the Town Hall I.T. Department for $260,642. (LJ)

10. Consider and act upon approving the Resolutions authorizing matching funds for projects submitted under the State and Local Cybersecurity Grant Program. (LJ)

11. Consider and act upon rejecting all bids related to Competitive Sealed Proposal (CSP) No. 2025-11-B for the Doe Branch Pedestrian Trail and Bridge, and direct staff to reduce the scope of the project to include only the northern section of trail along Fishtrap Road and Gee Road. (DB)

12. Consider and act upon authorizing the Town Manager to direct Wopac Construction, Inc. to construct two crosswalks in the amount of $122,240. (CJ)

13. Consider and act upon an ordinance adopting land use assumptions and a capital improvements plan and establishing impact fees for water, wastewater, and roadways, by amending Article 10.02, "Capital Improvements and Impact Fees," of the Town of Prosper Code of Ordinances. (DLH)

CITIZEN COMMENTS

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

REGULAR AGENDA:

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

Items for Individual Consideration:

14. Conduct a Public Hearing and consider and act upon a request to rezone 0.7± acres from Single Family-15 to Planned Development-Downtown Office on Collin County School Land Survey 12, Abstract 147, Tracts 39 & 177, located on the northwest corner of Lane Street and First Street. (ZONE-25-0001) (DH)

15. Conduct a Public Hearing and consider and act upon a request to amend the uses and conceptual layout of a portion of Subdistrict 2 and Subdistrict 3 of Planned Development-67, consisting of 258.3± acres on the west of Preston Road between US 380 (University Drive) and First Street. (ZONE-24-0012) (DH)

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

17. Conduct a Public Hearing and consider and act upon a request to amend the Future Land Use Plan from Medium Density Residential to High Density Residential, on 191.7± acres, located on the south side of Parvin Road and 2,070± feet east of FM 1385. (COMP-24-0002) (DH)

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

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

EXECUTIVE SESSION:

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

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

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

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

Section 551.089 - To deliberate security information collected, assembled, or maintained by or for a governmental entity to prevent, detect, or investigate criminal activity, pursuant to Section 2059.055 of the Texas Government Code, and all matters incident and related thereto.

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

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

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

Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Wednesday, August 20, 2025, and remained so posted at least three (3) business days before said meeting was convened.

_____ _____

Michelle Lewis Sirianni, Town Secretary Date Notice Removed

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

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

MINUTES

Prosper Town Council Work Session
Prosper Town Hall – Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, August 12, 2025

Call to Order/ Roll Call.

The meeting was called to order at 5:02 p.m.

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

Staff Members Present:
Mario Canizares, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Larenz Taylor, Management Analyst
Hulon Webb, Director of Engineering
Dan Heischman, Asst. Director of Engineering – Development
Pete Anaya, Asst. Director of Engineering – Capital Projects
Chris Landrum, Finance Director
Marcus Northcutt, Accounting Manager
Colin Ashby, Budget Analyst & Grants Administrator
David Hoover, Development Services Director
Todd Rice, Communications Director
Carrie Jones, Public Works Director
Stuart Blasingame, Fire Chief

EXECUTIVE SESSION:

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

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

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

Section 551.071 – To consult with the Town Attorney regarding legal matters associated with Town liability issues, and all matters incident and related thereto.

The Town Council recessed into Executive Session at 5:02 p.m.

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Reconvene into Work Session.

The Town Council reconvened at 5:21 p.m.

No action was taken.

Items for Individual Consideration:

1. **Discussion regarding short-term rental(s) policies and procedures. (CE)**

   Mr. Ewings presented the item noting under the current Town policy that short-term rentals are not permitted and are handled on a complaint basis. Benchmarking with neighboring municipalities was also provided.

   The Town Council requested staff to present and discuss the topic at the upcoming HOA President's meeting to receive their input and any feedback, and to explore the item further.

2. **Discussion regarding the proposed 2025 Bond Election. (RBS)**

   Mr. Scott presented the item with an overview of the six (6) recommendations from the Bond Committee including the amounts attached to each recommendation. Three draft ordinances have been prepared for consideration with a request to consider a revision to one of the referendums to broaden the wording to cover Downtown Imporovements versus only the silos. Mr. Scott noted that the Town intends only to issue up to it's debt service capacity; thereby no adjustment to the tax rate.

   Mr. Greene, Bond Committee Chair noted the committees support of the proposed recommendations including the proposed revision for the Downtown Improvements. The committee fully supports the investment into and for the Town for its future needs.

   The Town Council discussed the options and the proposed recommended revision.

EXECUTIVE SESSION:

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

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

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

Section 551.074 – To discuss and consider personnel matters, including the evaluation of the Town Manager, and all matters incident and related thereto.

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

Section 551.071 - To consult with the Town Attorney regarding legal matters associated with Town liability issues, and all matters incident and related thereto.

Section 551.074 - To discuss appointments to the Board of Adjustment/Construction Board of Appeals, Parks & Recreation Board, Library Board, Prosper Economic Development

DRAFT

Corporation Board, Planning & Zoning Commission, Community Engagement Committee, and the Downtown Advisory Committee, and all matters incident and related thereto.

The Town Council recessed into Executive Session at 5:54 p.m.

Reconvene into Work Session.

The Town Council reconvened at 6:19 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 6:19 p.m.

These minutes were approved on the 26th day of August 2025.

APPROVED:

_____

David F. Bristol, Mayor

ATTEST:

_____

Michelle Lewis Sirianni, Town Secretary

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MINUTES

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, August 12, 2025

Call to Order/ Roll Call.

The meeting was called to order at 6:19 p.m.

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

Staff Members Present:
Mario Canizares, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Larenz Taylor, Management Analyst
Hulon Webb, Director of Engineering
Pete Anaya, Assistant Director of Engineering – Capital Projects
Dan Heischman, Assistant Director of Engineering - Development
Carrie Jones, Public Works Director
Dan Baker, Parks and Recreation Director
Chris Landrum, Finance Director
Colin Ashby, Budget Officer and Grants Administrator
David Hoover, Development Services Director
Gary Landeck, Library Director
Muya Mwangi, Help Desk Technician I
Todd Rice, Communications Director
Stuart Blasingame, Fire Chief
Doug Kowalski, Police Chief
Tom Davis, Assistant Police Chief

Invocation, Pledge of Allegiance and Pledge to the Texas Flag.
Mike Martin with Hope Fellowship Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

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

Join us for a public Town Hall meeting regarding the fiscal year 2025-2026 Preliminary Budget on Thursday, August 28 at 6:00 p.m. in the Council Chambers. Town staff will provide a presentation and be available for questions.

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Applications are being accepted for the Mayor's Youth Advisory Council. This leadership program gives high school juniors and seniors the chance to represent their peers, influence Town decisions, and take part in meaningful civic engagement. Eligible students must live in Prosper and be enrolled in grades 11 or 12 for the 2025-2026 school. Deadline to apply is Friday, August 22. Learn more and apply at www.prospertx.gov/MYAC.

The Town of Prosper Water Resources has teamed up with Rooted In for a hands-on workshop on Tuesday, September 9 at 6 pm at Prosper Central Fire Station, located at 911 Safety Way. Learn all about native Texas plants and how you can grow a garden that's both beautiful and sustainable. Register at www.prospertx.gov/waterconservation.

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

CONSENT AGENDA:

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

1. **Consider and act upon the minutes of the July 22, 2025, Town Council Work Session meeting. (MLS)**

2. **Consider and act upon the minutes of the July 22, 2025, Town Council Regular meeting. (MLS)**

3. **Receive the Quarterly Investment Report for the Third Quarter. (CL)**

4. **Consider and act upon Ordinance 2025-33 amending Division 7, "Addressing the Town Council," of Article 1.02 of Chapter 1 of the Town's Code of Ordinances by adding Section 1.02.194, "Addressing the Town Council." (TW)**

5. **Consider and act upon authorizing the Town Manager to execute an Interlocal Cooperation Agreement between the Town of Litle Elm and the Town of Prosper for the Coordination of the Ironman Competition route. (MC)**

6. **Consider and act upon authorizing the Town Manager to execute a Construction Agreement awarding Competitive Sealed Bid No. 2025-11-B to Ratliff Hardscape, Ltd. for the Doe Branch Pedestrian Trail and Bridge in the amount of $1,458,730. (DB)**

7. **Consider and act upon authorizing the Town Manager to execute the Roadway Design, Construction and Reimbursement Agreement between Prosper Economic Development Corporation, Blue Star Land L.P., and the Town of Prosper, Texas, related to the design and construction of Godwin Parkway. (HW)**

8. **Consider and act upon authorizing the Town Manger to execute Contract Amendment No. 1 to the Professional Engineering Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Custer Road 6MG Ground Storage Tank project for $164,750. (PA)**

9. **Consider and act upon Ordinance 2025-34 to rezone 0.6± acre from Planned Development to Single Family-15 on Haiman Addition, Block A, Lot 1, on 0.6±**

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acre, located on the north side of Seventh Street and 120± feet west of Church Street. (ZONE-24-0002) (DH)

10. **Consider and act upon authorizing the Town Manager to execute a Development Agreement between Haiman Family Wealth Trust and the Town of Prosper relative to Haiman Addition, Block A, Lot 1, on 0.6± acre, located on the north side of Seventh Street and 120± feet west of Church Street. (DEVAGRE-25-0001) (DH)**

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

Mr. Canizares requested to pull item 6 and to have it considered at a future meeting.

Mayor Pro-Tem Bartley requested to pull items 9 and 10.

Councilmember Ray made a motion to approve consent agenda items 1 through 5, 7, 8, and 11. Councilmember Kern seconded the motion. Motion carried unanimously.

Mayor Pro-Tem Bartley requested to remove stucco as a primary material to a secondary material. Mr. Hoover noted the applicant has agreed to the request.

Mayor Pro-Tem Bartley made a motion to approve consent agenda item 9 with the noted change to Exhibit C. Councilmember Hodges seconded the motion. Motion carried unanimously.

Mayor Pro-Tem Bartley made a motion to approve consent agenda item 10 with noted change to Exhibit C. Councilmember Kern seconded the motion. Motion carried unanimously.

CITIZEN COMMENTS

Chloe Berry, 1821 Cypress Lake Lane, expressed concerns with the imagery of cotton throughout the Prosper Library.

Allan Rutter, 4561 Acacia Parkway, expressed traffic safety concerns regarding speeding on Acacia Parkway. He requested consideration of strategies to reduce the street as a cut through for vehicles.

Mr. Canizares commented that the Town has been currently monitoring and conducting traffic studies in this area due to other concerns received.

Sharika Kaul, 1710 Mountain Creek Lane, expressed thanks to the Mayor, Public Safety, and members of staff for participating in Universal Oneness Day and their continued support to the community.

Neeraj Agrawal, 1021 Crystal Falls Drive, shared an update on the relief efforts by their organization for the recent flooding in the Hill Country.

Items for Individual Consideration:

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12. Consider and act upon Ordinance 2025-35 calling a Bond Election to be held on November 4, 2025, and providing for the administration of the Election. (RBS/CL)

Mr. Scott reviewed the proposed referendums and options for the Bond Election. This item would call the Election with the option the Council selects. Mr. Scott noted that this election will not cause an increase in the tax rate.

The Town Council recognized the efforts of the Bond Committee and discussed the proposed options. The Council agreed to select Option 2 which consisted of six referendums totally $192,300.00 incorporating additional road repair funds, and a revision to Proposition F to revise the wording for the purpose of Downtown Prosper Improvements including: renovation of the three historic silos and for additional parking, signage, entryway landmarks, land acquisition drainage improvements, and sidewalks.

Mayor Pro-Tem Bartely made a motion to approve Ordinance 2025-35 selecting Option 2, calling a Bond Election to be held on November 4, 2025, with modifications to Proposition F to include additional Downtown improvements for a total of $192,300.00, and providing for the administration of the Election. Councilmember Ray seconded the motion. Motion carried unanimously.

13. Discuss and consider submission of the Preliminary Fiscal Year 2025-2026 Budget. (CL)

Mr. Landrum presented an overview of the Preliminary Budget including key revenue drivers, personnel and compensation, General Fun enhancements, Debt Service Fund, Capital Projects, a comparison of property tax valuations, and projected water and wastewater rates.

The Town Council discussed water rates, health fund, Capital projects, sales tax, and debt per capita. The Town Council expressed appreciation for presented a balanced budget and being fiscally responsible.

14. Consider and act upon accepting submission of the tax year 2025, fiscal year 2025-2026, no-new-revenue tax rate of $0.482348 per $100 taxable value, voter-approval tax rate of $0.505000 per $100 taxable value, and preliminary property tax rate of $0.505000 per $100 taxable value. (CL)

Mr. Landrum introduced the item noting the no-new-revenue tax rate compares like property year over year. The voter-approval tax rate is split into two separate components which includes the operating and maintenance rate and a debt rate. It was noted only one public hearing would be required due to the preliminary tax rate being higher than the no-new-revenue tax rate.

Councilmember Ray made a motion to approve accepting submission of the tax year 2025, fiscal year 2025-2026, no-new-revenue tax rate of $0.482348 per $100 taxable value, voter-approval tax rate of $0.505000 per $100 taxable value, and preliminary property tax rate of $0.505000 per $100 taxable value. Mayor Pro-Tem Bartley seconded the motion. Motion carried unanimously.

15. Consider and act upon a proposed FY 2025-2026 property tax rate. (CL)

Mr. Landrum introduced the item stating the rate the Town adopts can be lower than the proposed rated and published rate, but it cannot exceed it. This item requires a roll call vote.

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Councilmember Ray made a motion to a proposal to adopt a FY 2025-2026 tax rate of fifty and a half cents ($0.505) per one hundred dollars ($100) of valuation on the September 16, 2025, Town Council Agenda. Councilmember Hodges seconded the motion.

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

Motion carried unanimously.

16. Consider and act upon scheduling a Public Hearing on the FY 2025-2026 Proposed Budget. (CL)

Mr. Landrum stated this item is to set the Public Hearing date for September 16 and the notice of the public hearing to be submitted for publication.

Councilmember Hodges made a motion to schedule a Public Hearing on the FY 2025-2026 Proposed Budget for September 16, 2025, at 6:15 p.m., with the meeting taking place in the Council Chambers of Prosper Town Hall, located at 250 W First St, Prosper, TX. Councilmember Reeves seconded the motion. Motion carried unanimously.

17. Consider and act upon scheduling a Public Hearing on the proposed Fiscal Year 2025-2026 tax rate. (CL)

Mr. Landrum stated this item is to set the Public Hearing date for September 16 for the tax rate.

Councilmember Reeves made a motion to schedule the Public Hearing on the proposed tax rate for September 16, 2025, at 6:15 p.m., with the meeting taking place in the Council Chambers of Prosper Town Hall, located at 250 W First St, Prosper, TX. Councilmember Andres seconded the motion. Motion carried unanimously.

18. Conduct a Public Hearing to receive public comments concerning the amendment of the land use assumptions and capital improvements plan, and the imposition of an impact fee for water, wastewater, and roadway utilities. (DLH)

Mr. Heischman introduced members from Freese & Nichols who assisted the Town in conducting the impact fee study.

The consultants from Freese & Nichols presented an overview of the impact fee process, land use assumptions, water/wastewater and roadway analysis, comparisons with other municipalities, and the Capital Improvements Advisory Committee (CIAC) recommendation.

Mayor Bristol opened the public hearing.

Mayor Bristol noted for the record a letter received from Dallas Builders Association requesting the Town Council consider adoption of the roadway, water, and wastewater impact fees at 50% of the maximum allowable fees listed in the study, and to consider

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phasing in any increase in impact fees over 2 years to allow the new home market in Prosper to better absorb the economic impact.

Mayor Bristol closed the public hearing.

Mr. Heischman noted the CIAC unanimously recommended to set the water, wastewater, and roadway impact fees at the maximum allowable fee per the impact fee study.

The Town Council discussed the rates by use and any impact to the budget based on their final decision.

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

Mr. Canizares stated the applicant for this item has requested to table to the next regularly scheduled meeting on August 26.

Mayor Bristol read the caption as listed.

Mayor Pro-Tem Bartley made a motion to table a request to rezone 18.7± acres from Planned Development-14 (Retail) to Planned Development-Retail on Netherly Survey, Abstract 962, Tract 7, located on the northwest corner of Legacy Drive and First Street to August 26. Councilmember Hodges seconded the motion. Motion carried unanimously.

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

Finance Subcommittee: Mayor Bristol noted it consisted of all the budget items on the agenda.

Downtown Advisory Committee: Councilmember Kern noted the map provided that reflects businesses, future and public spaces. Councilmember Reeves noted the murals that are now completed.

Community Engagement Committee: Mr. Rice noted the committee discussed a hashtag campaign, looking for a joint meeting date with the Parks and Recreation Board, and will be reviewing MYAC applications for selection.

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

No comments were made.

EXECUTIVE SESSION:

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

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

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

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Section 551.074 – To discuss and consider personnel matters, including the evaluation of the Town Manager, and all matters incident and related thereto.

Section 551.071 - To consult with the Town Attorney regarding legal matters associated with Town liability issues, and all matters incident and related thereto.

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

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

The Town Council recessed into Executive Session at 8:20 p.m.

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

The Town Council reconvened into Regular Session at 9:42 p.m.

Mayor Pro-Tem Bartley made a motion to authorize the Mayor to execute a Severance Agreement for the Town Manager outlining future terms and conditions relative to any severance action taken by the Town Council. Councilmember Reeves seconded the motion. Motion carried unanimously.

Mayor Pro-Tem Bartley made a motion to authorize the Mayor to execute an Employment Agreement with the Town Manager. Councilmember Kern seconded the motion. Motion carried unanimously.

Mayor Pro-Tem Bartley made a motion to appointment Mayor Pro-Tem Bartley and Councilmember Kern to a Bylaws Subcommittee with the EDC members chosen by their board. Councilmember Ray seconded the motion. Motion carried unanimously.

Adjourn.

The meeting was adjourned at 9:43 p.m.

These minutes were approved on the 12th day of August 2025.

APPROVED:

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David F. Bristol, Mayor

ATTEST:

_____

Michelle Lewis Sirianni, Town Secretary

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MINUTES

Prosper Town Council Special Meeting
Prosper Town Hall – Community Room
250 W. First Street, Prosper, Texas
Thursday, August 14, 2025

Call to Order/ Roll Call.

The meeting was called to order at 5:47 p.m.

Council Members Present:
Mayor David F. Bristol
Mayor Pro-Tem Amy Bartley
Deputy Mayor Pro-Tem Chris Kern
Councilmember Marcus E. Ray *arrived at 8:05 p.m.*
Councilmember Craig Andres
Councilmember Jeff Hodges
Councilmember Cameron Reeves

Staff Members Present:
Michelle Lewis Sirianni, Town Secretary

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

> *Section 551.074 - To conduct interviews for positions on the Town's Board & Commissions, and all matters incident and related thereto.*

The Town Council recessed into Executive Session at 5:47 p.m.

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

The Town Council reconvened into Open Session at 9:23 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 9:23 p.m.

These minutes were approved on the 26th day of August 2025.

APPROVED:

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

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TOWN OF PROSPER
A Place Where Everyone Matters

TOWN SECRETARY

To: **Mayor and Town Council**

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

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

Re: **Moving September 9 Work Session & Regular Meeting**

Town Council Meeting – August 26, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

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Agenda Item:
Consider and act upon moving the September 9, 2025, Town Council Work Session and Regular meeting to Tuesday, September 16, 2025.

Description of Agenda Item:
Town staff have reviewed upcoming agenda items for September 9 and confirmed that there are no items requiring action on this date or prior to the proposed rescheduled meeting date.

Town Staff Recommendation:
Town Staff recommends the Town Council approve moving the September 9, 2025, Town Council Work Session and Regular meeting to Tuesday, September 16, 2025.

Proposed Motion:
I move to approve moving the September 9, 2025, Town Council Work Session and Regular meeting to Tuesday, September 16, 2025.

TOWN OF PROSPER
A Place Where Everyone Matters

FINANCE

To: **Mayor and Town Council**

From: **Chris Landrum, Finance Director**

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

Re: **July Monthly Financial Report for Fiscal Year 2025**

Town Council Meeting – August 26, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

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Agenda Item:
Consider acceptance of the July monthly financial report for fiscal year 2025.

Description of Agenda Item:
The Town Charter requires the submission of monthly financial reports to the Town Council. In summary, both revenues and expenditures are within the expected ranges, except where otherwise noted in the financial statements.

The attached monthly financial report for fiscal year 2025 was put in a new order to better align with the fund types (governmental, business-type, multi-year, etc.).

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

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

Attached Documents:
1. Monthly Financial Report – July 31, 2025

Town Staff Recommendation:
Town staff recommend the Town Council accept the submission of the monthly financial report for the period of July for fiscal year 2025 in compliance with the requirements of the Town Charter.

Proposed Motion:
I move to accept the July Monthly Financial Report for fiscal year 2025 in compliance with charter requirements.

TOWN OF PROSPER
A Place Where Everyone Matters



MONTHLY FINANCIAL REPORT
as of July 31, 2025
Cash/Budgetary Basis

Prepared by
Finance Department

August 26, 2025

TOWN OF PROSPER, TEXAS

MONTHLY FINANCIAL REPORT
July 2025

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TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
July 31, 2025
Expected Year to Date Percent 83.33%

GENERAL FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
REVENUES										
Property Taxes	$ 23,332,018	$ -	$ 23,332,018	$ 22,839,365	$ -	$ 492,653	98%	1	$ 20,565,649	11%
Sales Taxes	12,903,535	-	12,903,535	9,623,117	-	3,280,418	75%		9,230,981	4%
Franchise Fees	3,334,932	-	3,334,932	2,530,050	-	804,882	76%	2	2,519,207	0%
Building Permits	3,700,000	-	3,700,000	2,911,170	-	788,830	79%		3,747,678	-22%
Other Licenses, Fees & Permits	2,290,520	-	2,290,520	1,685,074	-	605,446	74%		1,451,009	16%
Charges for Services	1,342,523	-	1,342,523	1,458,948	-	(116,425)	109%		1,244,180	17%
Fines & Warrants	352,050	-	352,050	444,377	-	(92,327)	126%		361,678	23%
Intergovernmental Revenue (Grants)	611,781	-	611,781	28,320	-	583,461	5%		129,986	-78%
Interest Income	950,000	-	950,000	574,160	-	375,840	60%		857,829	-33%
Miscellaneous	144,351	-	144,351	270,652	-	(126,301)	187%		195,820	38%
Park Fees	767,400	-	767,400	535,789	-	231,611	70%		568,471	-6%
Transfers In	1,478,696	-	1,478,696	1,232,247	-	246,449	83%		1,080,918	14%
Total Revenues	$ 51,207,806	$ -	$ 51,207,806	$ 44,133,269	$ -	$ 7,074,537	86%		$ 41,953,406	5%
EXPENDITURES										
Administration	$ 10,928,574	$ -	$ 10,928,574	$ 8,677,199	$ 507,722	$ 1,743,653	84%		$ 8,509,758	2%
Police	11,538,858	-	11,538,858	9,945,141	238,617	1,355,100	88%	3	7,992,091	24%
Fire/EMS	10,379,914	-	10,379,914	9,300,846	151,214	927,854	91%	3	8,898,048	5%
Public Works	5,108,876	-	5,108,876	3,364,869	542,250	1,201,757	76%		3,163,234	6%
Community Services	8,170,637	-	8,170,637	6,139,185	556,153	1,475,299	82%		5,566,915	10%
Development Services	4,119,971	-	4,119,971	3,161,229	94,182	864,560	79%		2,659,052	19%
Engineering	2,572,798	-	2,572,798	1,974,709	30,974	567,115	78%		2,120,096	-7%
Transfers Out	-	-	-	-	-	-	0%		446,389	-100%
Total Expenses	$ 52,819,628	$ -	$ 52,819,628	$ 42,563,179	$ 2,121,111	$ 8,135,338	85%		$ 39,355,582	8%
REVENUE OVER (UNDER) EXPENDITURES	$ (1,611,822)	$ -	$ (1,611,822)	$ 1,570,090					$ 2,597,824	
Beginning Fund Balance October 1			13,231,361	13,231,361					18,777,035	
Ending Fund Balance			$ 11,619,539	$ 14,801,451					$ 21,374,859	

Notes

1 Property taxes are billed in October and the majority of collections occur December through February.

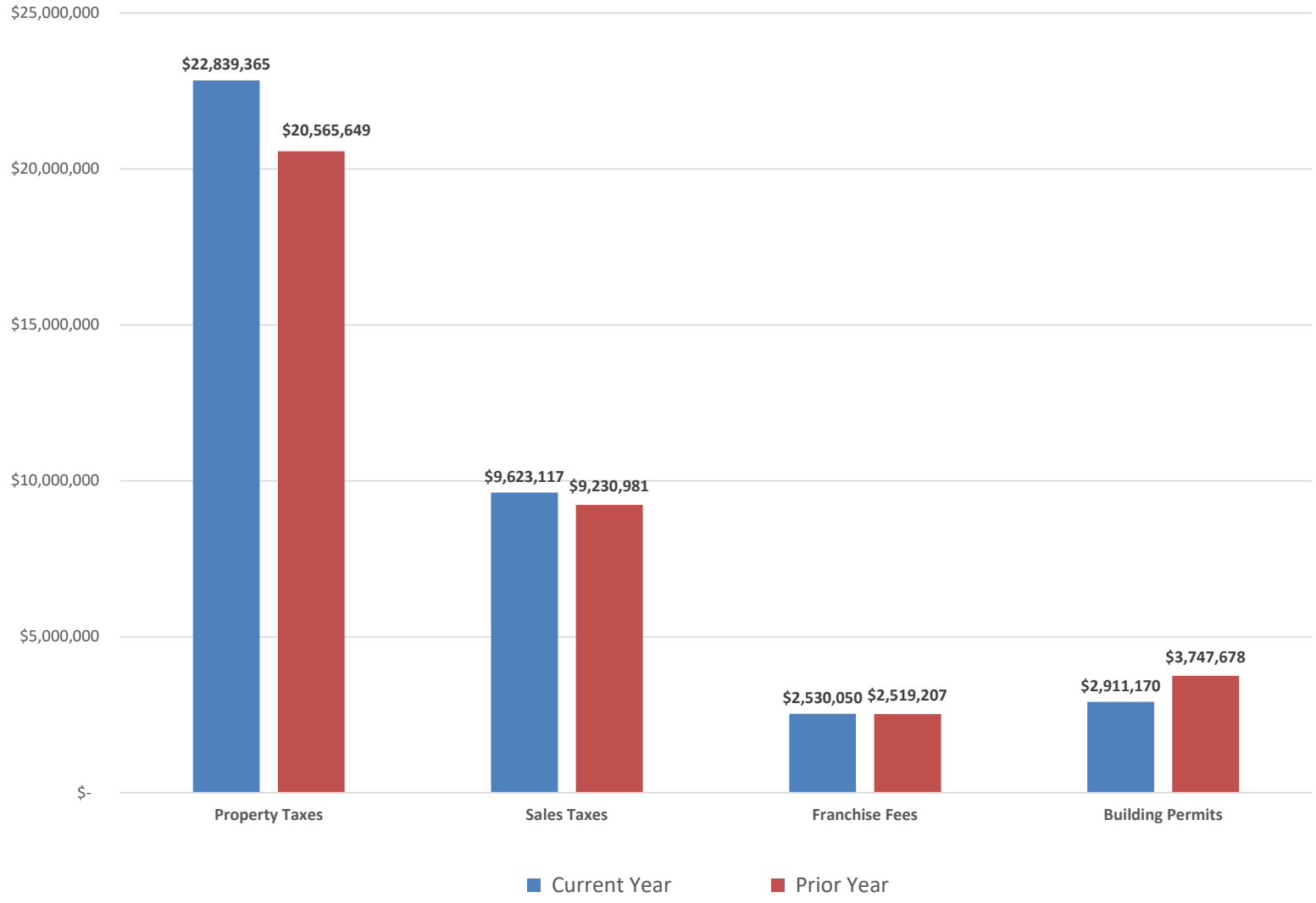
2 Franchise fees and other various license and fees are paid quarterly or annually.

3 Payroll costs will be transferred to each SPD at the end of the fiscal year.

4 Fund Balance Contingency per Charter and Reserve for FY25 = $10,750,376 (21%).

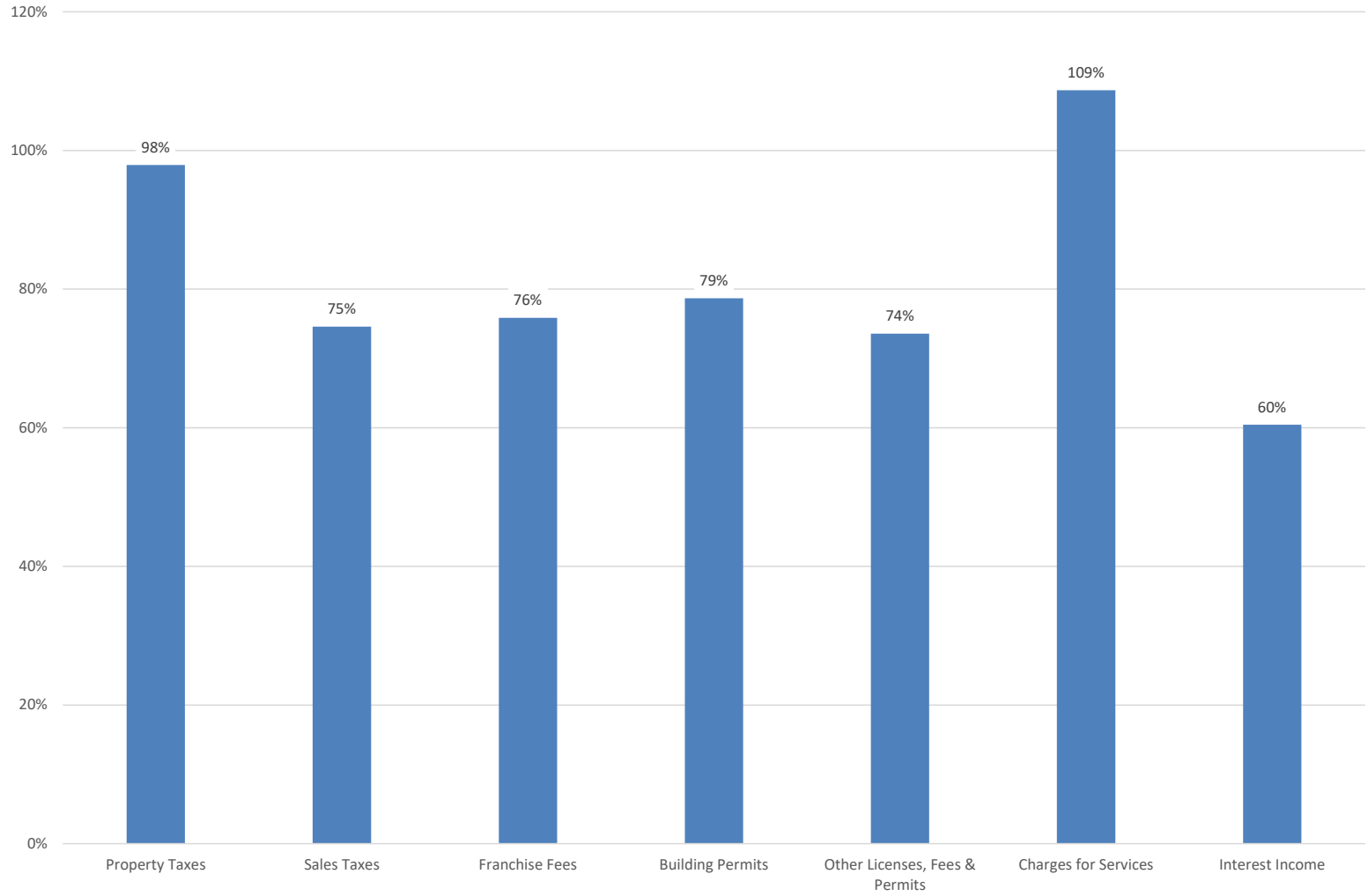
GENERAL FUND REVENUE

Current YTD to Prior Year YTD Actual Comparison

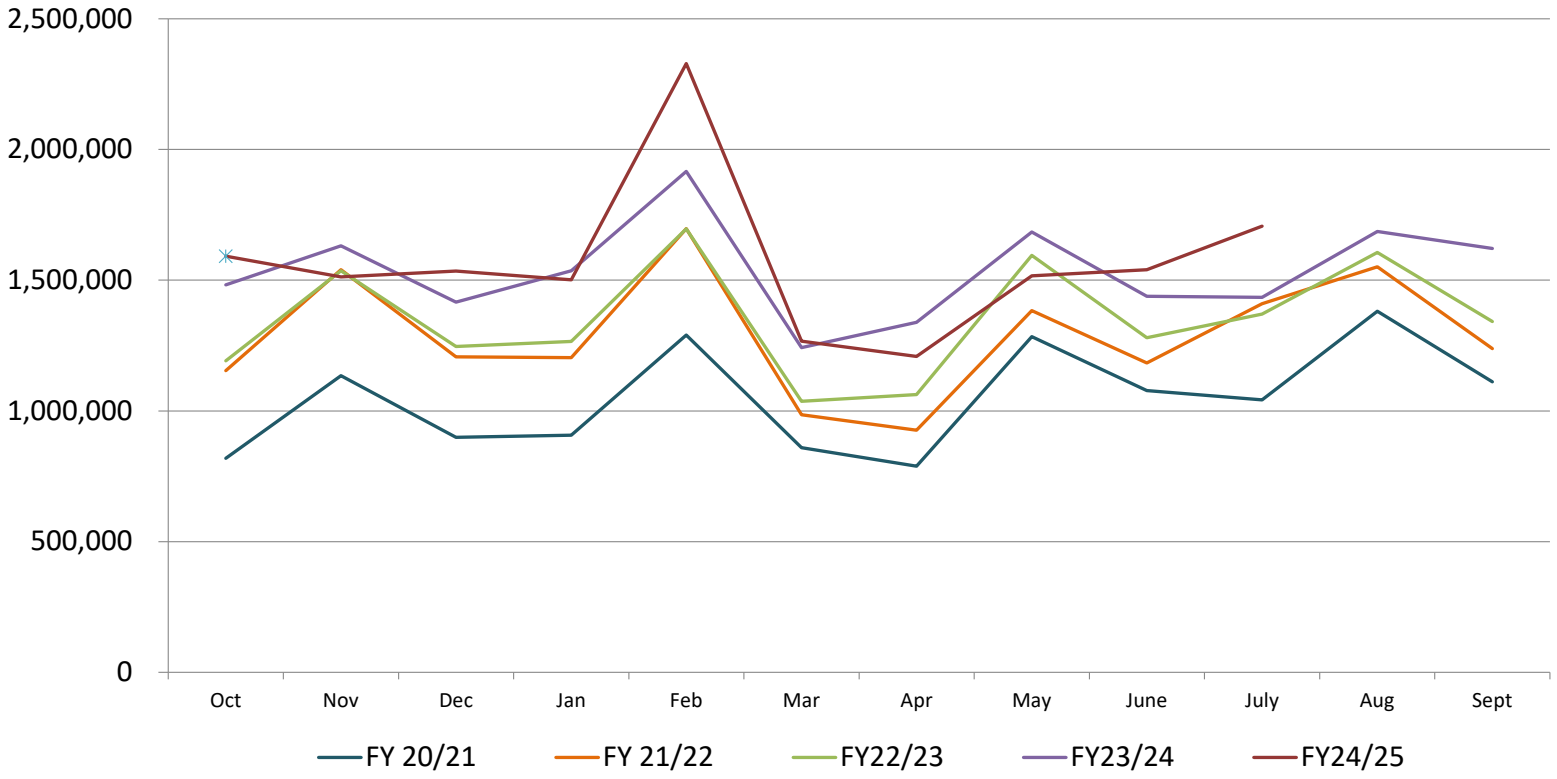


GENERAL FUND

YTD REVENUE % OF ANNUAL BUDGET



Town of Prosper, Texas
Sales Tax Revenue by Month



TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
July 31, 2025
Expected Year to Date Percent 83.33%

DEBT SERVICE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Property Taxes-Delinquent	$ 75,000	$ -	$ 75,000	$ (1,748)	$ -	$ 76,748	-2%	3	$ 230,385	-101%
Property Taxes-Current	18,113,251	-	18,113,251	17,961,707	-	151,544	99%	1	15,127,712	19%
Taxes-Penalties	40,000	-	40,000	53,515	-	(13,515)	134%		61,813	-13%
Interest Income	195,000	-	195,000	199,427	-	(4,427)	102%		238,905	-17%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenues	$ 18,423,251	$ -	$ 18,423,251	$ 18,212,900	$ -	$ 210,351	99%		$ 15,658,815	16%
EXPENDITURES										
Professional Services	$ -	$ -	$ -	$ -	$ -	$ -	0%		$ 2,500	-100%
Bond Administrative Fees	20,000	-	20,000	1,015	-	18,985	5%		1,500	-32%
2014 GO Bond Payment	600,000	-	600,000	-	-	600,000	0%		-	0%
2015 GO Bond Payment	1,436,700	-	1,436,700	1,436,700	-	-	100%		1,365,700	5%
2015 CO Bond Payment	495,000	-	495,000	495,000	-	-	100%		475,000	4%
2016 GO Debt Payment	-	-	-	-	-	-	0%		-	0%
2016 CO Debt Payment	105,000	-	105,000	105,000	-	-	100%		90,000	17%
2017 CO Debt Payment	480,000	-	480,000	480,000	-	-	100%		450,000	7%
2018 GO Debt Payment	160,000	-	160,000	160,000	-	-	100%	2	150,000	7%
2018 CO Debt Payment	520,000	-	520,000	520,000	-	-	100%		500,000	4%
2019 CO Debt Payment	549,266	-	549,266	549,266	-	-	100%		340,022	62%
2019 GO Debt Payment	170,000	-	170,000	170,000	-	-	100%		165,000	3%
2020 CO Debt Payment	430,000	-	430,000	430,000	-	-	100%		265,000	62%
2021 CO Debt Payment	265,000	-	265,000	265,000	-	-	100%		260,000	2%
2021 GO Debt Payment	1,355,000	-	1,355,000	1,355,000	-	-	100%		1,290,000	5%
2022 GO Debt Payment	1,020,000	-	1,020,000	1,020,000	-	-	100%		970,000	5%
2023 GO Debt Payment	1,055,000	-	1,055,000	1,055,000	-	-	100%		2,230,000	-53%
2024 GO Debt Payment	2,100,000	-	2,100,000	2,100,000	-	-	100%			
Bond Interest Expense	8,082,589	-	8,082,589	4,078,331	-	4,004,258	50%		3,414,404	19%
Total Expenditures	$ 18,843,555	$ -	$ 18,843,555	$ 14,220,311	$ -	$ 4,623,243	75%		$ 11,969,125	19%
REVENUE OVER (UNDER) EXPENDITURES	$ (420,304)	$ -	$ (420,304)	$ 3,992,588					$ 3,689,690	
Beginning Fund Balance October 1			1,245,232	1,245,232					1,302,520	
Ending Fund Balance Current Month			$ 824,928	$ 5,237,820					$ 4,992,210	

Notes

1 Property taxes are billed in October and the majority of collections occur December through February.

2 Annual debt service payments are made in February and August.

3 Refunds for prior year delinquent property tax revenue have caused this to become negative.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
July 31, 2025

EAST THOROUGHFARE IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
East Thoroughfare Impact Fees		$ 1,000,000	$ -	$ 1,000,000	$ 1,022,537				
East Thoroughfare Other Revenue		-	-	-	-				
Interest Income		120,000	-	120,000	105,610				
Total Revenues		$ 1,120,000	$ -	$ 1,120,000	$ 1,128,148				
EXPENDITURES									
Developer Reimbursements									
FM 1461 (SH289-CR 165)	$ 385,368	$ 77,074	$ -	$ 77,074	$ 77,074	$ -	$ -	$ 308,294	$ -
Cambridge Park Estates	880,361	160,001	-	160,001	24,348	-	135,653	774,795	81,218
Total Developer Reimbursements	$ 1,265,728	$ 237,074	$ -	$ 237,074	$ 101,422	$ -	$ 135,653	$ 1,083,089	$ 81,218
Transfer to Capital Project Fund	$ 1,820,000	$ 2,500,000	$ -	$ 2,500,000	$ 2,529,491		$ (29,491)		$ (709,491)
Total Transfers Out	$ 1,820,000	$ 2,500,000	$ -	$ 2,500,000	$ 2,529,491	$ -	$ (29,491)	$ -	$ (709,491)
Total Expenditures	$ 3,085,728	$ 2,737,074	$ -	$ 2,737,074	$ 2,630,912	$ -	$ 106,162	$ 1,083,089	$ (628,273)
REVENUE OVER (UNDER) EXPENDITURES				$ (1,617,074)	$ (1,502,765)				
Beginning Fund Balance October 1				3,376,848	3,376,848				
Ending Fund Balance Current Month				$ 1,759,774	$ 1,874,083				

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
July 31, 2025

WEST THOROUGHFARE IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
West Thoroughfare Impact Fees		$ 4,500,000	$ -	$ 4,500,000	$ 3,469,316				
West Thoroughfare Other Revenue		-	-	-	-				
Interest Income		200,000	-	200,000	318,343				
Total Revenues		$ 4,700,000	$ -	$ 4,700,000	$ 3,787,659				
EXPENDITURES									
Developer Reimbursements									
Parks at Legacy Developer Reimb	$ 6,573,981	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,521,933	$ 52,048
Pk Place, Prosper Hills, Prosper Meadow	4,014,469	1,200,000	-	1,200,000	-	-	1,200,000	-	4,014,469
Star Trail Developer Reimb	6,315,000	2,000,000	-	2,000,000	-	-	2,000,000	5,635,232	679,768
Legacy Garden Developer Reimb	3,407,300	1,000,000	-	1,000,000	-	-	1,000,000	485,648	2,921,652
DNT Frontier Retail	2,154,348	800,000	-	800,000	1,262,833	-	(462,833)	-	891,515
Westside Developer Reimb	156,016	86,548	-	86,548	-	-	86,548	69,468	86,548
Total Developer Reimbursements	$ 22,621,114	$ 5,086,548	$ -	$ 5,086,548	$ 1,262,833	$ -	$ 3,823,715	$ 12,712,281	$ 8,646,000
Transfer to Capital Project Fund	$ 5,000,000	$ 5,000,000	$ -	$ 5,000,000	$ 5,029,491		$ (29,491)		$ (29,491)
Total Transfers Out	$ 5,000,000	$ 5,000,000	$ -	$ 5,000,000	$ 5,029,491	$ -	$ (29,491)	$ -	$ (29,491)
Total Expenditures	$ 28,271,114	$ 10,086,548	$ -	$ 10,086,548	$ 6,292,323	$ -	$ 3,794,225	$ 12,712,281	$ 9,266,509
REVENUE OVER (UNDER) EXPENDITURES				$ (5,386,548)	$ (2,504,665)				
Beginning Fund Balance October 1				9,564,029	9,564,029				
Ending Fund Balance Current Month				$ 4,177,481	$ 7,059,364				

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
July 31, 2025

WATER IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
Impact Fees Water		$ 3,500,000	$ -	$ 3,500,000	$ 2,285,923				
Interest Income		290,000	-	290,000	289,706				
Total Revenues		$ 3,790,000	$ -	$ 3,790,000	$ 2,575,629				
EXPENDITURES									
Developer Reimbursements									
DNT Frontier Retail	$ 343,542	$ 200,000	$ -	$ 200,000	$ 237,916	$ -	$ (37,916)	$ 54,252	$ 51,374
Star Trail	2,811,923	500,000	-	500,000	-	-	500,000	2,399,731	412,192
Victory at Frontier	215,402	68,031	-	68,031	-	-	68,031	168,869	46,533
Westside Developer Reimb	438,235	222,502	-	222,502	-	-	222,502	215,733	222,502
Pk Place, Prosper Hills, Prosper Meadow	1,406,859	800,000	-	800,000	-	-	800,000	-	1,406,859
Parks at Legacy Developer Reimb	594,140	-	-	-	270,739	-	(270,739)	594,140	(270,739)
Total Developer Reimbursements	$ 5,810,101	$ 1,790,533	$ -	$ 1,790,533	$ 508,656	$ -	$ 1,281,877	$ -	$ 1,868,721
Transfer to Capital Project Fund	$ -	$ 2,000,000	$ -	$ 2,000,000	$ 2,007,309	$ -	$ (7,309)	$ -	
Total Transfers Out	$ -	$ 2,000,000	$ -	$ 2,000,000	$ 2,007,309	$ -	$ (7,309)	$ -	$ -
Total Expenditures	$ 5,810,101	$ 3,790,533	$ -	$ 3,790,533	$ 2,515,965	$ -	$ 1,274,568	$ -	$ 1,868,721
REVENUE OVER (UNDER) EXPENDITURES				$ (533)	$ 59,664				
Beginning Fund Balance October 1				7,882,804	7,882,804				
Ending Fund Balance Current Month				$ 7,882,271	$ 7,942,468				

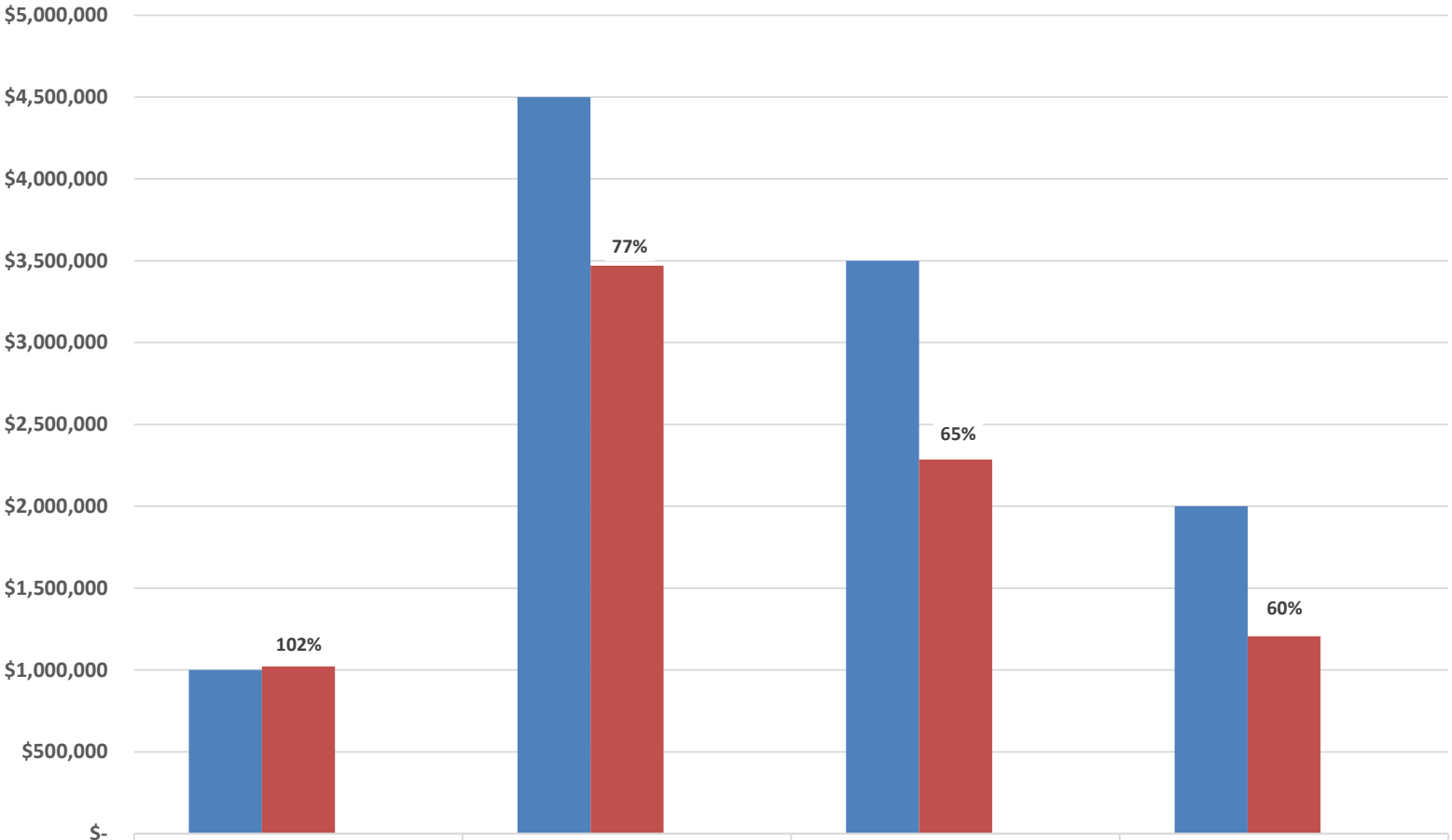
TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
July 31, 2025

WASTEWATER IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
Impact Fees Wastewater		$ 2,000,000	$ -	$ 2,000,000	$ 1,206,720				
Interest Income		125,000	-	125,000	136,656				
Upper Trinity Equity Fee		300,000	-	300,000	166,500				
Total Revenues		$ 2,425,000	$ -	$ 2,425,000	$ 1,509,875				
EXPENDITURES									
Developer Reimbursements									
LaCima Developer Reimb	$ 228,630	$ 125,000	$ -	$ 125,000	$ -	$ -	$ 125,000	$ 103,630	$ 125,000
Brookhollow Developer Reimb	1,178,194	120,452	-	120,452	-	-	120,452	1,057,742	120,452
All Storage Developer Reimb	204,180	150,000	-	150,000	-	-	150,000	54,180	150,000
Legacy Garden Developer Reimb	274,438	63,274	-	63,274	5,464	-	57,810	211,164	57,810
Pk Place, Prosper Hills, Prosper Meadow	186,169	100,000	-	100,000	-	-	100,000	-	186,169
Total Developer Reimbursements	$ 2,071,611	$ 558,726	$ -	$ 558,726	$ 5,464	$ -	$ 553,262	$ 1,426,716	$ 639,431
Transfer to Capital Project Fund	$ 3,531,622	$ 3,531,622	$ -	$ 3,531,622	$ 3,538,931	$ -	$ (7,309)	$ -	$ (7,309)
Total Transfers Out	$ 3,531,622	$ 3,531,622	$ -	$ 3,531,622	$ 3,538,931	$ -	$ (7,309)	$ -	$ (7,309)
Total Expenditures	$ 5,603,233	$ 4,090,348	$ -	$ 4,090,348	$ 3,544,395	$ -	$ 545,953	$ 1,426,716	$ 632,122
REVENUE OVER (UNDER) EXPENDITURES				$ (1,665,348)	$ (2,034,520)				
Beginning Fund Balance October 1				4,248,161	4,248,161				
Ending Fund Balance Current Month				$ 2,582,813	$ 2,213,641				

IMPACT FEE REVENUE

YTD Actual to Annual Budget



	EAST THOROUGHFARE	WEST THOROUGHFARE	WATER	WASTEWATER
ANNUAL BUDGET	$1,000,000	4,500,000	$3,500,000	$2,000,000
YTD ACTUAL	$1,022,537	$3,469,316	$2,285,923	$1,206,720
% OF BUDGET	102%	77%	65%	60%

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
July 31, 2025
Expected Year to Date Percent 83.33%

TIRZ #1 - BLUE STAR

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Impact Fee Revenue:									
Water Impact Fees	$ 50,000	$ -	$ 50,000	$ 341,656	$ (291,656)	683%		$ 80,996	322%
Wastewater Impact Fees	700,000	-	700,000	502,669	197,331	72%		528,278	-5%
East Thoroughfare Impact Fees	50,000	-	50,000	156,476	(106,476)	313%		65,244	140%
Property Taxes - Town (Current)	1,269,687	-	1,269,687	1,256,338	13,349	99%		1,108,174	13%
Property Taxes - Town (Rollback)	-	-	-	165,155	(165,155)	0%		486,411	-66%
Property Taxes - County (Current)	268,202	-	268,202	265,382	2,820	99%		231,790	14%
Sales Taxes - Town	1,293,986	-	1,293,986	1,032,199	261,787	80%		972,230	6%
Sales Taxes - EDC	1,086,948	-	1,086,948	864,467	222,481	80%		814,242	6%
Interest Income	75,000	-	75,000	158,369	(83,369)	211%		119,833	32%
Transfer In	-	-	-	-	-	0%		-	0%
Total Revenue	$ 4,793,823	$ -	$ 4,793,823	$ 4,742,712	$ 51,111	99%		$ 4,407,197	8%
EXPENDITURES									
Professional Services	$ 6,000	$ -	$ 6,000	$ -	$ 6,000	0%		$ -	0%
Developer Reimbursement	4,787,823	-	4,787,823	-	4,787,823	0%		-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenses	$ 4,793,823	$ -	$ 4,793,823	$ -	$ 4,793,823	0%		$ -	0%
REVENUE OVER (UNDER) EXPENDITURES			$ -	$ 4,742,712				$ 4,407,197	
Beginning Fund Balance October 1			2,542,101	2,542,101				991,447	
Ending Fund Balance Current Month			$ 2,542,101	$ 7,284,813				$ 5,398,644	

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
July 31, 2025
Expected Year to Date Percent 83.33%

TIRZ #2

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Property Taxes - Town (Current)	$ 117,783	$ -	$ 117,783	$ 114,647	$ 3,136	97%		$ 39,537	190%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%		44,560	-100%
Property Taxes - County (Current)	8,441	-	8,441	24,217	(15,776)	287%		8,270	193%
Sales Taxes - Town	2,000	-	2,000	1,288	712	64%		7,138	-82%
Sales Taxes - EDC	2,000	-	2,000	1,288	712	64%		7,138	-82%
Interest Income	1,500	-	1,500	3,244	(1,744)	216%		2,965	9%
Total Revenue	$ 131,724	$ -	$ 131,724	$ 144,683	$ (12,959)	110%		$ 109,608	32%
EXPENDITURES									
Professional Services	$ -	$ -	$ -	$ -	$ -	0%		$ -	0%
Developer Reimbursement	131,724	-	131,724	-	131,724	0%		-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenditures	$ 131,724	$ -	$ 131,724	$ -	$ 131,724	0%		$ -	0%
REVENUE OVER (UNDER) EXPENDITURES			$ -	$ 144,683				$ 109,608	
Beginning Fund Balance October 1			25,751	25,751				25,650	
Ending Fund Balance Current Month			$ 25,751	$ 170,434				$ 135,258	

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CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	$ 3,478,456	$ -	$ 3,478,456	$ 2,553,105	$ -	$ 925,351	73%		$ 2,481,367	3%
Interest Income	1,200	-	1,200	9,442	-	(8,242)	787%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	$ 3,479,656	$ -	$ 3,479,656	$ 2,562,547	$ -	$ 917,109	74%		$ 2,481,367	3%
EXPENDITURES										
Personnel	$ 3,344,835	$ -	$ 3,344,835	$ 1,924,045	$ -	$ 1,420,790	58%	1	$ 2,464,192	-22%
Other	1,200	-	1,200	1,930	-	(730)	161%		9,955	-81%
Total Expenditures	$ 3,346,035	$ -	$ 3,346,035	$ 1,925,974	$ -	$ 1,420,061	58%		$ 2,474,147	-22%
REVENUE OVER (UNDER) EXPENDITURES	$ 133,621	$ -	$ 133,621	$ 636,573					$ 7,220	
Beginning Fund Balance October 1			398,065	398,065					422,055	
Ending Fund Balance Current Month			$ 531,686	$ 1,034,638					$ 429,275	

Notes

1 Payroll costs will be transferred to each SPD at the end of the fiscal year.

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FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES SPECIAL PURPOSE DISTRICT

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	$ 3,478,456	$ -	$ 3,478,456	$ 2,570,691	$ -	$ 907,765	74%		$ 2,482,008	4%
Interest Income	1,200	-	1,200	1,139	-	61	95%		3,654	-69%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	$ 3,479,656	$ -	$ 3,479,656	$ 2,571,829	$ -	$ 907,827	74%		$ 2,485,662	3%
EXPENDITURES										
Personnel	$ 3,541,860	$ -	$ 3,541,860	$ 2,430,480	$ -	$ 1,111,380	69%	1	$ 2,363,434	3%
Other	2,400	-	2,400	1,930	-	470	80%		9,955	-81%
Total Expenditures	$ 3,544,260	$ -	$ 3,544,260	$ 2,432,410	$ -	$ 1,111,850	69%		$ 2,373,389	2%
REVENUE OVER (UNDER) EXPENDITURES	$ (64,604)	$ -	$ (64,604)	$ 139,419					$ 112,274	
Beginning Fund Balance October 1			382,940	382,940					455,295	
Ending Fund Balance Current Month			$ 318,336	$ 522,359					$ 567,569	

Notes

1 Payroll costs will be transferred to each SPD at the end of the fiscal year.

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PARK DEDICATION AND IMPROVEMENT FUNDS

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Park Dedication Fees	$ 600,000	$ -	$ 600,000	$ 1,303,973	$ -	$ (703,973)	217%		$ 737,375	77%
Park Improvement Fees	800,000	-	800,000	1,217,000	-	(417,000)	152%		646,146	88%
Interest - Park Dedication	36,000	-	36,000	47,929	-	(11,929)	133%		30,893	55%
Interest - Park Improvement	38,000	-	38,000	22,429	-	15,571	59%		36,914	-39%
Contributions/Grants	-	-	-	-	-	-	0%		-	0%
Transfers In	-	-	-	-	-	-	0%		-	0%
Total Revenue	$ 1,474,000	$ -	$ 1,474,000	$ 2,591,331	$ -	$ (1,117,331)	176%		$ 1,451,329	79%
EXPENDITURES										
Transfers Out - Park Dedication	$ 1,810,050	$ -	$ 1,810,050	$ 1,115,050	$ -	$ 695,000	62%		$ -	0%
Park Dedication	-	-	-	-	-	-	0%		-	0%
Transfers Out - Park Improvement	465,000	-	465,000	465,000	-	-	100%		-	0%
Park Improvement	50,000	-	50,000	-	47,174	2,826	94%		-	0%
Total Expenditures	$ 2,325,050	$ -	$ 2,325,050	$ 1,580,050	$ 47,174	$ 697,826	70%		$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	$ (851,050)	$ -	$ (851,050)	$ 1,011,281					$ 1,451,329	
Beginning Fund Balance October 1			1,232,192	1,232,192					2,316,978	
Ending Fund Balance Current Month			$ 381,142	$ 2,243,473					$ 3,768,307	

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SPECIAL REVENUE FUNDS

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Interest Income	$ 52,550	$ -	$ 52,550	$ 272,792	$ -	$ (220,242)	519%		$ 88,722	207%
Interest Income CARES/ARPA Funds	-	-	-	-	-	-	0%		110,528	-100%
Police Donation Revenue	15,500	-	15,500	23,810	-	(8,310)	154%		16,947	41%
Cash Seizure Forfeit	-	-	-	16,370	-	(16,370)	0%		6,130	167%
Fire Donation Revenue	15,500	-	15,500	13,912	-	1,588	90%		15,915	-13%
Child Safety Revenue	28,000	-	28,000	18,947	-	9,053	68%		13,894	36%
Court Technology Revenue	8,198	-	8,198	10,973	-	(2,775)	134%		8,773	25%
Court Security Revenue	8,525	-	8,525	13,455	-	(4,930)	158%		10,645	26%
Municipal Jury revenue	-	-	-	341	-	(341)	0%		214	59%
Tree Mitigation	300,000	-	300,000	56,858	-	243,143	19%		153,559	-63%
Escrow Income	-	-	-	10,000	-	(10,000)	0%		167,514	-94%
LEOSE Revenue	3,000	-	3,000	10,288	-	(7,288)	343%		8,756	18%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	$ 431,273	$ -	$ 431,273	$ 447,745	$ -	$ (16,472)	104%		$ 601,597	-26%
EXPENDITURES										
Police Donation Expense	$ 5,000	$ -	$ 5,000	$ 3,989	$ -	$ 1,011	80%		$ 2,229	79%
Police Seizure Expense	12,995	-	12,995	6,621	-	6,374	51%		867	664%
Fire Donation Expense	10,000	-	10,000	34,210	-	(24,210)	342%		2,980	1048%
Child Safety Expense	3,000	-	3,000	695	-	2,306	23%		264	163%
Court Technology Expense	10,000	-	10,000	-	-	10,000	0%		-	0%
Court Security Expense	16,860	-	16,860	-	-	16,860	0%		-	0%
Tree Mitigation Expense	-	-	-	-	-	-	0%		-	0%
LEOSE Expenditure	6,500	-	6,500	959	-	5,541	15%		3,955	-76%
Transfer Out (Escrow Funds)	-	-	-	500,000	-	(500,000)	0%		167,514	198%
Transfer Out (Tree Mitigation)	1,150,000	-	1,150,000	1,150,000	-	-	100%		200,000	475%
Total Expenses	$ 1,214,355	$ -	$ 1,214,355	$ 1,696,474	$ -	$ (482,119)	140%		$ 377,809	349%
REVENUE OVER (UNDER) EXPENDITURES	$ (783,082)	$ -	$ (783,082)	$ (1,248,729)					$ 223,788	
Beginning Fund Balance October 1			2,296,614	2,296,614					2,104,365	
Ending Fund Balance Current Month			$ 1,513,532	$ 1,047,885					$ 2,328,153	

Notes

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HOTEL OCCUPANCY TAX FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Taxes	$ 57,125	$ -	$ 57,125	$ -	$ -	$ 57,125	0%		$ -	0%
Interest Income	2,000	-	2,000	-	-	2,000	0%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	$ 59,125	$ -	$ 59,125	$ -	$ -	$ 59,125	0%		$ -	0%
EXPENDITURES										
Personnel	$ -	$ -	$ -	$ -	$ -	$ -	0%		$ -	0%
Development Agreement	28,563	-	28,563	-	-	28,563	0%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
Total Expenditures	$ 28,563	$ -	$ 28,563	$ -	$ -	$ 28,563	0%		$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	$ 30,562	$ -	$ 30,562	$ -					$ -	
Beginning Fund Balance October 1			-	-					-	
Ending Fund Balance Current Month			$ 30,562	$ -					$ -	

Notes

The Town's first hotel was expected to open in May 2025.

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WATER-SEWER FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Water Charges for Services	$ 24,470,841	$ -	$ 24,470,841	$ 16,428,915	$ -	$ 8,041,926	67%		$ 14,843,995	11%
Sewer Charges for Services	14,674,289	-	14,674,289	11,417,585	-	3,256,704	78%		9,357,785	22%
Licenses, Fees & Permits	377,705	-	377,705	400,872	-	(23,167)	106%		372,908	7%
Utility Billing Penalties	186,900	-	186,900	214,084	-	(27,184)	115%		185,270	16%
Interest Income	510,000	-	510,000	411,097	-	98,903	81%		428,132	-4%
Other	3,224,690	-	3,224,690	545,394	-	2,679,296	17%		590,403	-8%
Transfer In	-	-	-	-	-	-	0		-	0%
Total Revenues	$ 43,444,425	$ -	$ 43,444,425	$ 29,417,946	$ -	$ 14,026,479	68%		$ 25,778,494	14%
EXPENDITURES										
Administration	$ 1,063,187	$ -	$ 1,063,187	$ 1,052,209	$ 43,242	$ (32,264)	103%		$ 899,285	17%
Debt Service	6,753,424	-	6,753,424	2,853,759	-	3,899,665	42%	1	2,164,788	32%
Water Purchases	13,563,295	-	13,563,295	11,096,491	-	2,466,805	82%		8,654,581	28%
Sewer Management Fee	5,270,599	-	5,270,599	5,154,723	-	115,876	98%		4,236,135	22%
Franchise Fee	1,136,854	-	1,136,854	947,378	-	189,476	83%		574,876	65%
Public Works	9,601,940	-	9,601,940	6,893,012	768,062	1,940,866	80%		5,858,781	18%
Transfer Out	1,218,340	-	1,218,340	1,100,583	-	117,757	90%		5,461,423	-80%
Total Expenses	$ 38,607,639	$ -	$ 38,607,639	$ 29,098,156	$ 811,304	$ 8,392,828	77%		$ 27,849,868	4%
REVENUE OVER (UNDER) EXPENDITURES	$ 4,836,786	$ -	$ 4,836,786	$ 319,790					$ (2,071,375)	
Beginning Working Capital October 1			12,399,855	12,399,855					18,777,035	
Ending Working Capital			$ 17,236,641	$ 12,719,645					$ 16,705,660	

Notes

1 Annual debt service payments are made in February and August.

2 Minimum Ending Working Capital balance for FY25 = $9,349,700 (25%).

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WATER-SEWER FUND

	Jul-25		Jul-24		Growth %
	WATER	SEWER	WATER	SEWER	Change
# of Accts Residential	14,082	13,379	13,416	12,714	5.09%
# of Accts Commercial	503	458	461	413	9.95%
Consumption-Residential	217,540,280	94,111,458	305,562,160	90,834,460	-21.38%
Consumption-Commercial	30,211,900	16,758,430	32,187,220	17,393,440	-5.26%
Consumption-Commercial Irrigation	36,402,840		45,132,470		-19.34%
Avg Total Res Water Consumption	15,430		22,740		-32.15%
Billed ($) Residential	$ 1,544,368	$ 972,746	$ 2,087,465	$ 804,038	-26.02%
Billed ($) Commercial	$ 313,751	$ 185,403	$ 303,969	$ 157,073	3.22%
Billed ($) Commercial Irrigation	$ 348,694		$ 414,512		-15.88%
Total Billed ($)	$ 2,206,813	$ 1,158,148	$ 2,805,946	$ 961,112	-10.67%

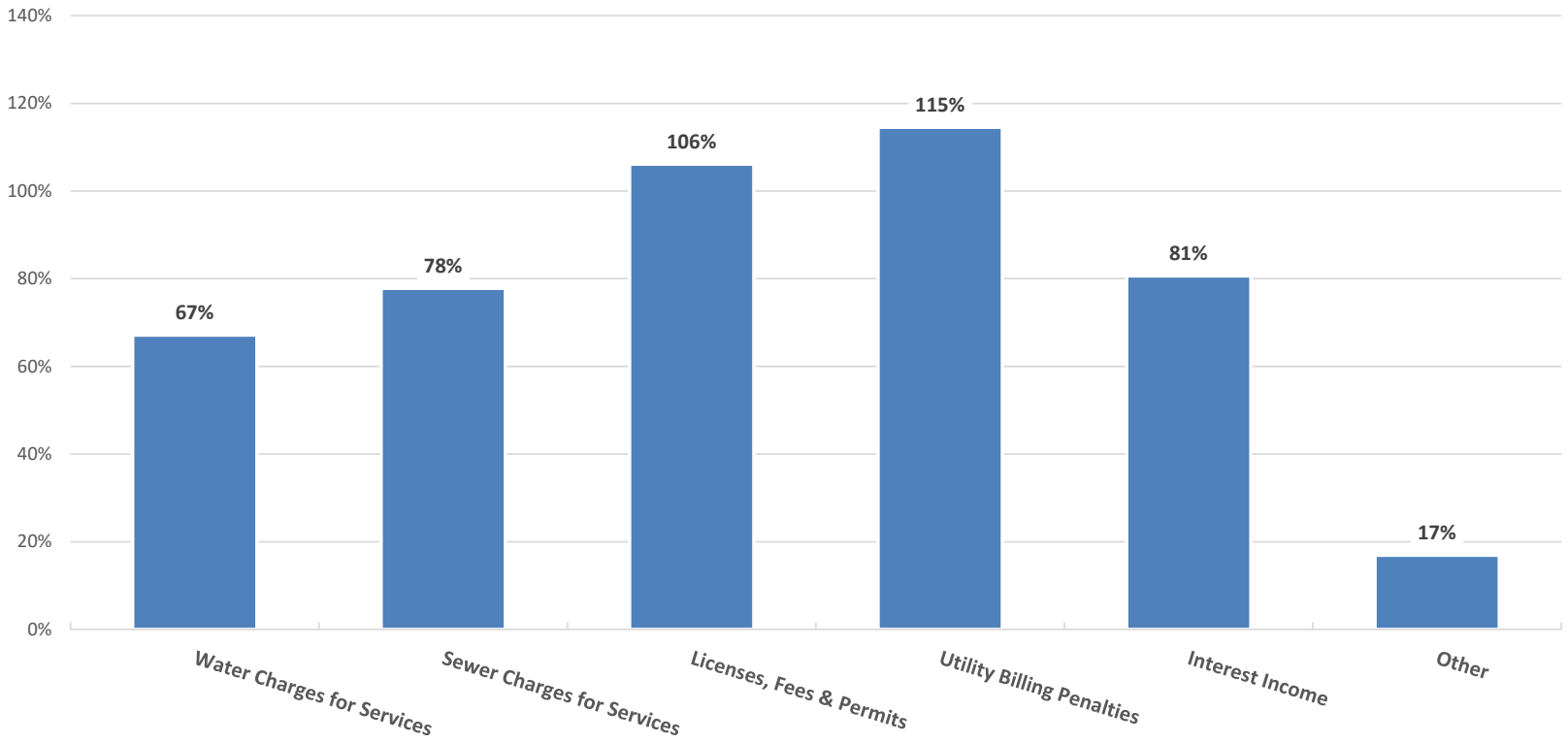
	FY2025			FY2024		
Month	**Avg. Temp (°F)**	**# Rain Days**	**Rainfall (in)**	**Avg. Temp (°F)**	**# Rain Days**	**Rainfall (in)**
October	75°	1	0.41	68°	8	11.30
November	61°	9	4.09	58°	2	0.57
December	61°	13	5.91	53°	5	4.09
January	43°	6	5.94	43°	10	3.86
February	49°	10	2.12	58°	5	1.56
March	64°	7	1.31	61°	12	6.57
April	69°	10	4.65	69°	9	9.07
May	74°	10	6.07	77°	11	9.71
June	82°	6	3.09	84°	5	4.35
July	85°	11	2.58	85°	8	1.84
August				89°	2	0.96
September				79°	6	3.02
Annual		**83**	**36.17**		**83**	**56.90**

Weather Data: https://www.wunderground.com/history/monthly/KDAL/date/2025-07

Average Total Residential Water Consumption by Month				
Month	**FY2025**	**FY2024**	**Five Year Average**	**Cumulative Average**
October	17,490	19,061	17,751	17,751
November	14,260	10,540	10,991	28,742
December	9,080	8,003	7,405	36,148
January	6,340	7,400	6,862	43,009
February	6,090	6,200	6,344	50,487
March	6,308	7,600	6,669	56,023
April	10,638	8,900	9,246	65,269
May	11,310	9,510	11,778	77,046
June	13,536	10,310	12,720	89,767
July	15,430	22,740	18,856	108,623
August		22,120	22,856	131,478
September		24,400	20,423	151,902
TOTAL (gal)	**110,482**	**162,724**	**151,902**	

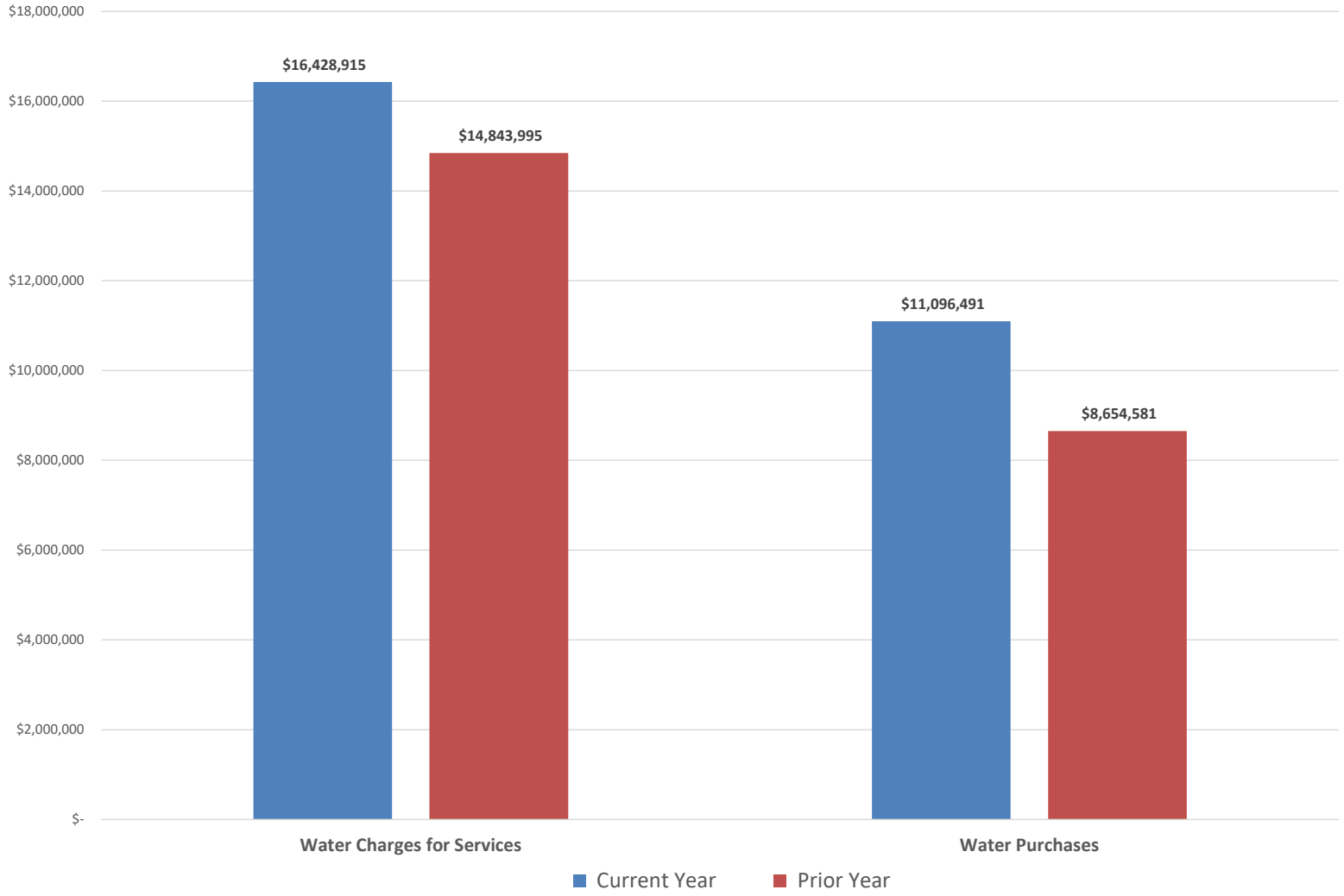
WATER SEWER FUND

REVENUE YTD % OF ANNUAL BUDGET



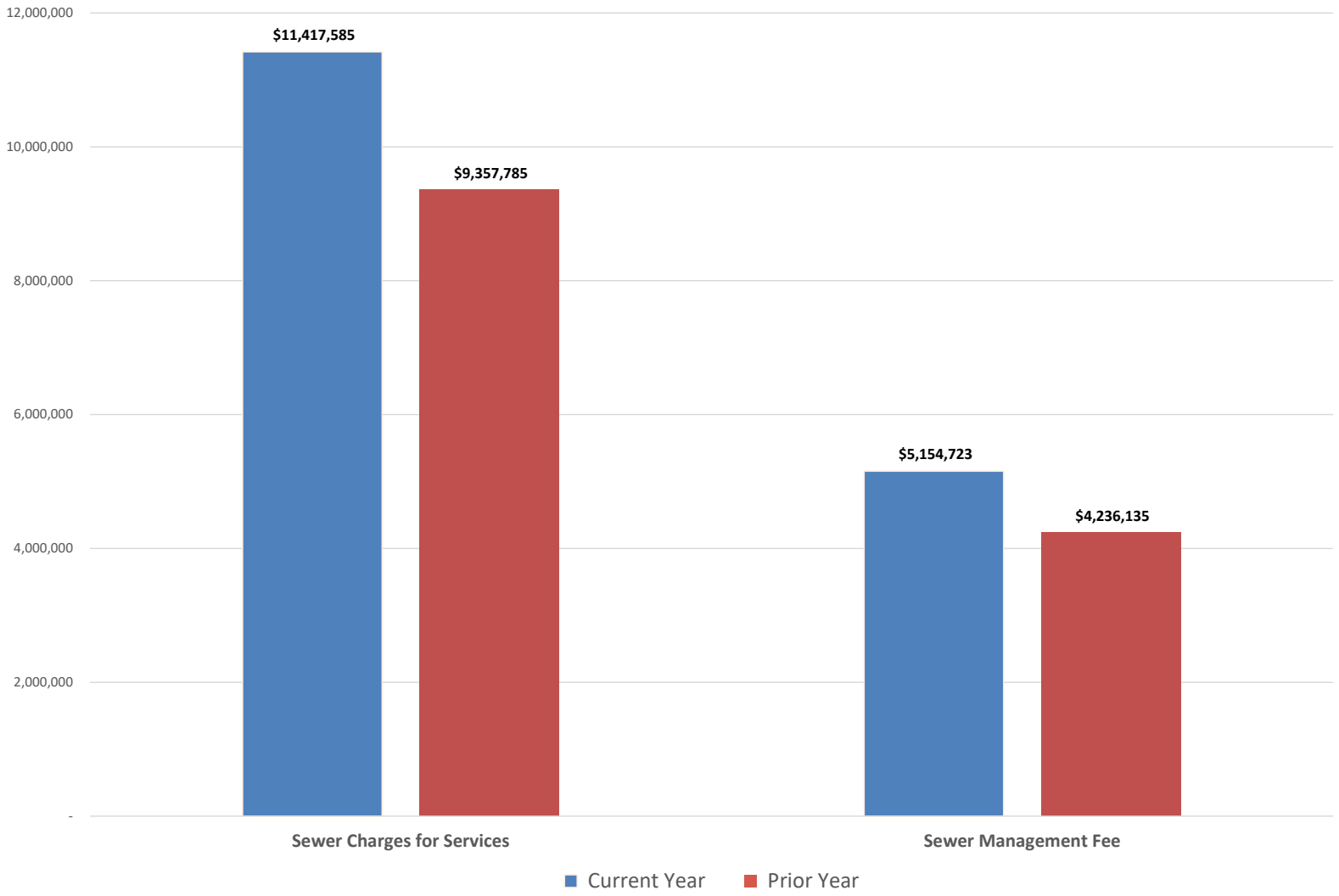
WATER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



SEWER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



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STORMWATER DRAINAGE UTILITY FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Storm Drainage Utility Fee	$ 950,000	$ -	$ 950,000	$ 820,440	$ -	$ 129,560	86%		$ 776,332	6%
Drainage Review Fee	3,500	-	3,500	-	-	3,500	0%		3,150	-100%
Interest Income	8,000	-	8,000	7,878	-	122	98%		10,750	-27%
Other Revenue	-	-	-	-	-	-	0%		-	0%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	$ 961,500	$ -	$ 961,500	$ 828,318	$ -	$ 133,182	86%		$ 790,232	5%
EXPENDITURES										
Personnel Services	$ 426,032	$ (3,475)	$ 422,557	$ 337,782	$ -	$ 84,775	80%		$ 262,859	29%
Debt Service	215,263	-	215,263	133,388	-	81,876	62%	2	150,531	-11%
Operating Expenditures	49,117	3,475	52,592	20,521	882	31,188	41%		33,768	-39%
Capital	177,812	-	177,812	159,669	142	18,001	90%		-	0%
Transfers Out	107,996	-	107,996	181,663	-	(73,667)	168%	1	319,496	-43%
Total Expenses	$ 976,220	$ -	$ 976,220	$ 833,023	$ 1,024	$ 142,173	85%		$ 766,654	9%
REVENUE OVER (UNDER) EXPENDITURES	$ (14,720)	$ -	$ (14,720)	$ (4,705)					$ 23,578	
Beginning Working Capital October 1			251,393	251,393					380,410	
Ending Working Capital Current Month			$ 236,673	$ 246,688					$ 403,988	

Notes

1 Capital project funds are transferred as needed; General fund transfers are made monthly.

2 Annual debt service payments are made in February and August.

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SOLID WASTE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sanitation Charges for Services	$ 3,295,173	$ -	$ 3,295,173	$ 3,058,069	$ -	$ 237,104	93%		$ 2,423,604	26%
Interest Income	4,500	-	4,500	6,900	-	(2,400)	153%		5,614	23%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenues	$ 3,299,673	$ -	$ 3,299,673	$ 3,064,968	$ -	$ 234,705	93%		$ 2,429,219	26%
EXPENDITURES										
Administration	$ 96,753	$ -	$ 96,753	$ 58,124	$ 89	$ 38,540	60%		$ 51,597	13%
Sanitation Collection	2,830,789	-	2,830,789	2,365,484	-	465,305	84%		2,028,227	17%
Capital Expenditure	-	-	-	-	-	-	0%		1,933,413	-100%
Debt Service	257,501	-	257,501	214,583	-	42,918	83%		94,583	127%
Transfer Out	-	-	-	-	-	-	0%		-	0%
Total Expenses	$ 3,185,043	$ -	$ 3,185,043	$ 2,638,191	$ 89	$ 546,763	83%		$ 4,107,820	-36%
REVENUE OVER (UNDER) EXPENDITURES	$ 114,630	$ -	$ 114,630	$ 426,777					$ (1,678,601)	
Beginning Working Capital October 1			120,426	120,426					5,985	
Ending Working Capital			$ 235,056	$ 547,203					$ (1,672,616)	

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VEHICLE AND EQUIPMENT REPLACEMENT FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Grant Revenue	$ -	$ -	$ -	$ -	$ -	$ -	0%		$ -	0%
Other Reimbursements	150,000	-	150,000	22,325	-	127,675	15%		-	0%
Interest Income	250,000	-	250,000	205,249	-	44,751	82%		237,276	-13%
Charges for Services	1,572,064	-	1,572,064	1,048,043	-	524,021	67%		1,232,472	-15%
Auction Proceeds	-	-	-	107,500	-	(107,500)	0%		-	0%
Total Revenue	$ 1,972,064	$ -	$ 1,972,064	$ 1,383,116	$ -	$ 588,948	70%		$ 1,469,748	-6%
EXPENDITURES										
Vehicle Replacement	$ 1,866,493	$ -	$ 1,866,493	$ 1,558,853	$ 502,108	$ (194,467)	110%		$ 236,659	559%
Equipment Replacement	526,908	-	526,908	529,404	199,285	(201,782)	138%		267,728	98%
Technology Replacement	145,200	-	145,200	-	-	145,200	0%		53,925	-100%
Total Expenditures	$ 2,538,601	$ -	$ 2,538,601	$ 2,088,257	$ 701,393	$ (251,049)	110%		$ 558,311	274%
REVENUE OVER (UNDER) EXPENDITURES	$ (566,537)	$ -	$ (566,537)	$ (705,141)					$ 911,436	
Beginning Fund Balance October 1			16,755,136	16,755,136					8,477,146	
Ending Fund Balance Current Month			$ 16,188,599	$ 16,049,995					$ 9,388,582	

Notes

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Expected Year to Date Percent 83.33%

HEALTH INSURANCE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Health Charges	$ 5,142,517	$ -	$ 5,142,517	$ 4,168,657	$ -	$ 973,860	81%		$ 3,752,161	11%
Cobra and Stop Loss Reimbursements	300,000	-	300,000	778,179	-	(478,179)	259%		112,466	592%
Interest Income	20,000	-	20,000	2,876	-	17,124	14%		28,914	-90%
Total Revenue	$ 5,462,517	$ -	$ 5,462,517	$ 4,949,711	$ -	$ 512,806	91%		$ 3,893,540	27%
EXPENDITURES										
Contractual Services	$ 176,000	$ -	$ 176,000	$ 77,552	$ -	$ 98,448	44%		$ 116,011	-33%
Employee Health Insurance	5,196,948	-	5,196,948	6,465,417	-	(1,268,469)	124%	1	3,917,523	65%
Total Expenditures	$ 5,372,948	$ -	$ 5,372,948	$ 6,542,969	$ -	$ (1,170,021)	122%		$ 4,033,533	62%
REVENUE OVER (UNDER) EXPENDITURES	$ 89,569	$ -	$ 89,569	$ (1,593,258)					$ (139,993)	
Beginning Fund Balance October 1			148,135	148,135					609,058	
Ending Fund Balance Current Month			$ 237,704	$ (1,445,123)					$ 469,065	

Notes

1 The Town has experienced several large claims

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
July 31, 2025

CAPITAL PROJECTS FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
Grants		$ 2,378,000	$ -	$ 2,378,000	$ -				
Property Taxes-Delinquent		-	-	-	-				
Property Taxes-Current		9,600,000	-	9,600,000	9,600,000				
Taxes-Penalties		-	-	-	-				
Contributions/Interlocal Revenue		-	-	-	1,025,300				
Bond Proceeds		19,450,000	-	19,450,000	-				
Interest Income		3,000,000	-	3,000,000	2,999,651				
Other Revenue		-	-	-	-				
Transfers In - Tree Mitigation		-	500,000	500,000	500,000				
Transfers In - Impact Fee Funds		-	7,500,000	7,500,000	7,558,982				
Transfers In - Escrows		-	1,150,000	1,150,000	1,150,000				
Transfers In - Park Dedication/Improvement		-	1,580,050	1,580,050	1,580,050				
Total Revenues		$ 34,428,000	$ 10,730,050	$ 45,158,050	$ 24,413,983				
EXPENDITURES									
Street & Traffic Projects									
Street Projects									
Frontier Parkway (BNSF Overpass)	$ 88,993	$ -	$ -	$ 88,993	$ 34,008	$ 54,985	$ -	$ -	$ -
First St (DNT to Coleman)	24,786,567	-	(28,500)	24,758,067	260,163	214,380	24,283,524	3,148,264	21,163,760
Coit Rd (First-Frontier) 4 Lns	27,789,900	20,000,000	-	27,789,900	63,756	533,474	27,192,671	1,790,055	25,402,615
DNT Main Lane (US 380 - FM 428)	7,671,186	5,114,124	-	7,671,186	2,557,062	-	5,114,124	-	5,114,124
Prosper Trail (Coit-Custer) 2	-	-	-	-	10,625	-	-	-	-
Gee Road (First Street - Windsong)	5,414,933	-	(4,927,692)	487,242	-	-	487,242	4,927,692	487,242
First Street (Elem-DNT) 4 Lanes	31,604,929	709,000	-	31,604,929	10,308,246	1,225,221	20,071,462	20,697,265	(625,803)
First St (Coit-Custer) 4 Lanes	27,269,101	-	(500,000)	26,769,101	856,437	17,000	25,895,665	25,515,599	880,066
Preston Road / First Street Dual Left Turns	900,000	-	-	900,000	-	22,077	877,923	71,523	806,400
Craig Street (Preston-Fifth)	750,000	300,000	-	750,000	235,307	54,443	460,251	381,053	79,198
Coleman (Gorgeous - Prosper Trail)	1,500,000	-	-	1,500,000	2,063,431	238,752	(802,183)	741,017	(1,543,200)
Coleman (Prosper Trail - PHS)	2,220,000	1,500,000	-	2,220,000	160	-	2,219,840	100	2,219,740
Legacy (Prairie - First Street)	11,425,000	800,000	-	11,425,000	1,842,597	173,675	9,408,728	8,275,307	1,133,421
Teel Parkway (US 380 - First Street Rd) NB 2 Lanes	5,850,000	-	-	5,850,000	1,137,243	16,169	4,696,587	4,896,723	(200,136)
Parvin (FM 1385 - Legacy)	500,000	-	-	500,000	-	-	500,000	500,000	-
Street Impact Fee Analysis	-	-	-	-	7,881	51,101	(58,982)	-	(58,982)
US 380 Deceleration Lanes - Denton County	500,000	-	-	500,000	-	-	500,000	43,600	456,400
Safety Way	800,000	-	-	800,000	454,085	-	345,915	-	345,915
Gorgeous/McKinley	700,000	-	-	700,000	-	-	700,000	-	700,000
First Street (Coleman)	2,500,000	2,000,000	-	2,500,000	-	95,409	2,404,591	468,049	1,936,542
Gee Road (US 380--FM 1385)	3,900,000	1,700,000	-	3,900,000	430,174	308,347	3,161,479	975,019	2,186,460
Frontier (Legacy-DNT)	300,000	-	-	300,000	-	-	300,000	300,000	-
Star Trail, Phase 5: Street Repairs	1,450,000	-	-	1,450,000	-	300,000	1,150,000	-	1,150,000
Prosper Trail (Coit - Custer) - 2 WB lanes	1,400,000	500,000	-	1,400,000	417,456	316,321	666,223	29,223	637,000
Windsong Parkway/US 380 Dual Left T	152,800	-	-	152,800	58,819	12,275	81,706	12,400	69,306
Legacy Drive (Prosper Tr. to P)	10,000	-	-	10,000	167	-	9,833		9,833
Coleman St (First-Georgeous)	660,000	-	-	660,000	256,828	293,242	109,930	110,530	(600)
Teel Parkway (First-Freeman)	800,000	-	-	800,000	332,648	474,093	(6,740)	-	(6,740)
Legacy (First St. - Prosper Tr	200,000	200,000	-	200,000	-	-	200,000	-	200,000
Legacy (First St. - Prosper Tr	550,000	550,000	-	550,000	-	-	550,000	-	550,000
Prosper Trail (Legacy - DNT)	1,200,000	1,200,000	-	1,200,000	138,431	842,569	219,000	-	219,000
Roundabout Peer Review and Tho	28,500	-	-	28,500	24,038	4,463	-	-	-
Prairie Dr Accelerated Opening	27,167	-	-	27,167	27,166	-	1	-	1
West Gorgeous (McKinley-Coleman)	230,000		-	230,000	46,192	176,804	7,004	-	7,004
Whitley Place Medians (1st St)	15,000	-	-	15,000	-	-	15,000	-	15,000
Unprogrammed Future Projects	800,000	800,000	-	800,000	-	-	800,000	-	800,000

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
July 31, 2025

CAPITAL PROJECTS FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
Traffic Projects									
Fifth Street Quiet Zone	500,000	-	-	500,000	-	-	500,000	-	500,000
Traffic Signal - Fishtrap & Artesia Boulevard	525,000	460,000	-	525,000	21,194	275,042	228,764	32,350	196,414
Median Lighting US 380 (Mahard-Lovers)	300,000	-	-	300,000	-	-	300,000	-	300,000
Traffic Signal - DNT/Frontier	281,500	-	-	281,500	181,389	72,683	27,428	16,125	11,303
Traffic Signal - Teel Pkway & Prairie Drive	525,000	460,000	-	525,000	15,285	1,818	507,897	23,800	484,097
Traffic Signal Acacia Parkway/Gee R	503,480	-	146,874	650,354	590,989	28,705	30,660	38,339	(7,679)
Traffic Signal First Street/Legacy	578,333	-	-	578,333	52,800	921,886	(396,353)	16,133	(412,486)
Opticom Repair/ Installation	-	-	-	-	75,597	6,960	(82,557)	-	(82,557)
Gee/Lockwood Pedestrian Hybrid	259,200	-	-	259,200	52,019	278,443	(71,263)	16,250	(87,513)
First/Copper Canyon Pedestrian	259,200	-	-	259,200	47,236	257,167	(45,204)	16,250	(61,454)
First/Chaucer Pedestrian Hybri	259,200	-	-	259,200	45,027	244,697	(30,524)	16,250	(46,774)
Tr. Signal (Denton-Fishtrap)	349,500	-	40,928	390,428	317,358	17,906	55,164	38,000	(23,764)
Traffic Improvement Projects	1,500,000	1,500,000	(187,802)	1,312,198	-	-	1,312,198	-	1,500,000
Traffic Signal Comunications Program Ph 2	495,000	495,000	-	495,000	-	-	495,000	-	495,000
Traffic Signal - Legacy & Prai	525,000	525,000	-	525,000	-	-	525,000	-	525,000
School Zone Flashers	-	-	-	-	140,544	-	(140,544)	-	(140,544)
Traffic Equipment	-	-	-	-	15,928	-	(15,928)	-	(15,928)
Capital Expenditures	-	-	-	-	-	-	-	-	-
Total Street & Traffic Projects	$ 170,854,490	$ 38,813,124	$ (5,456,192)	$ 165,398,298	$ 23,118,283	$ 7,530,108	$ 134,760,532	$ 73,096,915	$ 67,266,683
Park Projects									
Neighborhood Park									
Windsong Park #3	$ 750,000	$ -	$ -	$ 750,000	$ -	$ -	$ 750,000	$ -	$ 750,000
Lakewood Preserve, Phase 2	5,587,255	485,000	-	5,587,255	737,412	137,430	4,712,413	4,577,929	134,484
Downtown Park (Broadway/ Parvin)	1,158,240	750,000	-	1,158,240	47,745	14,540	1,095,955	43,415	1,052,540
Pecan Grove Park, Trail - Grant Matching	248,798	248,798	-	248,798	169,738	-	79,061	-	79,061
Playground Shade Structures (Various)	160,000	160,000	-	160,000	155,732	3,191	1,077	-	1,077
Whitley Place Meadow Park - Grant Matching	218,130	218,130	-	218,130	-	-	218,130	-	218,130
Trails									
Doe Branch Trail Connections	2,184,000	500,000	-	2,184,000	41,879	119,798	2,022,323	75,582	1,946,741
Various Hike and Bike Trails	580,680	-	-	580,680	-	-	580,680	-	580,680
Downtown Improvements									
Downtown Improvements	1,553,389	1,000,000	(319,806)	1,233,583	174,940	29,818	1,028,826	8,508	1,020,318
Downtown Monumentation	66,500	-	-	66,500	93,821	4,769	(32,090)	66,110	(98,200)
Prosper Parking Lot and Alley Improvements	122,500	-	-	122,500	26,100	24,200	72,200	-	72,200
Broadway/ Town Hall Connection	221,106	-	221,106	221,106	214,105	7,000		-	221,106
Downtown Lighted Bollards	98,700	-	98,700	98,700	98,700	-		-	98,700
Community Park									
Raymond Community Park	21,900,000	2,100,000	-	21,900,000	6,051,469	8,204,263	7,644,268	8,245,363	(601,095)
Raymond Community Park - Trail/ Bridge Grant	848,122	848,122	-	848,122	-	916,535	(68,413)	-	(68,413)
Froniter Park Pond Repairs	473,000	-	-	473,000	420,123	33,768	19,109	-	19,109
Frontier Park Concrete Repairs	120,000	120,000	-	120,000	-	-	120,000	-	120,000
Parks & Rec Admin Facility Parking Lot Paving	80,000	80,000	-	80,000	9,324	59,064	11,612	-	11,612
Doe Branch Property Masterplan	140,000	140,000	-	140,000	46,950	87,650	5,400	-	5,400
Doe Branch Property - Six Creek Crossings	650,000	650,000	-	650,000	-	-	650,000	-	650,000
Median/ Landscape Screening									
US 380 Green Ribbon Project	2,295,000	-	-	2,295,000	479,149	1,340,283	475,567	-	475,567
Prosper Trail Screening (Preston - Deer Run)	750,000	-	-	750,000	121,654	380,582	247,764	46,326	201,439
Parks, Recreation, & Open Space Master Plan	140,000	-	-	140,000	40,384	-	99,616	92,323	7,293
Unprogrammed Future Projects	800,000	800,000	-	800,000	-	-	800,000	-	800,000
Total Park Projects	$ 41,145,420	$ 8,100,050	$ -	$ 40,825,614	$ 8,929,224	$ 11,362,891	$ 20,533,499	$ 13,155,556	$ 7,697,749

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
July 31, 2025

CAPITAL PROJECTS FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
Facility Projects									
Public Safety									
Fire Station #4 - Design	$ 965,855	$ -	$ -	$ 965,855	$ 127,543	$ 144,845	$ 693,466	$ 693,467	$ (0)
Fire Station #4 - Other Costs	708,250	700,000	-	708,250	69,237	44,740	594,273	8,250	586,023
Fire Station #4 - Construction	11,225,000	1,025,000	-	11,225,000	4,519,438	6,942,963	(237,401)	-	(237,401)
Fire Station #4 - FF&E	775,000	775,000	-	775,000	-	40,026	734,974	-	734,974
Public Safety Fiber Ring	1,000,000	1,000,000	-	1,000,000	-	76,621	923,380	-	923,380
Fire Station #3 - Upgrades and Repairs	190,000	190,000	-	190,000	200,150	-	(10,150)	-	(10,150)
PD Needs Assessment	78,500	-	-	78,500	60,635	17,865	-	-	-
PD Station Improvements	366,235	-	-	366,235	14,370	-	351,865	351,865	(0)
Unprogrammed Future Projects	592,935	592,935	-	592,935	-	-	592,935	-	592,935
Public Safety Equipment									
Fire Station #4 - Engine	1,250,000	-	-	1,250,000	-	-	1,250,000	1,246,481	3,519
Fire Station #4 - Ambulance	552,000	-	-	552,000	416,316	-	135,684	135,283	401
Central Fire - Ambulance	495,000	-	-	495,000	32,497	-	462,503	461,427	1,076
PD Car Camera and Body worn Camera System	387,225	-	-	387,225	-	-	387,225	16,900	370,325
Parks, Public Works, Town Hall									
Parks and Public Works	5,802,938	2,352,938	-	5,802,938	519,634	2,429,285	2,854,019	120,521	2,733,498
Library Master Plan	130,000	-	-	130,000	62,538	13,989	53,474	53,474	-
Finish Out Interior Spaces Town Hall	650,000	-	-	650,000	53,331	-	596,669	366,394	230,275
Town Hall Repairs - Parking Lot, Steps, Fountain	273,000	273,000	-	273,000	48,534	5,000	219,466	-	219,466
Public Works Modular Buildings	712,224			712,224	641,002	71,222	-	-	-
Total Facility Projects	$ 26,154,162	$ 6,908,873	$ -	$ 26,154,162	$ 6,765,226	$ 9,786,556	$ 9,602,381	$ 3,454,063	$ 6,148,318
Transfer Out	-	-	-	-	(0)	-	-	-	-
Total Expenditures	$ 238,154,072	$ 53,822,047	$ (5,456,192)	$ 232,378,074	$ 38,812,732	$ 28,679,554	$ 164,896,412	$ 89,706,534	$ 81,112,750
REVENUE OVER (UNDER) EXPENDITURES				$ (187,220,024)	$ (14,398,750)				
Beginning Fund Balance (Restricted for Capital Projects) October 1				79,149,405	79,149,405				
Ending Fund Balance (Restricted for Capital Projects) Current Month				$ (108,070,619)	$ 64,750,655				

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
July 31, 2025

CAPITAL PROJECTS FUND-WATER/SEWER

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Year Expenditure	Project Budget Balance
REVENUES									
Interest Income		$ 800,000	$ -	$ 800,000	$ 1,305,280				
Bond Proceeds		33,896,633	-	33,896,633	-				
Grant Revenue		214,081	-	214,081	-				
Capital Contributions									
Transfers In		-	-	-	225,294				
Transfers In - ARPA Funds		-	-	-	-				
Transfers In - Impact Fee Funds		5,531,622	-	5,531,622	5,546,241				
Transfers In - Drainage Fund		50,000	-	50,000	50,000				
Transfers In - Bond Funds		-	-	-	-				
Total Revenues		$ 40,442,336	$ -	$ 40,442,336	$ 7,126,815				
EXPENDITURES									
Water Projects									
Lower Pressure Plane Pump Station Design	$ 18,931,100	$ -	$ -	$ -	$ 1,525,252	$ 341,021	$ (1,866,273)	$ 16,599,784	$ 465,044
LPP Water Line Phase, 2A	9,000,000	-	-	-	5,754,681	61,380	(5,816,061)	2,164,870	1,019,068
Water Line Relocation Frontier	6,900,000	3,500,000	-	3,500,000	434,059	4,686,731	(1,620,790)	490,232	1,288,978
Parks & Public Works, Phase 1	5,600,000	5,000,000	-	5,000,000	259,461	689,580	4,050,959	59,889	4,591,070
Ground Storage 6 MG Tank	8,100,000	2,560,993	-	2,560,993	312,358	264,890	1,983,746	22,333	7,500,420
DNT (Prosper Trail - Frontier Parkw	-	-	-	-	3,585	28,103	(31,688)	-	(31,688)
Water Impact Fee Analysis	-	-	-	-	7,170	139	(7,309)	-	(7,309)
DNT Water Line Relocation	-	-	-	-	25,127	11,893	(37,019)	-	(37,019)
Craig Street 2 MG EST Rehabilitation	460,000	460,000	-	460,000	-	368,950	91,050	-	91,050
Unprogrammed Future Water/Wastewater	286,463	286,463	-	286,463	-	-	286,463	-	286,463
Wastewater Projects									
Doe Branch Parallel Interceptor	16,253,327	8,853,327	-	8,853,327	3,750,000	-	5,103,327	-	12,503,327
Upper Doe Branch WW Line (Teel-PISD Stadium)	8,025,000	3,000,000	-	3,000,000	2,275,696	4,425,894	(3,701,591)	675,836	647,573
Doe Branch, Phase 3 WWTP	104,946,277	49,946,277	-	49,946,277	27,500,000	38,180	22,408,097	6,102,367	71,305,730
Wilson Creek WW Line	400,000	-	-	-	290,328	10,035	(300,362)	8,841	90,796
Denton ISD WW Line Reimbursement	531,622	531,622	-	531,622	-	-	531,622	-	531,622
Sewer Impact Fee Analysis	-	-	-	-	7,170	139	(7,309)	-	(7,309)
Total Water & Wastewater Projects	$ 179,433,789	$ 74,138,682	$ -	$ 74,138,682	$ 42,144,887	$ 10,926,935	$ 21,066,860	$ 26,124,152	$ 100,237,816
Drainage Projects									
Doe Branch Creek Erosion Control	$ 225,000	$ -	$ -	$ -	$ 183,560	$ 14,472	$ (198,032)	$ -	$ 26,968
Old Town Regional Pond #2	98,386	50,000	-	50,000	-	231	49,769	48,092	50,063
Total Drainage Projects	$ 323,386	$ 50,000	$ -	$ 50,000	$ 183,560	$ 14,703	$ (148,263)	$ 48,092	$ 77,031
Transfer out	-	-	-	-	-	-	-	-	
Total Expenses	$ 179,757,175	$ 74,188,682	$ -	$ 74,188,682	$ 42,328,447	$ 10,941,638	$ 20,918,597	$ 26,172,244	$ 100,314,847
REVENUE OVER (UNDER) EXPENDITURES				$ (33,746,346)	$ (35,201,632)				
Beginning Fund Balance (Restricted for Capital Projects) October 1				95,644,027	95,644,027				
Ending Fund Balance (Restricted for Capital Projects) Current Month				$ 61,897,681	$ 60,442,395				

TOWN OF PROSPER
A Place Where Everyone Matters

TOWN ATTORNEY

To: **Mayor and Town Council**

From: **Terrence S. Welch, Town Attorney**

Through: **Mario Canizares, Town Manager**

Re: **Atmos Rate Review Mechanism Filing**

Town Council Meeting – August 26, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

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Agenda Item:

Consider and act upon a Resolution approving a Negotiated Settlement between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division regarding the Company's 2023 Rate Review Mechanism Filing; declaring the existing rates to be unreasonable; finding the rates to be set by the attached Settlement Tariffs to be reasonable and in the public interest; and approving an attachment establishing a benchmark for pensions and retiree medical benefits.

Description of Agenda Item:

The Town, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2025, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2024, entitled it to additional system-wide revenues of $245.2 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to $225.6 million, $163.5 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be $185.6 million instead of the claimed $245.2 million.

After several settlement meetings, the parties have agreed to settle the case for $205.6 million. This is a reduction of $20 million to the Company's initial request. This includes payment of ACSC's expenses. The Effective Date for new rates is October 1, 2025.

Atmos generated rate tariffs attached to the Resolution will generate $205.6 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

The impact of the settlement on average residential rates is an increase of $7.83 on a monthly basis, or 9.27%. The increase for average commercial usage will be $25.73 or 6.56%. Atmos provided bill impact comparisons containing these figures.

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

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

Attached Documents:
1. Resolution & Attachments

Town Staff Recommendation:
Town Staff recommend that the Town Council approve a Resolution approving a Negotiated Settlement between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division regarding the Company's 2023 Rate Review Mechanism Filing; declaring the existing rates to be unreasonable; finding the rates to be set by the attached Settlement Tariffs to be reasonable and in the public interest; and approving an attachment establishing a benchmark for pensions and retiree medical benefits.

Proposed Motion:
I move to approve a Resolution approving a Negotiated Settlement between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division regarding the Company's 2023 Rate Review Mechanism Filing; declaring the existing rates to be unreasonable; finding the rates to be set by the attached Settlement Tariffs to be reasonable and in the public interest; and approving an attachment establishing a benchmark for pensions and retiree medical benefits.

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2025 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the Town of Prosper, Texas ("Town") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the Town is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the Town in a rate ordinance in 2018; and

WHEREAS, on or about April 1, 2025, Atmos Mid-Tex filed its 2025 RRM rate request with ACSC Cities based on a test year ending December 31, 2024; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2025 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $205.6 million on a system-wide basis with an Effective Date of October 1, 2025; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

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

SECTION 1

That the findings set forth in this Resolution are hereby in all things approved.

SECTION 2

That, without prejudice to future litigation of any issue identified by ACSC, the Town Council finds that the settled amount of an increase in revenues of $205.6 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2025 RRM filing, is in the public interest, and is consistent with the Town's authority under Section 103.001 of the Texas Utilities Code.

SECTION 3

That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

SECTION 4

That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $205.6 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

SECTION 5

That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

SECTION 6

That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2025 RRM filing.

SECTION 7

That to the extent any resolution or ordinance previously adopted by the Town Council is inconsistent with this Resolution, it is hereby repealed.

SECTION 8

That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 9

That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

SECTION 10

That consistent with the Town Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2025.

SECTION 11

That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 26TH DAY OF AUGUST, 2025.

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____

Terrence S. Welch, Town Attorney

ATTACHMENT 1

ATTACHMENT 2

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**R – RESIDENTIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application
Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 23.65 per month
Rider CEE Surcharge	$ 0.03 per month[1]
Total Customer Charge	$ 23.68 per month
Commodity Charge – All Ccf	$ 0.74748 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1]Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2025.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**C – COMMERCIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application
Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 94.00 per month
Rider CEE Surcharge	$ 0.01 per month[1]
Total Customer Charge	$ 94.01 per month
Commodity Charge – All Ccf	$ 0.22261 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

[1] Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2025.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application
Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,848.75 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.7678 per MMBtu
Next 3,500 MMBtu	$ 0.5623 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.1206 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

This tariff is not available to customers with a maximum daily demand of 1,000 MMBtu or greater and a daily/annual load factor of 10% or less. Load factor is calculated as follows: annual usage / (maximum daily connected demand X 365). Load factors will be recalculated once each year to determine appropriate eligibility for Rate T.

Type of Service
Company's receipt and delivery of all gas quantities under the applicable Transportation Agreement will be on a wholly interruptible basis subject to the Terms and Conditions incorporated in the Transportation Agreement. If Customer is an Industrial Customer, then Customer may elect, at the reasonable discretion of Company, to contract for Plant Protection transportation quantities defined as the minimum natural gas required to prevent physical harm and/or protect critical safety to the plant facilities, plant personnel, or the public when such protection cannot be achieved through the use of an alternate fuel. Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,848.75 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.7678 per MMBtu
Next 3,500 MMBtu	$ 0.5623 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.1206 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company the greater of (i) $0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

Overpull Fee
Upon notification by Company of an event of interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**SUR – SURCHARGES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application

This Rider is applicable to customer classes in the incorporated areas under the RRM tariff as authorized by the state or any governmental entity, a municipality, or a regulatory authority pursuant to any statute, ordinance, order, rule, contract, or agreement.

Monthly Calculation

Surcharges will be calculated in accordance with the applicable statute, ordinance, order, rule, contract, or agreement.

FASB ASC 740-10 (Fin48) Refund

Applicable to Customers taking service under Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation.

To ensure that gas utility customers receive the benefit associated with the changes in the Company's Uncertain Tax Positions ("UTPs") arising from recognition of Texas Margin Tax returns.

The decrease shall be calculated as follows:

Beginning with implementation of rates from the negotiated RRM Tariff, and annually thereafter, the portion of UTP liabilities identified in Schedule FIN48-1.1 for the prior fiscal year shall be allocated based on the final class allocations of GUD No. 10170 as per the RRM Tariff, divided by the annual bill count to derive rates to be refunded through Rider SUR in the subsequent fiscal year. Each year's calculation will include a true-up (+ or -) due to account for over/under collections. Amounts identified in Schedule FIN48-1 shall be adjusted to reflect any audit adjustments received from the Texas Comptroller of Public Accounts.

No action on the part of the Regulatory Authority is required to give effect to the amount to be refunded to customers. However, any amount refunded to customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding with the Railroad Commission of Texas, and if applicable, the gas utility shall be required to reconcile any discrepancies.

The following refund as authorized in the most recent negotiated RRM Tariff shall be refunded to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer's monthly bill in each month for a 12-month period. The refund amount by month by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Rate R – Residential Sales	$ (0.12)
Rate C – Commercial Sales	$ (0.41)
Rate I – Industrial Sales	$ (8.68)
Rate T – Transportation	$ (8.68)

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**TAX – TAX ADJUSTMENT**	
APPLICABLE TO:	**Entire Division as Set Forth Below**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	**PAGE:**

Application

Applicable to Customers taking service under Rate R, Rate C, Rate I, and Rate T, except for exempt State Agency Customers, to the extent of state gross receipts taxes only.

1. State Gross Receipts Taxes

Applicability - Entire Division except for Unincorporated Areas

Each monthly bill shall be adjusted for Miscellaneous state gross receipts taxes imposed by Sections 182-021 - 182-025 of the Texas Tax Code.

Entire Division

Each monthly bill shall also be adjusted by an amount equivalent to the amount of all applicable taxes and any other governmental impositions, rentals, fees, or charges (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed upon or allocated to Company with respect to the Gas Service provided to Customer by Company, and any associated facilities involved in the performance of such Gas Service. Each monthly bill shall also be adjusted by an amount equivalent to the proportionate part of any increase or decrease of any tax and any other governmental imposition, rental, fee, or charge (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed subsequent to the effective date of this tariff, upon or allocated to Company's operations, by any new or amended law, ordinance, or contract.

2. Federal or State Tax Law or Rate Changes:

Applicability – All Customers in the Mid-Tex Division ("MTX") Under the RRM Tariff

Applicable to Customers taking service under Rate R, Rate C, Rate I, and Rate T.

To ensure that gas utility customers receive the benefits or costs associated with the changes in tax rates at a federal or state level, MTX shall establish and accrue on its books and records, as of the effective date of the federal or state tax law or rate change: 1) regulatory liabilities to reflect the impact of a decrease in federal corporate income tax rates or state margin tax rates; or, 2) regulatory assets to reflect the impact of an increase in federal corporate income tax rates or state margin tax rates.

The gas utility may not change rates to give effect to a change in Federal or State Tax law or rates through the Rider TAX unless and until the city issues final authorization, an Accounting Order, or other express guidance authorizing such recovery through the RRM process.

Company may also not change rates to capture the impacts associated with the effects of Public Law 117-169, 136 STAT. 1818 of August 16, 2022 ("Tax Act 2022") and certain other tax-related costs that will change from the amounts included in the most recent base revenue requirement established through an RRM filing unless and until the city issues a final authorization, an Accounting Order, or other express guidance authorizing such recovery.

Upon receipt of authorization from the city through an Accounting Order, final authorization or other express guidance, the calculation applicable to the aforementioned federal or state tax rate or law changes are as follows; however, to the extent there is a conflict between the calculation or methodology

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**TAX – TAX ADJUSTMENT**	
APPLICABLE TO:	**Entire Division as Set Forth Below**	
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prescribed by an Accounting Order, final authorization, or other express guidance, and those contained in this rate schedule, the Accounting Order, final authorization, or other express guidance controls:

Calculations

1. With regard to changes in the tax rates at a federal or state level, the increase or decrease shall be calculated as follows:

    a. A portion of the gas utility's revenue representing the difference between: 1) the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility's most recent statement of intent or other rate proceeding, and 2) the cost of service that would have resulted had the rates been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change;
    b. If applicable, the portion of the gas utility's revenue representing the difference between: 1) each Interim Rate Adjustment surcharge approved by the regulatory authority since the gas utility's most recent statement of intent or other rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the surcharges been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change; and
    c. The excess or deficient deferred tax reserve, including any associated gross up in taxes, caused by the reduction or increase in the federal corporate income tax rate or state related tax increases, as of the effective date of the change.

Upon the receipt of authorization from the Commission or applicable regulatory authority, the gas utility shall separately refund to customers based on a decrease in federal or state tax rates or separately collect from customers based on an increase in federal or state tax rates within twelve (12) months or, pursuant to applicable Internal Revenue Code ("IRC") rules and regulations, as follows:

    d. The amount collected/refunded by the gas utility that reflects the difference in base rates between: 1) the cost of service approved by the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
    e. If applicable, the amount collected/refunded by the gas utility that reflects the difference between: 1) each Interim Rate Adjustment surcharge approved by the Commission or the regulatory authority since the gas utility's most recent statement of intent rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
    f. The amount collected/refunded by the gas utility that reflects the difference in the excess or deficient deferred tax reserve included in base rates between: 1) the cost of service approved by the Commission or the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes. These amounts shall be refunded or collected from customers based upon IRC rules and regulations if applicable.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**TAX – TAX ADJUSTMENT**	
APPLICABLE TO:	**Entire Division as Set Forth Below**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	**PAGE:**

2. With regard to the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement established through an RRM filing, any change in rates shall be calculated as follows:

   (a) The amount shall be calculated as the product of Company's grossed-up rate of return authorized in the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility's most recent statement of intent or other rate proceeding times the Corporate Alternative Minimum Tax deferred tax asset ("CAMT DTA") estimated at September 30 of the fiscal year or applicable quarter-end within a fiscal year prior to the annual change in the rates pursuant to this tariff, less the income tax credits received in accordance with IRC requirements applicable to the Tax Act 2022 grossed-up for income taxes to a revenue equivalent.

   (b) The estimated CAMT DTA and the related effects on the rider revenue requirements shall be trued up to the actual effects in the following year and the over/under recovery amortized over the twelve months that each year's recalculated tariff rates are in effect. The over/under recovery shall include a grossed-up rate of return as authorized in Company's most recent statement of intent or other rate proceeding.

   (c) The methodology for computing Company's CAMT is as follows:

      i. Confirm when Atmos Energy Corporation and its affiliates are subject to CAMT as an "applicable corporation" as defined the Tax Act 2022, then there will be MTX's CAMT DTA in the tariff.

      ii. Calculate the Mid-Tex Division's (MTX) contribution to Adjusted Financial Statement Income ("AFSI") on a stand-alone basis. MTX's AFSI is calculated by adjusting MTX's applicable financial statement income by adjustments to depreciation, pension costs and federal income tax to arrive at AFSI. AFSI is intended to be computed consistent with applicable IRC requirements.

      iii. Compare MTX's CAMT stand-alone amount with MTX's regular stand-alone tax liability. If the stand alone CAMT is in excess of the stand-alone regular tax, the CAMT DTA is recorded to MTX.

If the Internal Revenue Service issues new guidance related to the Tax Act 2022, Company shall have the right to make additional filings to recognize such adjustments.

Any Commission filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change with the Commission's Oversight and Safety Division or as part of a Statement of Intent.

Any city filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change and addressed to the city official at the address of record with the Mid-Tex Division.

With the exception of the authorization required from the Commission to allow the gas utility to recognize the new federal income tax rate (increase or decrease) or state taxes (increase or decrease) or the impacts associated with the effects of the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement in the last approved RRM Tariff filing, no action on the part of the regulatory authority is required to give effect to the amount to be refunded or

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**TAX – TAX ADJUSTMENT**	
APPLICABLE TO:	**Entire Division as Set Forth Below**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	**PAGE:**

collected from customers. However, any amount refunded or collected from customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding, and if applicable, the gas utility shall be required to reconcile any discrepancies.

Regulatory orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007). Rate changes subject to the provisions of this tariff may be implemented upon the filing of an appeal to the relevant authority.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BI_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

$WNA_i = WNAF_i \times q_{ij}$

Where q_{ij} is the relevant sales quantity for the jth customer in ith rate schedule.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Base Use/Heat Use Factors

	Residential		Commercial	
Weather Station	Base use Ccf	Heat use Ccf/HDD	Base use Ccf	Heat use Ccf/HDD
Abilene	9.61	0.1476	91.65	0.7406
Austin	8.19	0.1394	183.99	1.1581
Dallas	12.74	0.2017	193.53	1.1001
Waco	9.23	0.1277	148.26	0.7631
Wichita Falls	10.43	0.1387	122.94	0.7038

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at www.atmosenergy.com/MTXtariffs, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2024

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2025 Willis Towers Watson Report as adjusted	$ 572,372	$ (649,253)	$ 882,931	$ (3,920,499)	$ 65,943	
2	Allocation Factor	46.27%	46.27%	84.14%	84.14%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	$ 264,856	$ (300,432)	$ 742,888	$ (3,298,664)	$ 65,943	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	$ 264,856	$ (300,432)	$ 742,888	$ (3,298,664)	$ 65,943	$ (2,525,408)
6							
7	O&M Expense Factor	76.41%	76.41%	39.54%	39.54%	10.97%	
8							
9	Summary of Costs to Approve:						
10	Total Pension Account Plan	$ 202,374		$ 293,727			$ 496,101
11	Total Post-Employment Benefit Plan		$ (229,557)		$ (1,304,242)		(1,533,799)
12	Total Supplemental Executive Benefit Plan					$ 7,231	7,231
13	Total (Ln 10 + Ln 11 + Ln 12)	$ 202,374	$ (229,557)	$ 293,727	$ (1,304,242)	$ 7,231	$ (1,030,467)

TOWN OF PROSPER
A Place Where Everyone Matters

TOWN ATTORNEY

To: **Mayor and Town Council**

From: **Terrence S. Welch, Town Attorney**

Through: **Mario Canizares, Town Manager**

Re: **Suspending CoServ Ltd.'s Requested GRIP Rate Adjustments**

Town Council Meeting – August 26, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

---

Agenda Item:
Consider and act upon a Resolution suspending a requested GRIP rate increase from CoServ Gas, Ltd.

Description of Agenda Item:
On July 18, 2025, CoServ Gas, Ltd. ("CoServ"), pursuant to Chapter 104 of the Gas Utility Regulatory Act, found in the Texas Utilities Code, proposed to implement interim adjustments under the Gas Reliability Infrastructure Program (GRIP) because of investments that CoServ Gas allegedly made in calendar year 2024. The rates charged by CoServ are regulated and set by the individual cities within the system and the Pipeline System is regulated exclusively by the Railroad Commission of Texas (RRC). By suspending the proposed rate increase, the Town will be allowed an indefinite time period to reasonably review CoServ's data and take appropriate action. Otherwise, the GRIP Rate adjustments will be effective September 17, 2025.

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

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

Attached Documents:
1. Resolution

Town Staff Recommendation:
The Town Attorney recommend that the Town Council approve a Resolution suspending a requested GRIP rate increase from CoServ Gas, Ltd.

Proposed Motion:

I move to approve a Resolution suspending a requested GRIP rate increase from CoServ Gas, Ltd.

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, SUSPENDING THE SEPTEMBER 1, 2023, EFFECTIVE DATE OF THE PROPOSAL BY COSERV GAS, LTD. TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2024 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Prosper, Texas ("Town"), is a gas utility customer of CoServ Gas, Ltd. ("CoServ" or "the Company"), and a regulatory authority with an interest in the rates and charges of CoServ; and

WHEREAS, CoServ made filings with the Town and the Railroad Commission of Texas ("Railroad Commission") on July 18, 2025, proposing to implement interim rate adjustments ("GRIP Rate Increases"), pursuant to Texas Utilities Code § 104.301, on all customers served by CoServ, effective September 17, 2025; and

WHEREAS, it is incumbent upon the Town, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

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

SECTION 1

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

SECTION 2

The September 17, 2025, effective date of the GRIP Rate Increases proposed by CoServ is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

SECTION 3

A copy of this Resolution shall be sent to CoServ, care of Brent Bishop at 7701 South Stemmons, Corinth, Texas 76210-1842, and to Thomas L. Brocato, legal counsel to the Town, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

SECTION 4

This Resolution shall be effective from and after its passage by the Town Council.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 26TH DAY OF AUGUST, 2025.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

TOWN OF PROSPER
A Place Where Everyone Matters

Information Technology

To: **Mayor and Town Council**

From: **Leigh Johnson, Director of I.T.**

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

Re: **Contract for I.T. Department Remodel**

Town Council Meeting – August 26, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

---

Agenda Item:
Consider and act upon authorizing expenditures with SDB Contracting Services for remodeling services and ODP Business Solutions for furniture additions to the Town Hall I.T. Department for $260,642.

Description of Agenda Item:
During the budget review, the Town Council approved funding for interior renovations to Town Hall. These improvements include completing the unfinished space on the third floor near the Mayor's office, which was previously used for storage, as well as a comprehensive renovation of the current I.T. Department.

The purpose of these projects is to create additional and more efficient workspaces to accommodate the growing number of staff, some of whom are currently officing in a hallway, and others who office with other departments. The renovations will include remodeling and additional furniture, aimed at optimizing the use of space and enhancing functionality, operational efficiency, and staff productivity.

Upon completion, these improvements will bring the I.T. office space up to Town Hall standards and provide dedicated workspace for all current positions and two future positions, as outlined in the department's five-year strategic staffing plan.

Budget Impact:
This project will be charged to Account FC-2023-30-CONST-CONST. The project expenditures include $127,469 allocated to ODP Business Solutions for furniture procurement and installation, via Omnia contract R240112, and $133,173 for remodeling services provided by SDB Contracting Services via BuyBoard, bringing the total expenditure to $260,642.

Attached Documents:
1. SDB Contracting Services Proposal
2. ODP Business Solutions Workspace Interiors Proposal

Town Staff Recommendation:

Town staff recommend that the Town Council authorize expenditures with SDB Contracting Services for remodeling services and ODP Business Solutions for furniture additions to the Town Hall I.T. Department for $260,642.

Proposed Motion:

I move to authorize the Town Manager to authorize expenditures with SDB Contracting Services for remodeling services and ODP Business Solutions for furniture additions to the Town Hall I.T. Department for $260,642.

SDB CONTRACTING SERVICES

SDB, Inc.
8131 Lyndon B Johnson Fwy. #785
Dallas, TX 75251
(469) 619-3753

JOC PROPOSAL

CUSTOMER:	**City of Prosper**	BID DATE:	**7/16/2025**
ADDRESS:	**250 W. 1st St.**	PROPOSAL NO.:	**25-65-0036**
	Prosper, TX. 75078	PROPOSAL TYPE.:	**BuyBoard**
JOB DESC.:	**IT Office Remodel**		**Rev#1**
CONTACT:	**Joey Stinson**		

We are pleased to propose the following pricing thru BuyBoard contract #728-24: Pricing includes all labor, materials, and equipment.

Scope Of Work

Demo Existing Gyp Ceiling in IT Room
Demo Existing Walls for IT Room
Demo Existing Demising Wall
Demo Existing LVT
Demo Existing Millwork
Furnish and Install (2) Left Handed Doors and Frames with Side Lite
Furnish and Install (1) Left Handed Frame with Side Lite
Furnish and Install Glazing for (3) New Side Lite
Frame and Drywall New GIS Manager Office - Approx. 12'x12' *Layout to be Confirmed. Framing and Drywall to be 3" above Ceiling*
Frame and Drywall New IT Manager Office - Approx. 12'x12' *Layout to be Confirmed. Framing and Drywall to be 3" above Ceiling*
Furnish and Install New ACT Ceiling 4x4, in Lieu of Existing Gyp. Ceiling.
Furnish and Install Chair to Match Existing in Hallway
Furnish and Install Wood Base to Match Existing in Hallway
Install Owner Provided Carpet in Two New Office and what Previously was IT Room
Furnish and Install Rubber Cove Base to Match Existing
Tape, Bed, Texture and Paint All New Walls. Where Existing Walls are being removed, Corner to Corner will need to be painted.
Paint All IT Office Space. New Color TBD.
Cap Existing Mechanical Ducts in Existing IT Room.
Furnish and Install (2) New Air Devices, (Grills)
Adjust Light Fixtures for New Ceiling Layout
Furnish and Install (2) New Switches
Furnish and Install (4) Dedicated circuits to furniture.
Furnish and Install (14) Duplex Outlets.
Run (52) Plenum Rated CAT 6 Drops - Provide and Terminate Keystone/RJ45 Jacks
Relocate (5) Concealed Fire Sprinklers
Relocate (1) Fire Alarm Device

SUB TOTAL	**$**	**124,803.01**
Paint Alt Included	**$**	**4,774.00**
P&P Bonds	$	3,595.15
TOTAL	**$**	**133,172.15**

CLARIFICATIONS

1) Day Time work, During Normal Business Hours - Monday - Friday 7 A.M.-5 P.M.
2) Furniture Moving by Owner
3) IT Rack Relocation by Owner
4) New Furniture to be Owner Furnished and Owner Installed
5) Pricing Based on Plans Agreed Upon Through Email on 07/07/2025 by Robert Cook.
6) No New Asbestos Survey Needed, City of Prosper had Affidavit on File.

EXCLUSIONS

1) Permits, Design, Engineering, Taxes
2) Premium time unless otherwise indicated
3) Unforeseen schedule setbacks
4) Expediting material is not included
5) Excludes any and all cost increases resulting from tariffs that are not currently in effect at the time of bid submission.
6) No Work to WAP, Card Readers, Cameras, Security System
7) No Additional Drawings for Permitting
8) No Roof Work
9) No New Millwork

Thank you,

SDB, Inc.

Andres Puente - Project Manager
Prepared by

Austin Schmidt
Reviewed by

Accepted by:

City of Prosper

Quote #: 6
Date: 7/10/2025

Brenda Reber
972-804-4808 brenda.reber@odpbusiness.com

TD 642424 TOWN OF PROSPER - IT DEPT REMODEL

SOLD TO:
TOWN OF PROSPER

SHIP TO:
TOWN OF PROSPER CITY HALL
50 W 1st ST

PROSPER TX 75078
LEIGH JOHNSON
972-346-2640

NOTES:

Pricing in this proposal is based on current market conditions and may change due to tariff adjustments or government fees. Any increases before order invoice could adjust the final pricing.

OMNIA REGION 4 - CONTRACT R240112

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
GIS MANAGER				
1	2	**8335T** MAYNE, Armchair, Upholstered Back & Seat, Wood Frame, Std 4 Legged Wood Frame, Does not Stack, GLOBAL SEATING USA	$478.50	$957.00
		Textile {10|04} ~01 Grade 01 Grade 01 Textile {GR} ~CAER Carrera (Global) Carrera (Global) {FR} CE90 1-Flannel Frame Finish {20} MM F-Medium Walnut, Wood Frame MWM Commercial or GSA Offering ~STD Commercial Furniture Offering		
2	1	**ZMPBF22** 22.6"d x 16"w x 22"h, Pedestals, Mobile w/Overhang w/Box/File Drawers, ZIRA	$559.85	$559.85
		Material Type {19} HP M-High Pressure Laminate (1-1/16" Thick) Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} WHE 1-Walnut Heights WHE Base Finish {50} ~ZBSE Zira Chassis Finish Base Finish - {F2} WHE 2-Walnut Heights WHE Handle Type ~ Handle Option Handle Type {80} HR M-Bar Handle - Black Lock Finish {89} BK M-Black Lock BLK Keys{40} K-410 C-Keyed for Lock #410 Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)		

LINE	QTY	PRODUCT	UNIT SELL	EX
3	1	**Z3684F3R**	$1,243.67	$1,243.67

36"d x 84"w x 29.5"h, Single Pedestal, Rectangular Top Desk, Box/Box/ File Right, Faux Pedestal Left, Hutches Cannot be Used on Desk, ZIRA

Material Type {19}	HP	M-High Pressure Laminate (1-1/16" Thick)
Top Finish {20}	~ZTOP	Zira Top Finish
Top Finish {F1}	WHE	1-Walnut Heights WHE
Top Thickness/ Edge Type {45}	AR	F-1" Top, Bicut Edge
Base Finish {50}	~ZBSE	Zira Chassis Finish
Base Finish - {F2}	WHE	2-Walnut Heights WHE
Modesty Panel Type {85}	~	Laminate Full to Floor Modesty (STD)
Handle Type	~	Handle Option
Handle Type {80}	HR	M-Bar Handle - Black
Lock Finish {89}	BK	M-Black Lock BLK
Keys{40}	K-410	C-Keyed for Lock #410
Grommet/Electrical Cut-Out Optio	~POS1	Grommet/Electrical Cut-Out Options - Left Position
Grommet/Electrical Cut-Out Optio	AG1	M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accep
Grommet/Electrical Cut-Out Optio	~	Grommet/Electrical Not Required - Center Position
Grommet/Electrical Cut-Out Optio	~	Grommet/Electrical Not Required - Right Position
Custom Grommet Location (Applic	~	Grommet/Electrical Not Required - Custom Grommet Loc
Commercial GSA Offering	~NGSA	Non-GSA (Commercial Furniture Offering)

4	1	**EVWS2952**	$217.88	$217.88

29"d x 52"w, Height Adjustable Rectangular Worksurface without Scoops, (Height Adjustable Base Sold Separate), 3mm PVC Edge Trim

Worksurface Laminates {SF}	HP	High Pressure Laminates (1 1/16" Thickness)
High Pressure Laminates {20}	WHE	Walnut Heights
PVC Trim Finishes {45}	WHE	Walnut Heights
Commercial or GSA Offering	STD	Commercial Furniture Offering

5	1	**Z30L7EL**	$1,112.30	$1,112.30

24"d x 30"w x 71.9"h, Personal Towers, Left w/Doors, 2 File Drawers on Bottom, 1 Adj. Shelf above Rod, ZIRA

Top Finish {20}	~ZTOP	Zira Top Finish
Top Finish {F1}	WHE	1-Walnut Heights WHE
Top Thickness/ Edge Type {45}	A3	F-1" Top, Standard Edge
Base Finish {50}	~ZBSE	Zira Chassis Finish
Base Finish - {F2}	WHE	2-Walnut Heights WHE
Glazed Door Type {85}	~	Laminate Doors (STD)
Handle Type	~HAN	Handle Option (Required)
Handle Type {80}	HS	P-Flared Handle - Silver
Keys{40}	K-410	C-Keyed for Lock #410
Commercial GSA Offering	~NGSA	Non-GSA (Commercial Furniture Offering)

6	1	**PH3T6601**	$581.60	$581.60

Height Adjustable Table Frame, Up/down handset with Digital Readout, Crossbars expandable to match table top widths, Not to Exceed 72"w, Height range 22.6" to 48.6", HEIGHT ADJUSTABLE WORKSURFACES, PRODUCTIVITY SOLUTIONS, FOLI

Base Width Options	~58	58"w Height Adjustable Base
Commercial GSA Offering	~NGSA	Commercial Furniture Offering

LINE	QTY	PRODUCT	UNIT SELL	EX
7	1	**Z30S6SHN** 16"d x 30"w x 65.5"h, Storage Modules, Open w/ 4 Adjustable Shelves, ZIRA	$527.66	$527.66

Top Finish {20}	~ZTOP	Zira Top Finish
Top Finish {F1}	WHE	1-Walnut Heights WHE
Top Thickness/ Edge Type {45}	A3	F-1" Top, Standard Edge
Base Finish {50}	~ZBSE	Zira Chassis Finish
Base Finish - {F2}	WHE	2-Walnut Heights WHE
Collator Options {70}	~	Collator Option Not Required (STD)
Commercial GSA Offering	~NGSA	Non-GSA (Commercial Furniture Offering)

GIS MANAGER Subtotal **$5,199.96**

LINE	QTY	PRODUCT	UNIT SELL	EX

IT MANAGER

9	1	**FTZ52SFNL**	$495.03	$495.03

24"d, 2 Stage Column, Use w/ Straight 60" thru 72" Wide Zira HA Pedestal Desk or 60" Wide No Pedestal Desk, Height Adjustable Programmable Base Only (HA Desk Sold Separate), ZIRA

HA Leg Finish {20}	~FLB	Zira HA Leg Finish
HA Leg Finish {F1}	BLK	1-Black, Leg Finish BLK
HA Base Width Options Short Fran	~3672SD	36"d x 72"w for Single Ped Desk (Match Desk Width)
HA Base Width Type	M	M-72" + 84"w Base Width (Match Desk Width)
HA Handset Type	~ZH	Freefit Handset Type
HA Handset Type {85}	S	P-(STD) Up/Down Handset
Commercial GSA Offering	~NGSA	Non-GSA (Commercial Furniture Offering)

10	1	**Z2448N**	$418.04	$418.04

24"d x 48"w x 29.5"h, Connectable Tables w/Narrow End Panels on Both Sides, ZIRA

Material Type {19}	HP	M-High Pressure Laminate (1-1/16" Thick)
Top Finish {20}	~ZTOP	Zira Top Finish
Top Finish {F1}	WHE	1-Walnut Heights WHE
Top Thickness/ Edge Type {45}	AR	F-1" Top, Bicut Edge
Base Finish {50}	~ZBSE	Zira Chassis Finish
Base Finish - {F2}	WHE	2-Walnut Heights WHE
Modesty Height Options {MP}	3MP	M-3/4 Modesty Panel (10" A.F.F)
Grommet/Electrical Cut-Out Optio	~	Grommet/Electrical Not Required - Left Position
Grommet/Electrical Cut-Out Optio	~	Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (STD) C
Grommet/Electrical Cut-Out Optio	~	Grommet/Electrical Not Required - Right Position
Custom Grommet Location (Applic	~	Grommet/Electrical Not Required - Custom Grommet Lo
Commercial GSA Offering	~NGSA	Non-GSA (Commercial Furniture Offering)

11	1	**Z2472CS2L**	$873.92	$873.92

24"d x 72"w x 29.5"h, Full to Floor Single Pedestal Credenza with F/F on the Left, Locks, ZIRA

Material Type {19}	HP	M-High Pressure Laminate (1-1/16" Thick)
Top Finish {20}	~ZTOP	Zira Top Finish
Top Finish {F1}	WHE	1-Walnut Heights WHE
Top Thickness/ Edge Type {45}	AR	F-1" Top, Bicut Edge
Base Finish {50}	~ZBSE	Zira Chassis Finish
Base Finish - {F2}	WHE	2-Walnut Heights WHE
Handle Type	~	Handle Option
Handle Type {80}	HR	M-Bar Handle - Black
Modesty Height Options {MP}	3MP	M-3/4 Modesty Panel (10" A.F.F)
Lock Finish {89}	BK	M-Black Lock BLK
Keys{40}	K-413	C-Keyed for Lock #413
Grommet/Electrical Cut-Out Optio	~	Grommet/Electrical Not Required - Left Position
Grommet/Electrical Cut-Out Optio	~	Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (STD) C
Grommet/Electrical Cut-Out Optio	~	Grommet/Electrical Not Required - Right Position
Custom Grommet Location (Applic	~	Grommet/Electrical Not Required - Custom Grommet Lo
Commercial GSA Offering	~NGSA	Non-GSA (Commercial Furniture Offering)

LINE	QTY	PRODUCT	UNIT SELL	EX
12	1	**Z30L7ER**	$1,112.30	$1,112.30

24"d x 30"w x 71.9"h, Personal Towers, Right w/Doors, 2 File Drawers on Bottom, 1 Adj. Shelf above Rod, ZIRA

Top Finish {20}	~ZTOP	Zira Top Finish
Top Finish {F1}	WHE	1-Walnut Heights WHE
Top Thickness/ Edge Type {45}	A3	F-1" Top, Standard Edge
Base Finish {50}	~ZBSE	Zira Chassis Finish
Base Finish - {F2}	WHE	2-Walnut Heights WHE
Glazed Door Type {85}	~	Laminate Doors (STD)
Handle Type	~HAN	Handle Option (Required)
Handle Type {80}	HW	P-Flared Handle - Brass
Keys{40}	K-413	C-Keyed for Lock #413
Commercial GSA Offering	~NGSA	Non-GSA (Commercial Furniture Offering)

13	1	**Z30S6SHN**	$527.66	$527.66

16"d x 30"w x 65.5"h, Storage Modules, Open w/ 4 Adjustable Shelves, ZIRA

Top Finish {20}	~ZTOP	Zira Top Finish
Top Finish {F1}	WHE	1-Walnut Heights WHE
Top Thickness/ Edge Type {45}	AR	F-1" Top, Bicut Edge
Base Finish {50}	~ZBSE	Zira Chassis Finish
Base Finish - {F2}	WHE	2-Walnut Heights WHE
Collator Options {70}	~	Collator Option Not Required (STD)
Commercial GSA Offering	~NGSA	Non-GSA (Commercial Furniture Offering)

14	1	**Z72S42H**	$742.11	$742.11

15"d x 72"w x 41.9"h, Closed Hutches w/Doors and 1 Fixed Shelf + Fixed Shelf Divider, ZIRA

Top Finish {20}	~ZTOP	Zira Top Finish
Top Finish {F1}	WHE	1-Walnut Heights WHE
Top Thickness/ Edge Type {45}	AR	F-1" Top, Bicut Edge
Base Finish {50}	~ZBSE	Zira Chassis Finish
Base Finish - {F2}	WHE	2-Walnut Heights WHE
Glazed Door Type {85}	~	Laminate Doors (STD)
Handle Type	~HAN	Handle Option (Required)
Handle Type {80}	HS	P-Flared Handle - Silver
Keys{40}	K-413	C-Keyed for Lock #413
Commercial GSA Offering	~NGSA	Non-GSA (Commercial Furniture Offering)

LINE	QTY	PRODUCT	UNIT SELL	EX
15	1	**ZH3072FS3**	$1,774.80	$1,774.80

30"d x 72"w x 29.5"h-49"h, Single Pedestal Height Adjustable Desk, B/ B/F on Right, Top Inset 1" on Left & User Side, Height Adjustable Frame Sold Separately, ZIRA

Material Type {19}	HP	M-High Pressure Laminate (1-1/16" Thick)
Top Finish {20}	~ZTOP	Zira Top Finish
Top Finish {F1}	WHE	1-Walnut Heights WHE
Top Thickness/ Edge Type {45}	AR	F-1" Top, Bicut Edge
Base Finish {50}	~ZBSE	Zira Chassis Finish
Base Finish - {F2}	WHE	2-Walnut Heights WHE
Modesty Panel Type {85}	~	Laminate Full to Floor Modesty (STD)
Wire Management Finish {91}	BK	M-Black BLK
Handle Type	~	Handle Option
Handle Type {80}	HR	M-Bar Handle - Black
Keys{40}	K-413	C-Keyed for Lock #413
Grommet/Electrical Cut-Out Optio	~POS1	Grommet/Electrical Cut-Out Options - Left Position
Grommet/Electrical Cut-Out Optio	AG1	M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accep
Grommet/Electrical Cut-Out Optio	~	Grommet/Electrical Not Required - Center Position
Grommet/Electrical Cut-Out Optio	~	Grommet/Electrical Not Required - Right Position
Custom Grommet Location (Applic	~	Grommet/Electrical Not Required - Custom Grommet Loc
Commercial GSA Offering	~NGSA	Non-GSA (Commercial Furniture Offering)

16	1	**ZTB7021**	$293.63	$293.63

70"w x 21"h, Tackboards for Hutches, For Use on Z72S42H, Z72S42HN, Z72S55H and Z72S55HN, Includes Mounting and Screws, ZIRA

Textile {10|01}	~01	Grade 01
Grade 01 {GR}	~JENY	Jenny (Global)
Jenny (Global) {FR}	JN25	1-Silver Lining
Commercial GSA Offering	~NGSA	Commercial Furniture Offering

17	2	**8335T**	$478.50	$957.00

MAYNE, Armchair, Upholstered Back & Seat, Wood Frame, Std 4 Legged Wood Frame, Does not Stack, GLOBAL SEATING USA

Textile {10|04}	~01	Grade 01
Grade 01 Textile {GR}	~CAER	Carrera (Global)
Carrera (Global) {FR}	CE90	1-Flannel
Frame Finish {20}	MM	F-Medium Walnut, Wood Frame MWM
Commercial or GSA Offering	~STD	Commercial Furniture Offering

IT MANAGER Subtotal **$7,194.49**

LINE	QTY	PRODUCT	UNIT SELL	EX
LEIGH'S OFFICE				
19	1	**FT52SF24**	$640.32	$640.32

24"d, 2 Stage Column, Height Adjustable Base Only, Short Frame used/ w 46"w - 58"w Tops, (Tops Sold Separate), FREEFIT, PRODUCTIVITY SOLUTIONS

Leg Finish {20}	~FLC	Freefit Leg Finish
Leg Finish {F1}	CHR	1-Charocal, Leg Finish CHR
Foot Type Configuration	~FFTC	Freefit Foot Type Configuration Options
Foot Type Configuration {45}	CL	A-CL Foot Configuration
Handset Type	~FFH	Freefit Handset Type
Handset Type {80}	S	P-Up/Down Handset (STD)
Split Cables Off Factory Order - Re	LINAK	M-Split Cables Off Factory Order - Required (Order Entry)
Commercial GSA Offering	~NGSA	Commercial Furniture Offering

LEIGH'S OFFICE Subtotal **$640.32**

LINE	QTY	PRODUCT	UNIT SELL	EX
OFFICE				
21	2	**8335T** MAYNE, Armchair, Upholstered Back & Seat, Wood Frame, Std 4 Legged Wood Frame, Does not Stack, GLOBAL SEATING USA	$478.50	$957.00
		Textile {10|04} ~01 Grade 01 Grade 01 Textile {GR} ~CAER Carrera (Global) Carrera (Global) {FR} CE90 1-Flannel Frame Finish {20} MM F-Medium Walnut, Wood Frame MWM Commercial or GSA Offering ~STD Commercial Furniture Offering		
22	1	**ZH3066FS3** 30"d x 66"w x 29.5"h-49"h, Single Pedestal Height Adjustable Desk, B/F/F on Right, Top Inset 1" on Left & User Side, Height Adjustable Frame Sold Separately, ZIRA	$1,713.03	$1,713.03
		Material Type {19} HP M-High Pressure Laminate (1-1/16" Thick) Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} WHE 1-Walnut Heights WHE Top Thickness/ Edge Type {45} AR F-1" Top, Bicut Edge Base Finish {50} ~ZBSE Zira Chassis Finish Base Finish - {F2} WHE 2-Walnut Heights WHE Modesty Panel Type {85} ~ Laminate Full to Floor Modesty (STD) Wire Management Finish {91} BK M-Black BLK Handle Type ~ Handle Option Handle Type {80} HR M-Bar Handle - Black Keys{40} K-412 C-Keyed for Lock #412 Grommet/Electrical Cut-Out Optio ~POS1 Grommet/Electrical Cut-Out Options - Left Position Grommet/Electrical Cut-Out Optio AG1 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accep Grommet/Electrical Cut-Out Optio ~ Grommet/Electrical Not Required - Center Position Grommet/Electrical Cut-Out Optio ~ Grommet/Electrical Not Required - Right Position Custom Grommet Location (Applic ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)		
23	1	**ZTB7021** 70"w x 21"h, Tackboards for Hutches, For Use on Z72S42H, Z72S42HN, Z72S55H and Z72S55HN, Includes Mounting and Screws, ZIRA	$293.63	$293.63
		Textile {10|01} ~01 Grade 01 Grade 01 {GR} ~JENY Jenny (Global) Jenny (Global) {FR} JN25 1-Silver Lining Commercial GSA Offering ~NGSA Commercial Furniture Offering		

LINE	QTY	PRODUCT	UNIT SELL	EX
24	1	**Z30L7SH**	$901.32	$901.32

24"d x 30"w x 71.9"h, Storage Modules w/ 4 Adjustable Shelves and Doors, ZIRA

Top Finish {20}	~ZTOP	Zira Top Finish
Top Finish {F1}	WHE	1-Walnut Heights WHE
Top Thickness/ Edge Type {45}	AR	F-1" Top, Bicut Edge
Base Finish {50}	~ZBSE	Zira Chassis Finish
Base Finish - {F2}	WHE	2-Walnut Heights WHE
Glazed Door Type {85}	~	Laminate Doors (STD)
Handle Type	~HAN	Handle Option (Required)
Handle Type {80}	HS	P-Flared Handle - Silver
Keys{40}	K-412	C-Keyed for Lock #412
Commercial GSA Offering	~NGSA	Non-GSA (Commercial Furniture Offering)

25	1	**Z2472CS2L**	$873.92	$873.92

24"d x 72"w x 29.5"h, Full to Floor Single Pedestal Credenza with F/F on the Left, Locks, ZIRA

Material Type {19}	HP	M-High Pressure Laminate (1-1/16" Thick)
Top Finish {20}	~ZTOP	Zira Top Finish
Top Finish {F1}	WHE	1-Walnut Heights WHE
Top Thickness/ Edge Type {45}	AR	F-1" Top, Bicut Edge
Base Finish {50}	~ZBSE	Zira Chassis Finish
Base Finish - {F2}	WHE	2-Walnut Heights WHE
Handle Type	~	Handle Option
Handle Type {80}	HR	M-Bar Handle - Black
Modesty Height Options {MP}	3MP	M-3/4 Modesty Panel (10" A.F.F)
Lock Finish {89}	BK	M-Black Lock BLK
Keys{40}	K-412	C-Keyed for Lock #412
Grommet/Electrical Cut-Out Optio	~	Grommet/Electrical Not Required - Left Position
Grommet/Electrical Cut-Out Optio	~	Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (STD) C
Grommet/Electrical Cut-Out Optio	~	Grommet/Electrical Not Required - Right Position
Custom Grommet Location (Applic	~	Grommet/Electrical Not Required - Custom Grommet Lo
Commercial GSA Offering	~NGSA	Non-GSA (Commercial Furniture Offering)

26	1	**Z2442N**	$398.46	$398.46

24"d x 42"w x 29.5"h, Connectable Tables w/Narrow End Panels on Both Sides, ZIRA

Material Type {19}	HP	M-High Pressure Laminate (1-1/16" Thick)
Top Finish {20}	~ZTOP	Zira Top Finish
Top Finish {F1}	WHE	1-Walnut Heights WHE
Top Thickness/ Edge Type {45}	AR	F-1" Top, Bicut Edge
Base Finish {50}	~ZBSE	Zira Chassis Finish
Base Finish - {F2}	WHE	2-Walnut Heights WHE
Modesty Height Options {MP}	3MP	M-3/4 Modesty Panel (10" A.F.F)
Grommet/Electrical Cut-Out Optio	~	Grommet/Electrical Not Required - Left Position
Grommet/Electrical Cut-Out Optio	~	Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (STD) C
Grommet/Electrical Cut-Out Optio	~	Grommet/Electrical Not Required - Right Position
Custom Grommet Location (Applic	~	Grommet/Electrical Not Required - Custom Grommet Lo
Commercial GSA Offering	~NGSA	Non-GSA (Commercial Furniture Offering)

LINE	QTY	PRODUCT	UNIT SELL	EX
27	1	**Z72S42H** 15"d x 72"w x 41.9"h, Closed Hutches w/Doors and 1 Fixed Shelf + Fixed Shelf Divider, ZIRA	$742.11	$742.11

Top Finish {20}	~ZTOP	Zira Top Finish
Top Finish {F1}	WHE	1-Walnut Heights WHE
Top Thickness/ Edge Type {45}	AR	F-1" Top, Bicut Edge
Base Finish {50}	~ZBSE	Zira Chassis Finish
Base Finish - {F2}	WHE	2-Walnut Heights WHE
Glazed Door Type {85}	~	Laminate Doors (STD)
Handle Type	~HAN	Handle Option (Required)
Handle Type {80}	HS	P-Flared Handle - Silver
Keys{40}	K-412	C-Keyed for Lock #412
Commercial GSA Offering	~NGSA	Non-GSA (Commercial Furniture Offering)

OFFICE Subtotal **$5,879.47**

LINE	QTY	PRODUCT	UNIT SELL	EX

RECEPTIONIST

29	1	**EVPFE1236** 12"h x 36"w, Fabric Extension Module, Top Trims are not Included with Extension Modules	$101.26	$101.26

Frame Finish {20}	STD	Standard Paint Options
Standard Paint Options {*I}	STDR	Panels w/ Black Horizontal Reveal (Specify Black Reveal C
Panels w/ Black Horizontal Reveal	CHB	Charcoal w/ Black Horizontal Reveal
Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 1
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 1
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Commercial or GSA Offering	STD	Commercial Furniture Offering

30	1	**EVPIC66** 66"h, Inline Panel Connector, Includes Post & Hardware, No Trim	$45.65	$45.65

Paint Finish {20}	STD	Standard Paint Options
Standard Paint Options {*I}	STDR	Black Inline Connector (Use w/ Black Horizontal Reveal)
Black Inline Connector (Use w/ Bla	BLK	Black Inline (Must use w/ Black Horizontal Reveal)
Commercial or GSA Offering	STD	Commercial Furniture Offering

31	2	**EVPVC66** 66"h, Inline Variable Height Panel Connector, Includes Post & Hardware	$46.48	$92.96

Paint Finish {20}	STD	Standard Paint Options
Standard Paint Options {*I}	STDR	Black Inline Connector (Use w/ Black Horizontal Reveal)
Black Inline Connector (Use w/ Bla	BLK	Black Inline (Must use w/ Black Horizontal Reveal)
Commercial or GSA Offering	STD	Commercial Furniture Offering

32	1	**EVPVPA266-46** 66"h, Pos.1 42", 2 66", Base Raceway, 2 Way Variable Height Post, Aluminum Trim	$135.29	$135.29

Paint Finish {20}	STD	Standard Paint Colors
Standard Paint Options {*I}	STDR	Connectors w/ Black Inlines (Use w/ Black Horizontal Rev
Connectors w/ Black Inlines (Use v	CHB	Charcoal w/ Black Inlines
Commercial or GSA Offering	STD	Commercial Furniture Offering

33	1	**EVWS2454P** 24"d x 54"w, Straight Rectangular Worksurface with Scoops, 3mm PVC Edge Trim	$200.03	$200.03

Worksurface Laminates {SF}	HP	High Pressure Laminates (1 1/16" Thickness)
High Pressure Laminates {20}	WHE	Walnut Heights
PVC Trim Finishes {45}	WHE	Walnut Heights
Worksurface Scoop Cover {50}	BLK	Black
Commercial or GSA Offering	STD	Commercial Furniture Offering

LINE	QTY	PRODUCT	UNIT SELL	EX
34	1	**EVWS2466P** 24"d x 66"w, Straight Rectangular Worksurface with Scoops, 3mm PVC Edge Trim	$234.06	$234.06
		Worksurface Laminates {SF} HP High Pressure Laminates (1 1/16" Thickness) High Pressure Laminates {20} WHE Walnut Heights PVC Trim Finishes {45} WHE Walnut Heights Worksurface Scoop Cover {50} BLK Black Commercial or GSA Offering STD Commercial Furniture Offering		
35	1	**UULSF1330** 13.5"d x 30"w x 14.625"h, Panel Mounted Flush Front Overhead w/ Lock, PRIME	$312.50	$312.50
		Paint Finishes {20} STD Standard Paint Colors Standard Paint Finishes {F1} SDT Stone Dust (Textured Cappuccino) Keys/Locks {40} 419 Keyed for Lock #W419 Mounting Hardware {87} 1 Evolve On Module Commercial or GSA Offering STD Commercial Furniture Offering		
36	1	**UULSF1336** 13.5"d x 36"w x 14.625"h, Panel Mounted Flush Front Overhead w/ Lock, PRIME	$322.04	$322.04
		Paint Finishes {20} STD Standard Paint Colors Standard Paint Finishes {F1} SDT Stone Dust (Textured Cappuccino) Keys/Locks {40} 419 Keyed for Lock #W419 Mounting Hardware {87} 1 Evolve On Module Commercial or GSA Offering STD Commercial Furniture Offering		
37	1	**UUPW0BF22P** 22"d x 15"w x 23.3"h, Box/File Mobile Pedestal, Full Pull, PRIME	$389.69	$389.69
		Paint Finishes {20} STD Standard Paint Colors Standard Paint Finishes {F1} SDT Stone Dust (Textured Cappuccino) Handle {33} N M-No Handle, Default Keys/Locks {40} 419 Keyed for Lock #W419 Commercial or GSA Offering STD Commercial Furniture Offering		
38	1	**FT52SF30** 30"d, 2 Stage Column, Height Adjustable Base Only, Short Frame used w/46"w - 58"w Tops, (Tops Sold Separate), FREEFIT, PRODUCTIVITY SOLUTIONS	$645.11	$645.11
		Leg Finish {20} ~FLC Freefit Leg Finish Leg Finish {F1} SIL 1-Silver, Leg Finish SIL Foot Type Configuration ~FFTC Freefit Foot Type Configuration Options Foot Type Configuration {45} CL A-CL Foot Configuration Handset Type ~FFH Freefit Handset Type Handset Type {80} S P-Up/Down Handset (STD) Split Cables Off Factory Order - Re LINAK M-Split Cables Off Factory Order - Required (Order Entry) Commercial GSA Offering ~NGSA Commercial Furniture Offering		

LINE	QTY	PRODUCT	UNIT SELL	EX
39	1	**FTWR2946**	$348.44	$348.44

29"d x 46"w x 1"h, Height Adjustable Rectangular Worksurface, Base Sold Separately, FREEFIT BENCHING

Laminate Top Type {SF}	HP	M-High Pressure Laminate (1-1/16" Thick)
Laminate Top Finish {20}	~BR2L	Height Adjustable Laminate Top Finish
Laminate Top Finish {F1}	WHE	1-Walnut Heights WHE
Laminate Edge Finish	~FREE	Frefit Laminate Edge Finish
Laminate Edge Finish {45}	WHE	M-Walnut Heights WHE
Grommet Cut-Out Options 46,51,5	~POS2	Grommet/Electrical Location - Center Position
Grommet Cut-Out Options- CTR Pc	AG2	M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accep
Commercial GSA Offering	~NGSA	Commercial Furniture Offering

40	1	**93PT-3FL**	$1,134.05	$1,134.05

24"d x 24"w x 65.25"h, FFF, Storage, Left Wardrobe, 9300 SERIES, UNIVERSAL FILING

Metal File Case & Storage Front Pa	~STD	Metal File Case & Storage Front Paint Finishes (Global Sta
Global Standard Paint Finishes {20	LAFI	Global Standard Colors
Global Standard Finishes {F1}	SDT	1-Stonedust (Textured) SDT
Lock Option {40}	W419	C-Keyed For Lock #W419
Commercial or GSA Offering	~STD	Commercial Furniture Offering

41	2	**EVPFA6648S**	$397.99	$795.98

66"h x 48"w, Segmented "S" Fabric Acoustic Panel

30-Panel Top Cap Removal Option	STR	(STD) Panel Top Cap
Frame Finish {20}	STD	Standard Paint Options
Standard Paint Options {*I}	STDR	Panels w/ Black Horizontal Reveal (Specify Black Reveal C
Panels w/ Black Horizontal Reveal	CHB	Charcoal w/ Black Horizontal Reveal
Top Cap Paint Finish {80}	CHR	Charcoal
Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 1
Panel Grade 1 Textiles {GR}	CHHN	Chance
Chance {FR}	CN59	Cinder
Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 2
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 3
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 1
Panel Grade 1 Textiles {GR}	CHHN	Chance
Chance {FR}	CN59	Cinder
Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 2
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 3
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Commercial or GSA Offering	STD	Commercial Furniture Offering

LINE	QTY	PRODUCT	UNIT SELL	EX
42	1	**EVWT1554**	$121.60	$121.60
		15"d x 54"w, Straight Transaction Top, 3mm PVC Edge Trim		
		Worksurface Laminates {SF} HP High Pressure Laminates (1 1/16" Thickness)		
		High Pressure Laminates {20} WHE Walnut Heights		
		PVC Trim Finishes {45} WHE Walnut Heights		
		Commercial or GSA Offering STD Commercial Furniture Offering		
43	1	**EVPFA6630S**	$280.96	$280.96
		66"h x 30"w, Segmented "S" Fabric Acoustic Panel		
		30-Panel Top Cap Removal Option STR (STD) Panel Top Cap		
		Frame Finish {20} STD Standard Paint Options		
		Standard Paint Options {*I} STDR Panels w/ Black Horizontal Reveal (Specify Black Reveal C		
		Panels w/ Black Horizontal Reveal CHB Charcoal w/ Black Horizontal Reveal		
		Top Cap Paint Finish {80} CHR Charcoal		
		Panel Textile Grade - Outside Posit 01 Grade 1 Textiles - Outside Position 1		
		Panel Grade 1 Textiles {GR} CHHN Chance		
		Chance {FR} CN59 Cinder		
		Panel Textile Grade - Outside Posit 01 Grade 1 Textiles - Outside Position 2		
		Panel Grade 1 Textiles {GR} TEK1 Tek		
		Tek {FR} TX62 Essence		
		Panel Textile Grade - Outside Posit 01 Grade 1 Textiles - Outside Position 3		
		Panel Grade 1 Textiles {GR} TEK1 Tek		
		Tek {FR} TX62 Essence		
		Panel Textile Grade - Inside Positio 01 Grade 1 Textiles - Inside Position 1		
		Panel Grade 1 Textiles {GR} CHHN Chance		
		Chance {FR} CN59 Cinder		
		Panel Textile Grade - Inside Positio 01 Grade 1 Textiles - Inside Position 2		
		Panel Grade 1 Textiles {GR} TEK1 Tek		
		Tek {FR} TX62 Essence		
		Panel Textile Grade - Inside Positio 01 Grade 1 Textiles - Inside Position 3		
		Panel Grade 1 Textiles {GR} TEK1 Tek		
		Tek {FR} TX62 Essence		
		Commercial or GSA Offering STD Commercial Furniture Offering		

LINE	QTY	PRODUCT	UNIT SELL	EX
44	1	**EVPFA6624S** 66"h x 24"w, Segmented "S" Fabric Acoustic Panel	$253.15	$253.15
		30-Panel Top Cap Removal Option STR (STD) Panel Top Cap Frame Finish {20} STD Standard Paint Options Standard Paint Options {*I} STDR Panels w/ Black Horizontal Reveal (Specify Black Reveal C Panels w/ Black Horizontal Reveal CHB Charcoal w/ Black Horizontal Reveal Top Cap Paint Finish {80} CHR Charcoal Panel Textile Grade - Outside Posit 01 Grade 1 Textiles - Outside Position 1 Panel Grade 1 Textiles {GR} CHHN Chance Chance {FR} CN59 Cinder Panel Textile Grade - Outside Posit 01 Grade 1 Textiles - Outside Position 2 Panel Grade 1 Textiles {GR} TEK1 Tek Tek {FR} TX62 Essence Panel Textile Grade - Outside Posit 01 Grade 1 Textiles - Outside Position 3 Panel Grade 1 Textiles {GR} TEK1 Tek Tek {FR} TX62 Essence Panel Textile Grade - Inside Positio 01 Grade 1 Textiles - Inside Position 1 Panel Grade 1 Textiles {GR} CHHN Chance Chance {FR} CN59 Cinder Panel Textile Grade - Inside Positio 01 Grade 1 Textiles - Inside Position 2 Panel Grade 1 Textiles {GR} TEK1 Tek Tek {FR} TX62 Essence Panel Textile Grade - Inside Positio 01 Grade 1 Textiles - Inside Position 3 Panel Grade 1 Textiles {GR} TEK1 Tek Tek {FR} TX62 Essence Commercial or GSA Offering STD Commercial Furniture Offering		
45	1	**EVE8RD2** #2 Utility Circuit, Duplex Receptacle, Black	$16.19	$16.19
		Commercial or GSA Offering STD Commercial Furniture Offering		
46	1	**EVE8FR1** 72" Long, Floor Power Entry, Front Fed, Snaps into Knockout of Base Raceway	$163.10	$163.10
		Commercial or GSA Offering STD Commercial Furniture Offering		
47	1	**EVE8PD30** 30", Power Distribution Housing	$97.94	$97.94
		Commercial or GSA Offering STD Commercial Furniture Offering		
48	2	**EVE8PD48** 48", Power Distribution Housing	$114.13	$228.26
		Commercial or GSA Offering STD Commercial Furniture Offering		

LINE	QTY	PRODUCT			UNIT SELL	EX
49	1	**EVE8PD54** 54", Power Distribution Housing			$114.96	$114.96
		Commercial or GSA Offering	STD	Commercial Furniture Offering		
50	1	**EVE8RDA** A, Dedicated Circuit, Duplex Receptacle, Black			$16.19	$16.19
		Commercial or GSA Offering	STD	Commercial Furniture Offering		
51	1	**EVE8RDB** B, Dedicated Circuit, Duplex Receptacle, Black			$16.19	$16.19
		Commercial or GSA Offering	STD	Commercial Furniture Offering		
52	1	**EVPFA4254** 42"h x 54"w, Segmented Fabric Acoustic Panel			$312.50	$312.50
		30-Panel Top Cap Removal Option	STR	(STD) Panel Top Cap		
		Frame Finish {20}	STD	Standard Paint Options		
		Standard Paint Options {*I}	STDR	Panels w/ Black Horizontal Reveal (Specify Black Reveal C		
		Panels w/ Black Horizontal Reveal	CHB	Charcoal w/ Black Horizontal Reveal		
		Top Cap Paint Finish {80}	CHR	Charcoal		
		Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 1		
		Panel Grade 1 Textiles {GR}	CHHN	Chance		
		Chance {FR}	CN59	Cinder		
		Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 2		
		Panel Grade 1 Textiles {GR}	TEK1	Tek		
		Tek {FR}	TX62	Essence		
		Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 1		
		Panel Grade 1 Textiles {GR}	CHHN	Chance		
		Chance {FR}	CN59	Cinder		
		Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 2		
		Panel Grade 1 Textiles {GR}	TEK1	Tek		
		Tek {FR}	TX62	Essence		
		Commercial or GSA Offering	STD	Commercial Furniture Offering		
53	1	**EVHC12R** 12", Right, Single Cantilever			$48.97	$48.97
		Paint Finish {20}	STD	Standard Paint Colors		
		Standard Paint Finish {F1}	SDT	Stone Dust (Textured Cappuccino)		
		Commercial or GSA Offering	STD	Commercial Furniture Offering		
54	1	**EVHC18R** 18", Right, Single Cantilever			$48.97	$48.97
		Paint Finish {20}	STD	Standard Paint Colors		
		Standard Paint Finish {F1}	SDT	Stone Dust (Textured Cappuccino)		
		Commercial or GSA Offering	STD	Commercial Furniture Offering		

LINE	QTY	PRODUCT	UNIT SELL	EX
55	1	**EVHMEGR24** 29"h x 23"d, Metal End Gable, Non-Handed Round Leg, Does NOT Support Two Adjoining Worksurfaces, Includes Leveling Glide and Sleeve Paint Finish {20} STD Standard Paint Colors Standard Paint Finish {F1} SDT Stone Dust (Textured Cappuccino) Commercial or GSA Offering STD Commercial Furniture Offering	$129.90	$129.90
56	2	**EVHTB2** Transaction Brackets (Pair) Paint Finish {20} STD Standard Paint Colors Standard Paint Finish {F1} SDT Stone Dust (Textured Cappuccino) Commercial or GSA Offering STD Commercial Furniture Offering	$14.11	$28.22
57	1	**EVPCPA266** 66"h, 2 Way Post, Includes Post, Hardware & Aluminum Trims Paint Finish {20} STD Standard Paint Colors Standard Paint Options {*I} STDR Connectors w/ Black Inlines (Use w/ Black Horizontal Rev Connectors w/ Black Inlines (Use v CHB Charcoal w/ Black Inlines Commercial or GSA Offering STD Commercial Furniture Offering	$135.29	$135.29
58	1	**EVPERA42** 42"h, End of Run Post, Includes Post, Hardware & Aluminum Trim Paint Finish {20} STD Standard Paint Colors Standard Paint Options {*I} STDR Connectors w/ Black Inlines (Use w/ Black Horizontal Rev Connectors w/ Black Inlines (Use v CHB Charcoal w/ Black Inlines Commercial or GSA Offering STD Commercial Furniture Offering	$45.65	$45.65
59	1	**EVPERA66** 66"h, End of Run Post, Includes Post, Hardware & Aluminum Trim Paint Finish {20} STD Standard Paint Colors Standard Paint Options {*I} STDR Connectors w/ Black Inlines (Use w/ Black Horizontal Rev Connectors w/ Black Inlines (Use v CHB Charcoal w/ Black Inlines Commercial or GSA Offering STD Commercial Furniture Offering	$60.59	$60.59

LINE	QTY	PRODUCT	UNIT SELL	EX
60	1	**EVPF1W5436**	$376.41	$376.41
		54"h x 36"w, Writeboard Panel, Single Sided		
		30-Panel Top Cap Removal Option STR (STD) Panel Top Cap		
		Frame Finish {20} STD Standard Paint Options		
		Standard Paint Options {*I} STDR Panels w/ Black Horizontal Reveal (Specify Black Reveal C		
		Panels w/ Black Horizontal Reveal CHB Charcoal w/ Black Horizontal Reveal		
		Top Cap Paint Finish {80} CHR Charcoal		
		Panel Textile Grade - Outside Posit 01 Grade 1 Textiles - Outside Position 1		
		Panel Grade 1 Textiles {GR} CHHN Chance		
		Chance {FR} CN59 Cinder		
		Panel Textile Grade - Outside Posit 01 Grade 1 Textiles - Outside Position 2		
		Panel Grade 1 Textiles {GR} TEK1 Tek		
		Tek {FR} TX62 Essence		
		Panel Textile Grade - Inside Positio 01 Grade 1 Textiles - Inside Position 1		
		Panel Grade 1 Textiles {GR} CHHN Chance		
		Chance {FR} CN59 Cinder		
		Commercial or GSA Offering STD Commercial Furniture Offering		
61	1	**EVHC18L**	$48.97	$48.97
		18", Left, Single Cantilever		
		Paint Finish {20} STD Standard Paint Colors		
		Standard Paint Finish {F1} SDT Stone Dust (Textured Cappuccino)		
		Commercial or GSA Offering STD Commercial Furniture Offering		
			RECEPTIONIST Subtotal	**$7,301.07**

LINE	QTY	PRODUCT	UNIT SELL	EX
WORKROOM				
63	2	**TWCS6012H3** TechWorks 12"D x 60"W, Corner Shelf with High Pressure Laminate Surface TW PAINT FINISHES: DV5 Textured Black TW HIGH PRESSURE LAMINATE FIN: BLAK Black EDGE FINISH: BK Black	$866.83	$1,733.66
64	1	**TWCBLBSK48** TechWorks 48"W, Horizontal Cable Management, Black	$333.35	$333.35
65	1	**TWBC6030ES** TechWorks 60"W x 30"D Corner Adjustable Bench with ESD Laminate Surface TW PAINT FINISHES: DV5 Textured Black EDGE FINISH: IG Ice Gray	$2,528.54	$2,528.54
66	4	**6335MO** VION MO, Armchair, Wall Saver, Upholstered Back w/ Matching Outer Back Upholstery, Std 4 Legged Base, Glides, Stacks 4 High on Floor, Stacks 8 High on Dolly, GLOBAL SEATING USA Back Frame Finish {20}: BB M-Black BLK Textile {10|04}: ~02 Grade 02 Grade 02 Textile {GR}: ~IMP2 Imprint (Global) Imprint (Global) {FR}: IM82 1-Graphite Leg Finish {45}: TBL F-Black TBL Glide Type {65}: GLD M-Black Nylon Glide for Most Floor Surfaces Seat Foam Type {80}: ST M-Standard Foam Commercial or GSA Offering: ~STD Commercial Furniture Offering	$395.42	$1,581.68
67	1	**TWB2430ES** TechWorks 24"W x 30"D Adjustable Bench with ESD Laminate Surface TW PAINT FINISHES: DV5 Textured Black EDGE FINISH: IG Ice Gray	$1,420.03	$1,420.03
68	3	**EZDP** Light, LED 16" Under Cabinet	$218.65	$655.95

LINE	QTY	PRODUCT			UNIT SELL	EX
69	2	**TWDRWR** 15"W x 6"H x 20"D, Utility Drawer w/o Lock (order lock separately) (Can Stack 3 High) TW PAINT FINISHES	DV5	Textured Black	$449.25	$898.50
70	1	**TWB9630ES** TechWorks 96"W x 30"D Adjustable Bench with ESD Laminate Surface TW PAINT FINISHES EDGE FINISH	DV5 IG	Textured Black Ice Gray	$2,616.66	$2,616.66
71	4	**TWESDGRBAR** TechWorks ESD Grounding Bar			$150.55	$602.20
72	2	**TWUF4848** TechWorks 48"W x 48"H, Upper Frame TW PAINT FINISHES	P5	Textured Gray	$769.46	$1,538.92
73	4	**TWESDWR** TechWorks ESD Wrist Strap			$93.20	$372.80
74	1	**TWHBAR24** TechWorks Hanging Bar & Support 24"W TW PAINT FINISHES	DV5	Textured Black	$109.92	$109.92
75	3	**TWOHST24** TechWorks 24"W x 12"D x 16"H, Lockable Storage Bin TW PAINT FINISHES	DV5	Textured Black	$818.55	$2,455.65
76	3	**TWPGM2448** TechWorks 24"W x 48"H, Peg Board, Masonite TW PAINT FINISHES	P5	Textured Gray	$325.58	$976.74

LINE	QTY	PRODUCT			UNIT SELL	EX
77	1	**TWUCF6048** TechWorks 60"W x 48"H, Upper Corner Frame			$1,331.61	$1,331.61
		TW PAINT FINISHES	DV5	Textured Black		
78	1	**TWUF2448** TechWorks 24"W x 48"H, Upper Frame			$490.47	$490.47
		TW PAINT FINISHES	DV5	Textured Black		
79	1	**TWWB2448** TechWorks 24"W x 48"H, Magnetic Whiteboard			$339.32	$339.32
80	1	**UUPW0BF22P** 22"d x 15"w x 23.3"h, Box/File Mobile Pedestal, Full Pull, PRIME			$389.69	$389.69
		Paint Finishes {20}	STD	Standard Paint Colors		
		Standard Paint Finishes {F1}	SDT	Stone Dust (Textured Cappuccino)		
		Handle {33}	N	M-No Handle, Default		
		Keys/Locks {40}	428	Keyed for Lock #W428		
		Commercial or GSA Offering	STD	Commercial Furniture Offering		
81	4	**TWESDGRJK** TechWorks ESD Grounding Jack			$96.18	$384.72
82	1	**GCAR42** 42"w x 29"h, Round Top, 4 Leg Base, Self Edge, BOARDROOM TABLES			$480.68	$480.68
		Laminate Top Type {30}	HP	M-High Pressure Laminate (1-1/16" Thick)		
		Table Top Finish {20}	~CONF	Boardroom Table Top Finish		
		Table Top Finish {F1}	WHE	1-Walnut Heights WHE		
		Table Metal Base Finish {50}	~CNBM	Boardroom Table Metal Base Finish		
		Table Metal Base Finish - {F2}	TBL	2-Black TBL		
		Custom Grommet Rocation (AppRi	~	Grommet/Electrical Not Required - Custom Grommet Lo		
		Commercial GSA Offering	~NGSA	Non-GSA (Commercial Furniture Offering)		
83	2	**TWPGM3048** TechWorks 30"W x 48"H, Peg Board, Masonite			$354.90	$709.80
		TW PAINT FINISHES	P5	Textured Gray		

LINE	QTY	PRODUCT	UNIT SELL	EX
84	2	**FT52SF24** 24"d, 2 Stage Column, Height Adjustable Base Only, Short Frame used/ w 46"w - 58"w Tops, (Tops Sold Separate), FREEFIT, PRODUCTIVITY SOLUTIONS Leg Finish {20} ~FLC Freefit Leg Finish Leg Finish {F1} SIL 1-Silver, Leg Finish SIL Foot Type Configuration ~FFTC Freefit Foot Type Configuration Options Foot Type Configuration {45} CL A-CL Foot Configuration Handset Type ~FFH Freefit Handset Type Handset Type {80} S P-Up/Down Handset (STD) Split Cables Off Factory Order - Re LINAK M-Split Cables Off Factory Order - Required (Order Entry) Commercial GSA Offering ~NGSA Commercial Furniture Offering	$640.32	$1,280.64
85	2	**EVE8CP18** 18" - Flexible Mesh Jumper Cable, Used to Connect 2 Power Distrubution Housings Separated by Post Commercial or GSA Offering STD Commercial Furniture Offering	$69.31	$138.62
86	2	**FTWR2352** 23"d x 52"w x 1"h, Height Adjustable Rectangular Worksurface, Base Sold Separately, FREEFIT BENCHING Laminate Top Type {SF} HP M-High Pressure Laminate (1-1/16" Thick) Laminate Top Finish {20} ~BR2L Height Adjustable Laminate Top Finish Laminate Top Finish {F1} WHE 1-Walnut Heights WHE Laminate Edge Finish ~FREE Frefit Laminate Edge Finish Laminate Edge Finish {45} WHE M-Walnut Heights WHE Grommet Cut-Out Options 46,51,5 ~POS2 Grommet/Electrical Location - Center Position Grommet Cut-Out Options- CTR Pc AG2 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accep Commercial GSA Offering ~NGSA Commercial Furniture Offering	$324.08	$648.16
87	1	**EVE8FR1** 72" Long, Floor Power Entry, Front Fed, Snaps into Knockout of Base Raceway Commercial or GSA Offering STD Commercial Furniture Offering	$163.10	$163.10
88	1	**EVE8PD24** 24", Power Distribution Housing Commercial or GSA Offering STD Commercial Furniture Offering	$72.63	$72.63
89	1	**EVE8PD42** 42", Power Distribution Housing Commercial or GSA Offering STD Commercial Furniture Offering	$105.41	$105.41

LINE	QTY	PRODUCT	UNIT SELL	EX
90	1	**EVE8PD54** 54", Power Distribution Housing Commercial or GSA Offering STD Commercial Furniture Offering	$114.96	$114.96
91	2	**EVE8RD1** #1 Utility Circuit, Duplex Receptacle, Black Commercial or GSA Offering STD Commercial Furniture Offering	$16.19	$32.38
92	2	**EVE8RDA** A, Dedicated Circuit, Duplex Receptacle, Black Commercial or GSA Offering STD Commercial Furniture Offering	$16.19	$32.38
93	2	**EVE8RDB** B, Dedicated Circuit, Duplex Receptacle, Black Commercial or GSA Offering STD Commercial Furniture Offering	$16.19	$32.38
94	1	**EVPCPA366** 66"h, 3 Way Post, Includes Post, Hardware & Aluminum Trims Paint Finish {20} STD Standard Paint Colors Standard Paint Options {*I} STDR Connectors w/ Black Inlines (Use w/ Black Horizontal Rev Connectors w/ Black Inlines (Use v CHB Charcoal w/ Black Inlines Commercial or GSA Offering STD Commercial Furniture Offering	$175.55	$175.55
95	1	**TWM1** Techworks Single Screen Monitor Arm TW PAINT FINISHES P5 Textured Gray	$109.34	$109.34
96	1	**EVPERA66** 66"h, End of Run Post, Includes Post, Hardware & Aluminum Trim Paint Finish {20} STD Standard Paint Colors Standard Paint Options {*I} STDR Connectors w/ Black Inlines (Use w/ Black Horizontal Rev Connectors w/ Black Inlines (Use v CHB Charcoal w/ Black Inlines Commercial or GSA Offering STD Commercial Furniture Offering	$60.59	$60.59

LINE	QTY	PRODUCT	UNIT SELL	EX
97	1	**EVPERA66**	$60.59	$60.59
		66"h, End of Run Post, Includes Post, Hardware & Aluminum Trim		
		Paint Finish {20} STD Standard Paint Colors		
		Standard Paint Options {*I} STDR Connectors w/ Black Inlines (Use w/ Black Horizontal Rev		
		Connectors w/ Black Inlines (Use v CHB Charcoal w/ Black Inlines		
		Commercial or GSA Offering STD Commercial Furniture Offering		
98	2	**EVPERA66**	$60.59	$121.18
		66"h, End of Run Post, Includes Post, Hardware & Aluminum Trim		
		Paint Finish {20} STD Standard Paint Colors		
		Standard Paint Options {*I} STDR Connectors w/ Black Inlines (Use w/ Black Horizontal Rev		
		Connectors w/ Black Inlines (Use v CHB Charcoal w/ Black Inlines		
		Commercial or GSA Offering STD Commercial Furniture Offering		
99	2	**EVPF1W6618**	$288.43	$576.86
		66"h x 18"w, Writeboard Panel, Single Sided		
		30-Panel Top Cap Removal Option STR (STD) Panel Top Cap		
		Frame Finish {20} STD Standard Paint Options		
		Standard Paint Options {*I} STDR Panels w/ Black Horizontal Reveal (Specify Black Reveal C		
		Panels w/ Black Horizontal Reveal CHB Charcoal w/ Black Horizontal Reveal		
		Top Cap Paint Finish {80} CHR Charcoal		
		Panel Textile Grade - Outside Posit 01 Grade 1 Textiles - Outside Position 1		
		Panel Grade 1 Textiles {GR} CHHN Chance		
		Chance {FR} CN59 Cinder		
		Panel Textile Grade - Outside Posit 01 Grade 1 Textiles - Outside Position 2		
		Panel Grade 1 Textiles {GR} TEK1 Tek		
		Tek {FR} TX62 Essence		
		Panel Textile Grade - Outside Posit 01 Grade 1 Textiles - Outside Position 3		
		Panel Grade 1 Textiles {GR} TEK1 Tek		
		Tek {FR} TX62 Essence		
		Panel Textile Grade - Inside Positio 01 Grade 1 Textiles - Inside Position 1		
		Panel Grade 1 Textiles {GR} CHHN Chance		
		Chance {FR} CN59 Cinder		
		Panel Textile Grade - Inside Positio 01 Grade 1 Textiles - Inside Position 2		
		Panel Grade 1 Textiles {GR} TEK1 Tek		
		Tek {FR} TX62 Essence		
		Commercial or GSA Offering STD Commercial Furniture Offering		

LINE	QTY	PRODUCT	UNIT SELL	EX
100	1	**EVPFA6624**	$253.15	$253.15
		66"h x 24"w, Segmented Fabric Acoustic Panel		

30-Panel Top Cap Removal Option	STR	(STD) Panel Top Cap
Frame Finish {20}	STD	Standard Paint Options
Standard Paint Options {*I}	STDR	Panels w/ Black Horizontal Reveal (Specify Black Reveal C
Panels w/ Black Horizontal Reveal	CHB	Charcoal w/ Black Horizontal Reveal
Top Cap Paint Finish {80}	CHR	Charcoal
Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 1
Panel Grade 1 Textiles {GR}	CHHN	Chance
Chance {FR}	CN59	Cinder
Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 2
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 3
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 1
Panel Grade 1 Textiles {GR}	CHHN	Chance
Chance {FR}	CN59	Cinder
Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 2
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 3
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Commercial or GSA Offering	STD	Commercial Furniture Offering

101	2	**EVPFA6642**	$370.18	$740.36
		66"h x 42"w, Segmented Fabric Acoustic Panel		

30-Panel Top Cap Removal Option	STR	(STD) Panel Top Cap
Frame Finish {20}	STD	Standard Paint Options
Standard Paint Options {*I}	STDR	Panels w/ Black Horizontal Reveal (Specify Black Reveal C
Panels w/ Black Horizontal Reveal	CHB	Charcoal w/ Black Horizontal Reveal
Top Cap Paint Finish {80}	CHR	Charcoal
Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 1
Panel Grade 1 Textiles {GR}	CHHN	Chance
Chance {FR}	CN59	Cinder
Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 2
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 3
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 1
Panel Grade 1 Textiles {GR}	CHHN	Chance
Chance {FR}	CN59	Cinder
Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 2
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 3
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Commercial or GSA Offering	STD	Commercial Furniture Offering

LINE	QTY	PRODUCT	UNIT SELL	EX
102	1	**EVPFA6654**	$431.19	$431.19
		66"h x 54"w, Segmented Fabric Acoustic Panel		
		30-Panel Top Cap Removal Option: STR (STD) Panel Top Cap		
		Frame Finish {20}: STD Standard Paint Options		
		Standard Paint Options {*I}: STDR Panels w/ Black Horizontal Reveal (Specify Black Reveal C		
		Panels w/ Black Horizontal Reveal: CHB Charcoal w/ Black Horizontal Reveal		
		Top Cap Paint Finish {80}: CHR Charcoal		
		Panel Textile Grade - Outside Posit: 01 Grade 1 Textiles - Outside Position 1		
		Panel Grade 1 Textiles {GR}: CHHN Chance		
		Chance {FR}: CN59 Cinder		
		Panel Textile Grade - Outside Posit: 01 Grade 1 Textiles - Outside Position 2		
		Panel Grade 1 Textiles {GR}: TEK1 Tek		
		Tek {FR}: TX62 Essence		
		Panel Textile Grade - Outside Posit: 01 Grade 1 Textiles - Outside Position 3		
		Panel Grade 1 Textiles {GR}: TEK1 Tek		
		Tek {FR}: TX62 Essence		
		Panel Textile Grade - Inside Positio: 01 Grade 1 Textiles - Inside Position 1		
		Panel Grade 1 Textiles {GR}: CHHN Chance		
		Chance {FR}: CN59 Cinder		
		Panel Textile Grade - Inside Positio: 01 Grade 1 Textiles - Inside Position 2		
		Panel Grade 1 Textiles {GR}: TEK1 Tek		
		Tek {FR}: TX62 Essence		
		Panel Textile Grade - Inside Positio: 01 Grade 1 Textiles - Inside Position 3		
		Panel Grade 1 Textiles {GR}: TEK1 Tek		
		Tek {FR}: TX62 Essence		
		Commercial or GSA Offering: STD Commercial Furniture Offering		
103	1	**EVPIC66**	$45.65	$45.65
		66"h, Inline Panel Connector, Includes Post & Hardware, No Trim		
		Paint Finish {20}: STD Standard Paint Options		
		Standard Paint Options {*I}: STDR Black Inline Connector (Use w/ Black Horizontal Reveal)		
		Black Inline Connector (Use w/ Bla: BLK Black Inline (Must use w/ Black Horizontal Reveal)		
		Commercial or GSA Offering: STD Commercial Furniture Offering		
104	1	**EVPCPA366**	$175.55	$175.55
		66"h, 3 Way Post, Includes Post, Hardware & Aluminum Trims		
		Paint Finish {20}: STD Standard Paint Colors		
		Standard Paint Options {*I}: STDR Connectors w/ Black Inlines (Use w/ Black Horizontal Rev		
		Connectors w/ Black Inlines (Use v: CHB Charcoal w/ Black Inlines		
		Commercial or GSA Offering: STD Commercial Furniture Offering		
105	1	**UUPW0BF22P**	$389.69	$389.69
		22"d x 15"w x 23.3"h, Box/File Mobile Pedestal, Full Pull, PRIME		
		Paint Finishes {20}: STD Standard Paint Colors		
		Standard Paint Finishes {F1}: SDT Stone Dust (Textured Cappuccino)		
		Handle {33}: N M-No Handle, Default		
		Keys/Locks {40}: 429 Keyed for Lock #W429		
		Commercial or GSA Offering: STD Commercial Furniture Offering		
		WORKROOM Subtotal		**$27,711.25**

LINE	QTY	PRODUCT	UNIT SELL	EX
WORKSTATIONS				
107	4	**EVPIC66** 66"h, Inline Panel Connector, Includes Post & Hardware, No Trim	$45.65	$182.60
		Paint Finish {20} STD Standard Paint Options Standard Paint Options {*I} STDR Black Inline Connector (Use w/ Black Horizontal Reveal) Black Inline Connector (Use w/ Bla BLK Black Inline (Must use w/ Black Horizontal Reveal) Commercial or GSA Offering STD Commercial Furniture Offering		
108	4	**FTWR2970** 29"d x 70"w x 1"h, Height Adjustable Rectangular Worksurface, Base Sold Separately, FREEFIT BENCHING	$401.07	$1,604.28
		Laminate Top Type {SF} HP M-High Pressure Laminate (1-1/16" Thick) Laminate Top Finish {20} ~BR2L Height Adjustable Laminate Top Finish Laminate Top Finish {F1} WHE 1-Walnut Heights WHE Laminate Edge Finish ~FREE Frefit Laminate Edge Finish Laminate Edge Finish {45} WHE M-Walnut Heights WHE Grommet Cut-Out Options 63,64,7 ~POS2 Grommet/Electrical Location - Center Position Grommet Cut-Out Option - CTR Po AG2 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accep Commercial GSA Offering ~NGSA Commercial Furniture Offering		
109	3	**6334MO** VION MO, Side Chair, Wall Saver, Upholstered Back w/ Matching Outer Back Upholstery, Armless, Std 4 Legged Base, Glides, Stacks 4 High on Floor, Stacks 8 High on Dolly, GLOBAL SEATING USA	$374.54	$1,123.62
		Back Frame Finish {20} BB M-Black BLK Textile {10|04} ~02 Grade 02 Grade 02 Textile {GR} ~IMP2 Imprint (Global) Imprint (Global) {FR} IM82 1-Graphite Leg Finish {45} TBL F-Black TBL Glide Type {65} GLD M-Black Nylon Glide for Most Floor Surfaces Seat Foam Type {80} ST M-Standard Foam Commercial or GSA Offering ~STD Commercial Furniture Offering		
110	1	**93PT-3FL** 24"d x 24"w x 65.25"h, FFF, Storage, Left Wardrobe, 9300 SERIES, UNIVERSAL FILING	$1,134.05	$1,134.05
		Metal File Case & Storage Front Pa ~STD Metal File Case & Storage Front Paint Finishes (Global Sta Global Standard Paint Finishes {20 LAFI Global Standard Colors Global Standard Finishes {F1} SDT 1-Stonedust (Textured) SDT Lock Option {40} W427 C-Keyed For Lock #W427 Commercial or GSA Offering ~STD Commercial Furniture Offering		

LINE	QTY	PRODUCT	UNIT SELL	EX
111	1	**93PT-3FR** 24"d x 24"w x 65.25"h, FFF, Storage, Right Wardrobe, 9300 SERIES, UNIVERSAL FILING	$1,134.05	$1,134.05
		Metal File Case & Storage Front Pa ~STD Metal File Case & Storage Front Paint Finishes (Global Sta Global Standard Paint Finishes {20 LAFI Global Standard Colors Global Standard Finishes {F1} SDT 1-Stonedust (Textured) SDT Lock Option {40} W424 C-Keyed For Lock #W424 Commercial or GSA Offering ~STD Commercial Furniture Offering		
112	4	**FTWR2970** 29"d x 70"w x 1"h, Height Adjustable Rectangular Worksurface, Base Sold Separately, FREEFIT BENCHING	$401.07	$1,604.28
		Laminate Top Type {SF} HP M-High Pressure Laminate (1-1/16" Thick) Laminate Top Finish {20} ~BR2L Height Adjustable Laminate Top Finish Laminate Top Finish {F1} WHE 1-Walnut Heights WHE Laminate Edge Finish ~FREE Frefit Laminate Edge Finish Laminate Edge Finish {45} WHE M-Walnut Heights WHE Grommet Cut-Out Options 63,64,7 ~POS2 Grommet/Electrical Location - Center Position Grommet Cut-Out Option - CTR Po AG2 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accep Commercial GSA Offering ~NGSA Commercial Furniture Offering		
113	1	**GCAR36** 36"w x 29"h, Round Top, 4 Leg Base, Self Edge, BOARDROOM TABLES	$418.91	$418.91
		Laminate Top Type {30} HP M-High Pressure Laminate (1-1/16" Thick) Table Top Finish {20} ~CONF Boardroom Table Top Finish Table Top Finish {F1} WHE 1-Walnut Heights WHE Table Metal Base Finish {50} ~CNBM Boardroom Table Metal Base Finish Table Metal Base Finish - {F2} TBL 2-Black TBL Custom Grommet Rocation (AppRi ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)		
114	8	**FT52LF30** 30"d, 2 Stage Column, Height Adjustable Base Only, Long Frame used/ w64"w - 82"w Tops, (Tops Sold Separate), FREEFIT, PRODUCTIVITY SOLUTIONS	$647.72	$5,181.76
		Leg Finish {20} ~FLC Freefit Leg Finish Leg Finish {F1} SIL 1-Silver, Leg Finish SIL Foot Type Configuration ~FFTC Freefit Foot Type Configuration Options Foot Type Configuration {45} CL A-CL Foot Configuration Handset Type ~FFH Freefit Handset Type Handset Type {80} S P-Up/Down Handset (STD) Split Cables Off Factory Order - Re LINAK M-Split Cables Off Factory Order - Required (Order Entry) Commercial GSA Offering ~NGSA Commercial Furniture Offering		

LINE	QTY	PRODUCT	UNIT SELL	EX
115	7	**EVWS2460P** 24"d x 60"w, Straight Rectangular Worksurface with Scoops, 3mm PVC Edge Trim	$222.44	$1,557.08
		Worksurface Laminates {SF} HP High Pressure Laminates (1 1/16" Thickness) High Pressure Laminates {20} WHE Walnut Heights PVC Trim Finishes {45} WHE Walnut Heights Worksurface Scoop Cover {50} BLK Black Commercial or GSA Offering STD Commercial Furniture Offering		
116	1	**UULSF1330** 13.5"d x 30"w x 14.625"h, Panel Mounted Flush Front Overhead w/ Lock, PRIME	$312.50	$312.50
		Paint Finishes {20} STD Standard Paint Colors Standard Paint Finishes {F1} SDT Stone Dust (Textured Cappuccino) Keys/Locks {40} 427 Keyed for Lock #W427 Mounting Hardware {87} 1 Evolve On Module Commercial or GSA Offering STD Commercial Furniture Offering		
117	7	**UUKSS30** 14.733"d x 30"w x 7.453"h, Panel Mounted Open Shelf, PRIME	$67.23	$470.61
		Paint Finishes {20} STD Standard Paint Colors Standard Paint Finishes {F1} SDT Stone Dust (Textured Cappuccino) Mounting Hardware {87} 1 Evolve On Module Commercial or GSA Offering STD Commercial Furniture Offering		
118	1	**UUKSS24** 14.733"d x 24"w x 7.453"h, Panel Mounted Open Shelf, PRIME	$62.67	$62.67
		Paint Finishes {20} STD Standard Paint Colors Standard Paint Finishes {F1} SDT Stone Dust (Textured Cappuccino) Mounting Hardware {87} 1 Evolve On Module Commercial or GSA Offering STD Commercial Furniture Offering		
119	1	**EVWS2454P** 24"d x 54"w, Straight Rectangular Worksurface with Scoops, 3mm PVC Edge Trim	$200.03	$200.03
		Worksurface Laminates {SF} HP High Pressure Laminates (1 1/16" Thickness) High Pressure Laminates {20} WHE Walnut Heights PVC Trim Finishes {45} WHE Walnut Heights Worksurface Scoop Cover {50} BLK Black Commercial or GSA Offering STD Commercial Furniture Offering		

LINE	QTY	PRODUCT	UNIT SELL	EX
120	18	**EVPVC66** 66"h, Inline Variable Height Panel Connector, Includes Post & Hardware	$46.48	$836.64
		Paint Finish {20} STD Standard Paint Options Standard Paint Options {*I} STDR Black Inline Connector (Use w/ Black Horizontal Reveal) Black Inline Connector (Use w/ Bla BLK Black Inline (Must use w/ Black Horizontal Reveal) Commercial or GSA Offering STD Commercial Furniture Offering		
121	8	**EVPTVA12** 12"h, Variable Height Aluminum Trim, With End of Run Top Cap	$13.28	$106.24
		Paint Finish {20} STD Standard Paint Colors Standard Paint Finish {F1} CHR Charcoal Commercial or GSA Offering STD Commercial Furniture Offering		
122	5	**EVPTNTA36F** 36"w, Single Notched Aluminum Top Cap Trim - Field Installed	$13.70	$68.50
		Paint Finish {20} STD Standard Paint Colors Standard Paint Finish {F1} CHR Charcoal Commercial or GSA Offering STD Commercial Furniture Offering		
123	1	**UUPW0BF22P** 22"d x 15"w x 23.3"h, Box/File Mobile Pedestal, Full Pull, PRIME	$389.69	$389.69
		Paint Finishes {20} STD Standard Paint Colors Standard Paint Finishes {F1} SDT Stone Dust (Textured Cappuccino) Handle {33} N M-No Handle, Default Keys/Locks {40} 427 Keyed for Lock #W427 Commercial or GSA Offering STD Commercial Furniture Offering		
124	1	**UULSF1330** 13.5"d x 30"w x 14.625"h, Panel Mounted Flush Front Overhead w/ Lock, PRIME	$312.50	$312.50
		Paint Finishes {20} STD Standard Paint Colors Standard Paint Finishes {F1} SDT Stone Dust (Textured Cappuccino) Keys/Locks {40} 421 Keyed for Lock #W421 Mounting Hardware {87} 1 Evolve On Module Commercial or GSA Offering STD Commercial Furniture Offering		
125	1	**UULSF1330** 13.5"d x 30"w x 14.625"h, Panel Mounted Flush Front Overhead w/ Lock, PRIME	$312.50	$312.50
		Paint Finishes {20} STD Standard Paint Colors Standard Paint Finishes {F1} SDT Stone Dust (Textured Cappuccino) Keys/Locks {40} 422 Keyed for Lock #W422 Mounting Hardware {87} 1 Evolve On Module Commercial or GSA Offering STD Commercial Furniture Offering		

LINE	QTY	PRODUCT	UNIT SELL	EX
126	1	**UULSF1330** 13.5"d x 30"w x 14.625"h, Panel Mounted Flush Front Overhead w/ Lock, PRIME Paint Finishes {20} STD Standard Paint Colors Standard Paint Finishes {F1} SDT Stone Dust (Textured Cappuccino) Keys/Locks {40} 425 Keyed for Lock #W425 Mounting Hardware {87} 1 Evolve On Module Commercial or GSA Offering STD Commercial Furniture Offering	$312.50	$312.50
127	3	**GU23SE PC 7L CAT2 - FABRIC TBD** GoodFit Chair, Mid Back (21"H X 18"W), Standard Seat (21"W X 19"D), Advanced Synchro Control w/ Independent Back Angle & Seat Depth Adjustments, Parquet Floor Casters, Height & Width Adjustable Arms with Fully articulating, button-activated, urethane arm caps, CAT 2 Durathane Vinyl Color TBD	$636.38	$1,909.14
128	1	**93PT-3FL** 24"d x 24"w x 65.25"h, FFF, Storage, Left Wardrobe, 9300 SERIES, UNIVERSAL FILING Metal File Case & Storage Front Pa ~STD Metal File Case & Storage Front Paint Finishes (Global Sta Global Standard Paint Finishes {20 LAFI Global Standard Colors Global Standard Finishes {F1} SDT 1-Stonedust (Textured) SDT Lock Option {40} W421 C-Keyed For Lock #W421 Commercial or GSA Offering ~STD Commercial Furniture Offering	$1,134.05	$1,134.05
129	1	**93PT-3FL** 24"d x 24"w x 65.25"h, FFF, Storage, Left Wardrobe, 9300 SERIES, UNIVERSAL FILING Metal File Case & Storage Front Pa ~STD Metal File Case & Storage Front Paint Finishes (Global Sta Global Standard Paint Finishes {20 LAFI Global Standard Colors Global Standard Finishes {F1} SDT 1-Stonedust (Textured) SDT Lock Option {40} W420 C-Keyed For Lock #W420 Commercial or GSA Offering ~STD Commercial Furniture Offering	$1,134.05	$1,134.05
130	1	**93PT-3FL** 24"d x 24"w x 65.25"h, FFF, Storage, Left Wardrobe, 9300 SERIES, UNIVERSAL FILING Metal File Case & Storage Front Pa ~STD Metal File Case & Storage Front Paint Finishes (Global Sta Global Standard Paint Finishes {20 LAFI Global Standard Colors Global Standard Finishes {F1} SDT 1-Stonedust (Textured) SDT Lock Option {40} W425 C-Keyed For Lock #W425 Commercial or GSA Offering ~STD Commercial Furniture Offering	$1,134.05	$1,134.05

LINE	QTY	PRODUCT	UNIT SELL	EX
131	1	**93PT-3FL** 24"d x 24"w x 65.25"h, FFF, Storage, Left Wardrobe, 9300 SERIES, UNIVERSAL FILING Metal File Case & Storage Front Pa ~STD Metal File Case & Storage Front Paint Finishes (Global Sta Global Standard Paint Finishes {20 LAFI Global Standard Colors Global Standard Finishes {F1} SDT 1-Stonedust (Textured) SDT Lock Option {40} W422 C-Keyed For Lock #W422 Commercial or GSA Offering ~STD Commercial Furniture Offering	$1,134.05	$1,134.05
132	1	**93PT-3FL** 24"d x 24"w x 65.25"h, FFF, Storage, Left Wardrobe, 9300 SERIES, UNIVERSAL FILING Metal File Case & Storage Front Pa ~STD Metal File Case & Storage Front Paint Finishes (Global Sta Global Standard Paint Finishes {20 LAFI Global Standard Colors Global Standard Finishes {F1} SDT 1-Stonedust (Textured) SDT Lock Option {40} W426 C-Keyed For Lock #W426 Commercial or GSA Offering ~STD Commercial Furniture Offering	$1,134.05	$1,134.05
133	1	**93PT-3FR** 24"d x 24"w x 65.25"h, FFF, Storage, Right Wardrobe, 9300 SERIES, UNIVERSAL FILING Metal File Case & Storage Front Pa ~STD Metal File Case & Storage Front Paint Finishes (Global Sta Global Standard Paint Finishes {20 LAFI Global Standard Colors Global Standard Finishes {F1} SDT 1-Stonedust (Textured) SDT Lock Option {40} W423 C-Keyed For Lock #W423 Commercial or GSA Offering ~STD Commercial Furniture Offering	$1,134.05	$1,134.05
134	1	**UUPW0BF22P** 22"d x 15"w x 23.3"h, Box/File Mobile Pedestal, Full Pull, PRIME Paint Finishes {20} STD Standard Paint Colors Standard Paint Finishes {F1} SDT Stone Dust (Textured Cappuccino) Handle {33} N M-No Handle, Default Keys/Locks {40} 423 Keyed for Lock #W423 Commercial or GSA Offering STD Commercial Furniture Offering	$389.69	$389.69
135	1	**UULSF1330** 13.5"d x 30"w x 14.625"h, Panel Mounted Flush Front Overhead w/ Lock, PRIME Paint Finishes {20} STD Standard Paint Colors Standard Paint Finishes {F1} SDT Stone Dust (Textured Cappuccino) Keys/Locks {40} 426 Keyed for Lock #W426 Mounting Hardware {87} 1 Evolve On Module Commercial or GSA Offering STD Commercial Furniture Offering	$312.50	$312.50

LINE	QTY	PRODUCT	UNIT SELL	EX
136	1	**UUPW0BF22P**	$389.69	$389.69
		22"d x 15"w x 23.3"h, Box/File Mobile Pedestal, Full Pull, PRIME		
		Paint Finishes {20} STD Standard Paint Colors		
		Standard Paint Finishes {F1} SDT Stone Dust (Textured Cappuccino)		
		Handle {33} N M-No Handle, Default		
		Keys/Locks {40} 422 Keyed for Lock #W422		
		Commercial or GSA Offering STD Commercial Furniture Offering		
137	1	**UUPW0BF22P**	$389.69	$389.69
		22"d x 15"w x 23.3"h, Box/File Mobile Pedestal, Full Pull, PRIME		
		Paint Finishes {20} STD Standard Paint Colors		
		Standard Paint Finishes {F1} SDT Stone Dust (Textured Cappuccino)		
		Handle {33} N M-No Handle, Default		
		Keys/Locks {40} 420 Keyed for Lock #W420		
		Commercial or GSA Offering STD Commercial Furniture Offering		
138	1	**UUPW0BF22P**	$389.69	$389.69
		22"d x 15"w x 23.3"h, Box/File Mobile Pedestal, Full Pull, PRIME		
		Paint Finishes {20} STD Standard Paint Colors		
		Standard Paint Finishes {F1} SDT Stone Dust (Textured Cappuccino)		
		Handle {33} N M-No Handle, Default		
		Keys/Locks {40} 425 Keyed for Lock #W425		
		Commercial or GSA Offering STD Commercial Furniture Offering		
139	1	**UUPW0BF22P**	$389.69	$389.69
		22"d x 15"w x 23.3"h, Box/File Mobile Pedestal, Full Pull, PRIME		
		Paint Finishes {20} STD Standard Paint Colors		
		Standard Paint Finishes {F1} SDT Stone Dust (Textured Cappuccino)		
		Handle {33} N M-No Handle, Default		
		Keys/Locks {40} 424 Keyed for Lock #W424		
		Commercial or GSA Offering STD Commercial Furniture Offering		
140	1	**UUPW0BF22P**	$389.69	$389.69
		22"d x 15"w x 23.3"h, Box/File Mobile Pedestal, Full Pull, PRIME		
		Paint Finishes {20} STD Standard Paint Colors		
		Standard Paint Finishes {F1} SDT Stone Dust (Textured Cappuccino)		
		Handle {33} N M-No Handle, Default		
		Keys/Locks {40} 426 Keyed for Lock #W426		
		Commercial or GSA Offering STD Commercial Furniture Offering		

LINE	QTY	PRODUCT	UNIT SELL	EX
141	1	**UULSF1330** 13.5"d x 30"w x 14.625"h, Panel Mounted Flush Front Overhead w/ Lock, PRIME Paint Finishes {20} STD Standard Paint Colors Standard Paint Finishes {F1} SDT Stone Dust (Textured Cappuccino) Keys/Locks {40} 424 Keyed for Lock #W424 Mounting Hardware {87} 1 Evolve On Module Commercial or GSA Offering STD Commercial Furniture Offering	$312.50	$312.50
142	1	**UULSF1330** 13.5"d x 30"w x 14.625"h, Panel Mounted Flush Front Overhead w/ Lock, PRIME Paint Finishes {20} STD Standard Paint Colors Standard Paint Finishes {F1} SDT Stone Dust (Textured Cappuccino) Keys/Locks {40} 420 Keyed for Lock #W420 Mounting Hardware {87} 1 Evolve On Module Commercial or GSA Offering STD Commercial Furniture Offering	$312.50	$312.50
143	2	**EVPTNTA36F** 36"w, Single Notched Aluminum Top Cap Trim - Field Installed Paint Finish {20} STD Standard Paint Colors Standard Paint Finish {F1} CHR Charcoal Commercial or GSA Offering STD Commercial Furniture Offering	$13.70	$27.40
144	1	**UULSF1330** 13.5"d x 30"w x 14.625"h, Panel Mounted Flush Front Overhead w/ Lock, PRIME Paint Finishes {20} STD Standard Paint Colors Standard Paint Finishes {F1} SDT Stone Dust (Textured Cappuccino) Keys/Locks {40} 423 Keyed for Lock #W423 Mounting Hardware {87} 1 Evolve On Module Commercial or GSA Offering STD Commercial Furniture Offering	$312.50	$312.50
145	1	**UUPW0BF22P** 22"d x 15"w x 23.3"h, Box/File Mobile Pedestal, Full Pull, PRIME Paint Finishes {20} STD Standard Paint Colors Standard Paint Finishes {F1} SDT Stone Dust (Textured Cappuccino) Handle {33} N M-No Handle, Default Keys/Locks {40} 421 Keyed for Lock #W421 Commercial or GSA Offering STD Commercial Furniture Offering	$389.69	$389.69
146	1	**EVPTNTA30F** 30"w, Single Notched Aluminum Top Cap Trim - Field Installed Paint Finish {20} STD Standard Paint Colors Standard Paint Finish {F1} CHR Charcoal Commercial or GSA Offering STD Commercial Furniture Offering	$12.45	$12.45

LINE	QTY	PRODUCT	UNIT SELL	EX
147	18	**EVPFA6624S** 66"h x 24"w, Segmented "S" Fabric Acoustic Panel	$253.15	$4,556.70

30-Panel Top Cap Removal Option	STR	(STD) Panel Top Cap
Frame Finish {20}	STD	Standard Paint Options
Standard Paint Options {*I}	STDR	Panels w/ Black Horizontal Reveal (Specify Black Reveal C
Panels w/ Black Horizontal Reveal	CHB	Charcoal w/ Black Horizontal Reveal
Top Cap Paint Finish {80}	CHR	Charcoal
Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 1
Panel Grade 1 Textiles {GR}	CHHN	Chance
Chance {FR}	CN59	Cinder
Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 2
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 3
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 1
Panel Grade 1 Textiles {GR}	CHHN	Chance
Chance {FR}	CN59	Cinder
Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 2
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 3
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Commercial or GSA Offering	STD	Commercial Furniture Offering

148	1	**EVPMPN30GIP** 12"h x 30"w, Single Notched Panel Mount Privacy Glass, Integrated Channel Extrusion with Aluminum Top Trim for Square Glass	$162.27	$162.27

Paint Finish {20}	STD	Standard Paint Colors
Standard Paint Finish {F1}	CHR	Charcoal
Privacy Glazing {54}	AFR	Frosted
Commercial or GSA Offering	STD	Commercial Furniture Offering

149	5	**EVHC18R** 18", Right, Single Cantilever	$48.97	$244.85

Paint Finish {20}	STD	Standard Paint Colors
Standard Paint Finish {F1}	CHR	Charcoal
Commercial or GSA Offering	STD	Commercial Furniture Offering

150	5	**EVHC18L** 18", Left, Single Cantilever	$48.97	$244.85

Paint Finish {20}	STD	Standard Paint Colors
Standard Paint Finish {F1}	CHR	Charcoal
Commercial or GSA Offering	STD	Commercial Furniture Offering

LINE	QTY	PRODUCT			UNIT SELL	EX
151	4	**EVHC12R** 12", Right, Single Cantilever			$48.97	$195.88
		Paint Finish {20}	STD	Standard Paint Colors		
		Standard Paint Finish {F1}	CHR	Charcoal		
		Commercial or GSA Offering	STD	Commercial Furniture Offering		
152	2	**EVHC12L** 12", Left, Single Cantilever			$48.97	$97.94
		Paint Finish {20}	STD	Standard Paint Colors		
		Standard Paint Finish {F1}	CHR	Charcoal		
		Commercial or GSA Offering	STD	Commercial Furniture Offering		
153	13	**EVE8RDB** B, Dedicated Circuit, Duplex Receptacle, Black			$16.19	$210.47
		Commercial or GSA Offering	STD	Commercial Furniture Offering		
154	13	**EVE8RDA** A, Dedicated Circuit, Duplex Receptacle, Black			$16.19	$210.47
		Commercial or GSA Offering	STD	Commercial Furniture Offering		
155	8	**EVE8RD2** #2 Utility Circuit, Duplex Receptacle, Black			$16.19	$129.52
		Commercial or GSA Offering	STD	Commercial Furniture Offering		
156	7	**EVE8RD1** #1 Utility Circuit, Duplex Receptacle, Black			$16.19	$113.33
		Commercial or GSA Offering	STD	Commercial Furniture Offering		
157	16	**EVE8PD36** 36", Power Distribution Housing			$102.92	$1,646.72
		Commercial or GSA Offering	STD	Commercial Furniture Offering		
158	7	**EVE8PD30** 30", Power Distribution Housing			$97.94	$685.58
		Commercial or GSA Offering	STD	Commercial Furniture Offering		

LINE	QTY	PRODUCT	UNIT SELL	EX
159	6	**EVE8PD24** 24", Power Distribution Housing Commercial or GSA Offering STD Commercial Furniture Offering	$72.63	$435.78
160	3	**EVE8FR1** 72" Long, Floor Power Entry, Front Fed, Snaps into Knockout of Base Raceway Commercial or GSA Offering STD Commercial Furniture Offering	$163.10	$489.30
161	1	**EVE8CP76-H** 76" - Pass Thru Cable, Flexible Metal Conduit w/Wire Mesh, Distrubutes Power Through Non-Powered Panels Commercial or GSA Offering STD Commercial Furniture Offering	$114.96	$114.96
162	4	**EVE8CP46-H** 46" - Pass Thru Cable, Flexible Metal Conduit w/Wire Mesh, Distrubutes Power Through Non-Powered Panels Commercial or GSA Offering STD Commercial Furniture Offering	$97.11	$388.44
163	8	**EVE8CP18** 18" - Flexible Mesh Jumper Cable, Used to Connect 2 Power Distrubution Housings Separated by Post Commercial or GSA Offering STD Commercial Furniture Offering	$69.31	$554.48
164	1	**EVAWB2130** 21"h x 30"w, Writeboard, Panel Mounted Commercial or GSA Offering STD Commercial Furniture Offering	$144.42	$144.42
165	4	**RSNGEX2-FMS** RisingEX Series Dual Monitor Arm w/DC & GM, Fixed + Motion Arms + Sliders Finish Offerings STND Standard Finishes Standard Finishes PLT Platinum Dark Silver DKSR Dark Silver	$513.00	$2,052.00
166	1	**EVHC24L** 24", Left, Single Cantilever Paint Finish {20} STD Standard Paint Colors Standard Paint Finish {F1} CHR Charcoal Commercial or GSA Offering STD Commercial Furniture Offering	$56.03	$56.03

LINE	QTY	PRODUCT	UNIT SELL	EX
167	7	**EVPMPN36GIP** 12"h x 36"w, Single Notched Panel Mount Privacy Glass, Integrated Channel Extrusion with Aluminum Top Trim for Square Glass	$164.76	$1,153.32
		Paint Finish {20} STD Standard Paint Colors Standard Paint Finish {F1} CHR Charcoal Privacy Glazing {54} AFR Frosted Commercial or GSA Offering STD Commercial Furniture Offering		
168	1	**EVHC24R** 24", Right, Single Cantilever	$56.03	$56.03
		Paint Finish {20} STD Standard Paint Colors Standard Paint Finish {F1} CHR Charcoal Commercial or GSA Offering STD Commercial Furniture Offering		
169	1	**EVPCPA254** 54"h, 2 Way Post, Includes Post, Hardware & Aluminum Trims	$115.37	$115.37
		Paint Finish {20} STD Standard Paint Colors Standard Paint Options {*I} STDR Connectors w/ Black Inlines (Use w/ Black Horizontal Rev Connectors w/ Black Inlines (Use v CHB Charcoal w/ Black Inlines Commercial or GSA Offering STD Commercial Furniture Offering		
170	7	**EVPMP36GIP** 12"h x 36"w, Panel Mount Privacy Glass, Integrated Channel Extrusion with Aluminum Top Trim for Square Glass	$164.76	$1,153.32
		Paint Finish {20} STD Standard Paint Colors Standard Paint Finish {F1} CHR Charcoal Privacy Glazing {54} AFR Frosted Commercial or GSA Offering STD Commercial Furniture Offering		
171	7	**EVPIC54** 54"h, Inline Panel Connector, Includes Post & Hardware, No Trim	$41.09	$287.63
		Paint Finish {20} STD Standard Paint Options Standard Paint Options {*I} STDR Black Inline Connector (Use w/ Black Horizontal Reveal) Black Inline Connector (Use w/ Bla BLK Black Inline (Must use w/ Black Horizontal Reveal) Commercial or GSA Offering STD Commercial Furniture Offering		

LINE	QTY	PRODUCT	UNIT SELL	EX
172	4	**EVPFE1230** 12"h x 30"w, Fabric Extension Module, Top Trims are not Included with Extension Modules	$91.30	$365.20

Frame Finish {20}	STD	Standard Paint Options
Standard Paint Options {*I}	STDR	Panels w/ Black Horizontal Reveal (Specify Black Reveal C
Panels w/ Black Horizontal Reveal	CHB	Charcoal w/ Black Horizontal Reveal
Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 1
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 1
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Commercial or GSA Offering	STD	Commercial Furniture Offering

LINE	QTY	PRODUCT	UNIT SELL	EX
173	1	**EVPFE1224** 12"h x 24"w, Fabric Extension Module, Top Trims are not Included with Extension Modules	$83.42	$83.42

Frame Finish {20}	STD	Standard Paint Options
Standard Paint Options {*I}	STDR	Panels w/ Black Horizontal Reveal (Specify Black Reveal C
Panels w/ Black Horizontal Reveal	CHB	Charcoal w/ Black Horizontal Reveal
Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 1
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 1
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Commercial or GSA Offering	STD	Commercial Furniture Offering

LINE	QTY	PRODUCT	UNIT SELL	EX
174	2	**EVPFA6636S**	$328.27	$656.54
		66"h x 36"w, Segmented "S" Fabric Acoustic Panel		

30-Panel Top Cap Removal Option	STR	(STD) Panel Top Cap
Frame Finish {20}	STD	Standard Paint Options
Standard Paint Options {*I}	STDR	Panels w/ Black Horizontal Reveal (Specify Black Reveal C
Panels w/ Black Horizontal Reveal	CHB	Charcoal w/ Black Horizontal Reveal
Top Cap Paint Finish {80}	CHR	Charcoal
Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 1
Panel Grade 1 Textiles {GR}	CHHN	Chance
Chance {FR}	CN59	Cinder
Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 2
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 3
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 1
Panel Grade 1 Textiles {GR}	CHHN	Chance
Chance {FR}	CN59	Cinder
Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 2
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 3
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Commercial or GSA Offering	STD	Commercial Furniture Offering

175	7	**EVPFA6630S**	$280.96	$1,966.72
		66"h x 30"w, Segmented "S" Fabric Acoustic Panel		

30-Panel Top Cap Removal Option	STR	(STD) Panel Top Cap
Frame Finish {20}	STD	Standard Paint Options
Standard Paint Options {*I}	STDR	Panels w/ Black Horizontal Reveal (Specify Black Reveal C
Panels w/ Black Horizontal Reveal	CHB	Charcoal w/ Black Horizontal Reveal
Top Cap Paint Finish {80}	CHR	Charcoal
Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 1
Panel Grade 1 Textiles {GR}	CHHN	Chance
Chance {FR}	CN59	Cinder
Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 2
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 3
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 1
Panel Grade 1 Textiles {GR}	CHHN	Chance
Chance {FR}	CN59	Cinder
Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 2
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 3
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Commercial or GSA Offering	STD	Commercial Furniture Offering

LINE	QTY	PRODUCT	UNIT SELL	EX
176	14	**EVPFA5436** 54"h x 36"w, Segmented Fabric Acoustic Panel	$261.04	$3,654.56

30-Panel Top Cap Removal Option	STR	(STD) Panel Top Cap
Frame Finish {20}	STD	Standard Paint Options
Standard Paint Options {*I}	STDR	Panels w/ Black Horizontal Reveal (Specify Black Reveal C
Panels w/ Black Horizontal Reveal	CHB	Charcoal w/ Black Horizontal Reveal
Top Cap Paint Finish {80}	CHR	Charcoal
Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 1
Panel Grade 1 Textiles {GR}	CHHN	Chance
Chance {FR}	CN59	Cinder
Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 2
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 1
Panel Grade 1 Textiles {GR}	CHHN	Chance
Chance {FR}	CN59	Cinder
Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 2
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Commercial or GSA Offering	STD	Commercial Furniture Offering

177	1	**EVPCP466** 66"h, 4 Way Post, Includes Post, Hardware & Top Cap	$204.18	$204.18

Paint Finish {20}	STD	Standard Paint Colors
Standard Paint Options {*I}	STDR	Connectors w/ Black Inlines (Use w/ Black Horizontal Rev
Connectors w/ Black Inlines (Use v	CHB	Charcoal w/ Black Inlines
Commercial or GSA Offering	STD	Commercial Furniture Offering

178	8	**EVPFA5430** 54"h x 30"w, Segmented Fabric Acoustic Panel	$233.23	$1,865.84

30-Panel Top Cap Removal Option	STR	(STD) Panel Top Cap
Frame Finish {20}	STD	Standard Paint Options
Standard Paint Options {*I}	STDR	Panels w/ Black Horizontal Reveal (Specify Black Reveal C
Panels w/ Black Horizontal Reveal	CHB	Charcoal w/ Black Horizontal Reveal
Top Cap Paint Finish {80}	CHR	Charcoal
Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 1
Panel Grade 1 Textiles {GR}	CHHN	Chance
Chance {FR}	CN59	Cinder
Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 2
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 1
Panel Grade 1 Textiles {GR}	CHHN	Chance
Chance {FR}	CN59	Cinder
Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 2
Panel Grade 1 Textiles {GR}	TEK1	Tek
Tek {FR}	TX62	Essence
Commercial or GSA Offering	STD	Commercial Furniture Offering

LINE	QTY	PRODUCT	UNIT SELL	EX
179	1	**EVPF2W5424**	$307.93	$307.93
		54"h x 24"w, Writeboard Panel, Double Sided		
		30-Panel Top Cap Removal Option STR (STD) Panel Top Cap		
		Frame Finish {20} STD Standard Paint Options		
		Standard Paint Options {*I} STDR Panels w/ Black Horizontal Reveal (Specify Black Reveal C		
		Panels w/ Black Horizontal Reveal CHB Charcoal w/ Black Horizontal Reveal		
		Top Cap Paint Finish {80} CHR Charcoal		
		Panel Textile Grade - Outside Posit 01 Grade 1 Textiles - Outside Position 1		
		Panel Grade 1 Textiles {GR} CHHN Chance		
		Chance {FR} CN59 Cinder		
		Panel Textile Grade - Inside Positio 01 Grade 1 Textiles - Inside Position 1		
		Panel Grade 1 Textiles {GR} CHHN Chance		
		Chance {FR} CN59 Cinder		
		Commercial or GSA Offering STD Commercial Furniture Offering		
180	3	**EVPERA66**	$60.59	$181.77
		66"h, End of Run Post, Includes Post, Hardware & Aluminum Trim		
		Paint Finish {20} STD Standard Paint Colors		
		Standard Paint Options {*I} STDR Connectors w/ Black Inlines (Use w/ Black Horizontal Rev		
		Connectors w/ Black Inlines (Use v CHB Charcoal w/ Black Inlines		
		Commercial or GSA Offering STD Commercial Furniture Offering		
181	1	**EVPERA66**	$60.59	$60.59
		66"h, End of Run Post, Includes Post, Hardware & Aluminum Trim		
		Paint Finish {20} STD Standard Paint Colors		
		Standard Paint Options {*I} STDR Connectors w/ Black Inlines (Use w/ Black Horizontal Rev		
		Connectors w/ Black Inlines (Use v CHB Charcoal w/ Black Inlines		
		Commercial or GSA Offering STD Commercial Furniture Offering		
182	3	**EVPERA54**	$54.78	$164.34
		54"h, End of Run Post, Includes Post, Hardware & Aluminum Trim		
		Paint Finish {20} STD Standard Paint Colors		
		Standard Paint Options {*I} STDR Connectors w/ Black Inlines (Use w/ Black Horizontal Rev		
		Connectors w/ Black Inlines (Use v CHB Charcoal w/ Black Inlines		
		Commercial or GSA Offering STD Commercial Furniture Offering		
183	5	**EVPERA54**	$54.78	$273.90
		54"h, End of Run Post, Includes Post, Hardware & Aluminum Trim		
		Paint Finish {20} STD Standard Paint Colors		
		Standard Paint Options {*I} STDR Connectors w/ Black Inlines (Use w/ Black Horizontal Rev		
		Connectors w/ Black Inlines (Use v CHB Charcoal w/ Black Inlines		
		Commercial or GSA Offering STD Commercial Furniture Offering		

LINE	QTY	PRODUCT			UNIT SELL	EX
184	4	**EVPCPA366**			$175.55	$702.20
		66"h, 3 Way Post, Includes Post, Hardware & Aluminum Trims				
		Paint Finish {20}	STD	Standard Paint Colors		
		Standard Paint Options {*I}	STDR	Connectors w/ Black Inlines (Use w/ Black Horizontal Rev		
		Connectors w/ Black Inlines (Use v	CHB	Charcoal w/ Black Inlines		
		Commercial or GSA Offering	STD	Commercial Furniture Offering		
185	4	**EVPCPA266**			$135.29	$541.16
		66"h, 2 Way Post, Includes Post, Hardware & Aluminum Trims				
		Paint Finish {20}	STD	Standard Paint Colors		
		Standard Paint Options {*I}	STDR	Connectors w/ Black Inlines (Use w/ Black Horizontal Rev		
		Connectors w/ Black Inlines (Use v	CHB	Charcoal w/ Black Inlines		
		Commercial or GSA Offering	STD	Commercial Furniture Offering		
186	6	**EVPCPA254**			$115.37	$692.22
		54"h, 2 Way Post, Includes Post, Hardware & Aluminum Trims				
		Paint Finish {20}	STD	Standard Paint Colors		
		Standard Paint Options {*I}	STDR	Connectors w/ Black Inlines (Use w/ Black Horizontal Rev		
		Connectors w/ Black Inlines (Use v	CHB	Charcoal w/ Black Inlines		
		Commercial or GSA Offering	STD	Commercial Furniture Offering		
187	4	**EVPF2W5430**			$383.88	$1,535.52
		54"h x 30"w, Writeboard Panel, Double Sided				
		30-Panel Top Cap Removal Option	STR	(STD) Panel Top Cap		
		Frame Finish {20}	STD	Standard Paint Options		
		Standard Paint Options {*I}	STDR	Panels w/ Black Horizontal Reveal (Specify Black Reveal C		
		Panels w/ Black Horizontal Reveal	CHB	Charcoal w/ Black Horizontal Reveal		
		Top Cap Paint Finish {80}	CHR	Charcoal		
		Panel Textile Grade - Outside Posit	01	Grade 1 Textiles - Outside Position 1		
		Panel Grade 1 Textiles {GR}	CHHN	Chance		
		Chance {FR}	CN59	Cinder		
		Panel Textile Grade - Inside Positio	01	Grade 1 Textiles - Inside Position 1		
		Panel Grade 1 Textiles {GR}	CHHN	Chance		
		Chance {FR}	CN59	Cinder		
		Commercial or GSA Offering	STD	Commercial Furniture Offering		
				WORKSTATIONS Subtotal		**$58,811.88**
ZFREIGHT						
189	1	**FREIGHT**			$43.25	$43.25
				ZFREIGHT Subtotal		**$43.25**

LINE	QTY	PRODUCT	UNIT SELL	EX
zINSTALL				
191	1	**INSTALL RT** Labor to Receive, deliver and install GIS Manager / IT Manager / Leigh's Office (replace bridge with HAT), Office / Reception / Work Room / 7 Stations All work during Regular Business Hours No stair carry Area to be free and clear Non-Union Labor	$14,687.00	$14,687.00

zINSTALL Subtotal **$14,687.00**

Subtotal $127,468.69

GRAND TOTAL $127,468.69

~Ordering Notes~

* Deposit may be due at time of order
* The applicable tax will be applied at the time of invoicing
* Pricing in this proposal is based on current market conditions and may change due to tariff adjustments or government fees. Any increases before order invoicing could adjust the final pricing.
* Estimated leadtime is subject to the manufactures production / shipping schedules
* This proposal contains Special Order items that are Not Returnable
* Once an order is placed, cancellations are Not Allowed

LINE	QTY	PRODUCT	UNIT SELL	EX

LINE	QTY	PRODUCT	UNIT SELL	EX

TERMS AND CONDITIONS OF PURCHASE
(FURNITURE - ODP BUSINESS SOLUTIONS WORKSPACE INTERIORS)

1. ODP Business Solutions, LLC ("ODP Business Solutions") shall make commercially reasonable efforts to install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate, and ODP Business Solutions obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that ODP Business Solutions will be able to deliver and install portions of the job in phases. Customer will be invoiced for the items as they are delivered and payment will be due as set forth in Section 3 below
2. All prices are firm for thirty (30) days from date of proposal.
3. Payment terms are net twenty (20) days from date of invoice, unless otherwise agreed to and as documented on the order or quote. Customer will be invoiced for items when delivery and installation (if applicable) is complete, and any punch issues are less than 10% of the value of the entire order. In no event shall payment be withheld for delivered products and services. Customer shall pay 90% of the invoice and may withhold 10% until completion of the job. The balance is payable immediately after any outstanding issues are resolved.
4. All orders are subject to credit approval.
5. ODP Business Solutions requires a minimum deposit equaling 50% on all orders over $20,000. Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable as set forth in Section 4 above.
6. All products and materials are subject to applicable taxes, as well as any applicable inbound freight and fabrication charges.
7. An order is not cancelable once in production. "Quick ships" and fabric orders are not cancelable.
8. Any quotation for special order products or materials shall be approved by an authorized Customer representative for correct product number, fabric, specifications and quantities. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates.
9. Delivery and installation services are conducted during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If services are requested outside of normal business hours, if special handling or equipment is required, if moving of products other than delivered is required, or if there are any unusual condition not made known to ODP Business Solutions at the time of sale, extra labor charges at prevailing rates may apply.
10. If during installation, additional products are necessary or required to complete the job, such additional products and labor will be charged to Customer at prevailing rates.
11. Floors shall be smooth, level and free from debris.
12. Condition of Jobsite - Customer agrees to have premises available on the requested date of installation and for a reasonable time thereafter for installation during the regular business day. Customer's job site shall be clean, clear, and free of debris prior to installation. Delivery and installation encumbrances which necessitate additional labor will result in extra charges. If installation is to be placed over carpeting, tiles, or other floor covering, Customer hereby assures ODP Business Solutions that all such coverings will be completed prior to time installation is scheduled. The job site shall be free of interference from all trades in the work areas, and if the job site is not free of such trade interference, the delivery and installation shall not proceed until such interference has been eliminated, or other arrangements are agreed to in writing. ODP Business Solutions shall be held harmless and shall not assume liability for job delay due to failure to meet any of the preceding conditions.
13. Jobsite Services. Electric current, light, heat, trash disposal facilities, hoisting and/or elevator service, and adequate facilities for off-loading, staging, moving, and handling of the Furnishings will be furnished without charge to ODP Business Solutions. Customer acknowledges that if the installed Furnishings require electrical hook-ups, outlets, wiring, or other similar services, at Customer's election, ODP Business Solutions may provide such services through licensed subcontractors at an additional fee or Customer shall be responsible for engaging appropriate licensed professionals.
14. Permits are the responsibility of the Customer unless expressly provided in the Proposal.
15. If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer shall pay a warehouse charge payable monthly. Any double handling of a product will be charged at our normal hourly rate.
16. ODP Business Solutions makes no warranties, expressed or implied, as to merchantability or as the suitability of the products for any particular purpose, except those made by the manufacturer of the products. Any claim must be made to ODP Business Solutions in writing within five (5) days after delivery or installation of the products and if no claim is so received by ODP Business Solutions it will be conclusively presumed that Customer has accepted and that the products are as represented.
17. No liability shall accrue against ODP Business Solutions as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.
18. ODP Business Solutions retains, and Customer hereby grants to ODP Business Solutions, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, ODP Business Solutions shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 2% per month (annual percentage rate 24%) will be charged on all past due balances. Customer shall pay all collection costs, including attorneys fee, in the event any claim is referred to a collection agency or attorney.
19. Products shipped directly to Customer shall be the responsibility of Customer except if agreed in writing that ODP Business Solutions will provide delivery and installation services. The receiving Customer is responsible to inspect products and file any necessary freight claims with freight provider.
20. Manufacturer warranties apply for parts only. Labor is not included.
21. All items set forth in the quotation are non-returnable.
22. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
23. Each party shall indemnify and hold harmless the other party from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages and all related costs and expenses, including without limitation reasonable attorneys' fees due to, arising from or relating to the negligent, willful or reckless act or omission of the indemnifying party.
24. These terms and conditions shall be governed by the law of the State of Florida, without regard to conflict of laws principles.

Customer: _____

Customer's Signature: _____

Print Name: _____

Customer PO: _____

Title: _____

Date: _____

LINE	QTY	PRODUCT	UNIT SELL	EX

TOWN OF PROSPER
A Place Where Everyone Matters

Information Technology

To: **Mayor and Town Council**

From: **Leigh Johnson, Director of I.T.**

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

Re: **Contract for I.T. Department Remodel**

Town Council Meeting – August 26, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

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Agenda Item:
Consider and act upon approving the Resolutions authorizing matching funds for projects submitted under the State and Local Cybersecurity Grant Program.

Description of Agenda Item:
In April 2024, the Information Technology Department applied for and was awarded four grants under the Federal State and Local Cybersecurity Grant program, administered by the State of Texas Office of the Governor (OOG).

The OOG requires that the Town Council approve resolutions authorizing the expenditure of funds for the 10% match required by the grant applications.

The four projects are:

Grant Number 5171501: Cybersecurity Assessment of Infrastructure
Grant Number 5203101: Town Hall UPS
Grant Number 5240501: I.T. Department Strategic Plan
Grant Number 5241301: ZTNA Implementation Project

Due to the sensitive nature of items associated with the Town's cybersecurity program, only the titles are included in this report. The Information Technology Department is prepared to provide additional details, if required, during Town Council's Executive Session.

Budget Impact:
A total of $86,268 was awarded to the Town by the OOG for the four projects and the required matching funds total $9,585. The matching funds were included in the approved fiscal year 2025 budget.

Attached Documents:
1. Resolution for the Cybersecurity Assessment of Infrastructure Project

2. Resolution for the Town Hall UPS Project
3. Resolution for the I.T. Department Strategic Plan Project
4. Resolution for the ZTNA Implementation Project

Town Staff Recommendation:

Town staff recommend that the Town Council approve the Resolutions authorizing matching funds for projects submitted under the State and Local Cybersecurity Grant Program.

Proposed Motion:

I move to approve the Resolutions authorizing matching funds for projects submitted under the State and Local Cybersecurity Grant Program.

TOWN OF PROSPER, TEXAS **RESOLUTION NO. 2025-38**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AUTHORIZING MATCHING FUNDS FOR THE CYBERSECURITY ASSESSMENT OF INFRASTRUCTURE PROJECT FUNDED THROUGH THE 2025 STATE & LOCAL CYBERSECURITY GRANT PROGRAM; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Prosper finds it in the best interest of the citizens of the Town of Prosper ("Town"), that the Cybersecurity Assessment of Infrastructure Project be operated for the 2025 fiscal year; and

WHEREAS, the Town agrees to provide applicable matching funds for the said project as required by the State and Local Cybersecurity Grant Program grant application; and

WHEREAS, the Town agrees that in the event of loss or misuse of the Office of the Governor funds, the Town assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the Town designates the Budget Officer & Grant Administrator as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

that the Town approves submission of the grant application for the Cybersecurity Assessment of Infrastructure Project to the Office of the Governor.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, **ON THIS 26TH DAY OF AUGUST, 2025.**

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

TOWN OF PROSPER, TEXAS **RESOLUTION NO. 2025-39**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AUTHORIZING MATCHING FUNDS FOR THE TOWN HALL UPS PROJECT FUNDED THROUGH THE 2025 STATE & LOCAL CYBERSECURITY GRANT PROGRAM; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Prosper finds it in the best interest of the citizens of the Town of Prosper ("Town"), that the Town Hall UPS Project be operated for the 2025 fiscal year; and

WHEREAS, the Town agrees to provide applicable matching funds for the said project as required by the State and Local Cybersecurity Grant Program grant application; and

WHEREAS, the Town agrees that in the event of loss or misuse of the Office of the Governor funds, the Town assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the Town designates the Budget Officer & Grant Administrator as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

that the Town approves submission of the grant application for the Town Hall UPS Project to the Office of the Governor.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, **ON THIS 26TH DAY OF AUGUST, 2025.**

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

TOWN OF PROSPER, TEXAS **RESOLUTION NO. 2025-40**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AUTHORIZING MATCHING FUNDS FOR THE STRATEGIC PLAN PROJECT FUNDED THROUGH THE 2025 STATE & LOCAL CYBERSECURITY GRANT PROGRAM; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Prosper finds it in the best interest of the citizens of the Town of Prosper ("Town"), that the Strategic Plan Project be operated for the 2025 fiscal year; and

WHEREAS, the Town agrees to provide applicable matching funds for the said project as required by the State and Local Cybersecurity Grant Program grant application; and

WHEREAS, the Town agrees that in the event of loss or misuse of the Office of the Governor funds, the Town assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the Town designates the Budget Officer & Grant Administrator as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

that the Town approves submission of the grant application for the Town Hall UPS Project to the Office of the Governor.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, **ON THIS 26TH DAY OF AUGUST, 2025.**

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

TOWN OF PROSPER, TEXAS **RESOLUTION NO. 2025-41**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AUTHORIZING MATCHING FUNDS FOR THE ZTNA IMPLEMENTATION PROJECT FUNDED THROUGH THE 2025 STATE & LOCAL CYBERSECURITY GRANT PROGRAM; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Prosper finds it in the best interest of the citizens of the Town of Prosper ("Town"), that the ZTNA Implementation Project be operated for the 2025 fiscal year; and

WHEREAS, the Town agrees to provide applicable matching funds for the said project as required by the State and Local Cybersecurity Grant Program grant application; and

WHEREAS, the Town agrees that in the event of loss or misuse of the Office of the Governor funds, the Town assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the Town designates the Budget Officer & Grant Administrator as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

that the Town approves submission of the grant application for the ZTNA Implementation Project to the Office of the Governor.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, **ON THIS 26TH DAY OF AUGUST, 2025.**

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

TOWN OF PROSPER
A Place Where Everyone Matters

PARKS AND RECREATION DEPARTMENT

To: **Mayor and Town Council**

From: **Dan Baker, Director of Parks and Recreation**

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

Re: **Doe Branch Pedestrian Trail and Bridge CSP Award**

Town Council Meeting – August 26, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure

---

Agenda Item:
Consider and act upon rejecting all bids related to Competitive Sealed Proposal (CSP) No. 2025-11-B for the Doe Branch Pedestrian Trail and Bridge, and direct staff to reduce the scope of the project to include only the northern section of trail along Fishtrap Road and Gee Road.

Description of Agenda Item:
This project is for sections of widened walkway along the south side of Gee Road between Denton Way and First Street, and a section of 10-foot-wide concrete hike and bike trail that will cross the southern end of the Town's Doe Branch property, connecting the neighborhoods on the east and west sides of the floodplain. A pedestrian bridge will cross Doe Branch Creek, and a culvert box will cross an unnamed tributary of the main creek.

The Town received eight bids, listed in the attached bid tabulation. The Competitive Sealed Proposal (CSP) procurement method was used to score the bidders. The highest scoring bidder is not the lowest cost. The highest score went to the bidder that has proposed completing the project in the shortest time. Their proposed time is 130 days at $1,458,730 compared to the next highest scoring bidder at 200 days and $1,308,626. The engineer's estimate for the project is $1,799,519.

This was presented to the CIP Subcommittee on August 13. Their recommendation was for rejecting all 8 bids and proceeding with a substantially reduced scope of work. Trail sections on the south end of the project will be done at an undetermined time in the future for construction of the trail sections along Fishtrap Road and Gee Road on the north end of the project site.

Attached Documents:
1. As read Bid Tabulation
2. CSP Scoring Matrix

Town Staff Recommendation:
Town staff recommend that the Town Council reject all bids related to Competitive Sealed Proposal (CSP) No. 2025-11-B for the Doe Branch Pedestrian Trail and Bridge, and direct staff to reduce the scope of the project to include only the northern section of trail along Fishtrap Road and Gee Road.

Proposed Motion:

I move to reject all bids related to Competitive Sealed Proposal No. 2025-11-B for the Doe Branch Pedestrian Trail and Bridge, and direct staff to reduce the scope of the project to include only the northern section of trail along Fishtrap Road and Gee Road.

TOWN OF PROSPER
PROPOSAL TABULATION SUMMARY

Solicitation Number	CSP No. 2025-11-B
Solicitation Title	Doe Branch Pedestrian Trail and Bridge
Close Date	7/15/2025 at 2:00PM

Responding Supplier	City	State	Response Submitted	Response Total	Total Days
2L Construction LLC	Boyd	TX	7/15/2025 12:04:58 PM (CT)	$1,374,632.40	230
A&C Construction, Inc.	Irving	TX	7/15/2025 01:08:25 PM (CT)	$1,629,000.00	200
C. Green Scaping, LP	Fort Worth	TX	7/15/2025 11:41:28 AM (CT)	$1,308,626.52	200
HQS Construction	Plano	TX	7/15/2025 01:02:31 PM (CT)	$2,323,433.00	280
Millis Development and Construction - Dallas, LLC	McKinney	TX	7/15/2025 12:24:54 PM (CT)	$1,637,588.00	326
Ratliff Hardscape, Ltd	Lewisville	TX	7/15/2025 12:52:28 PM (CT)	$1,458,730.00	130
RoeschCo Construction, LLC	Frisco	TX	7/15/2025 09:24:20 AM (CT)	$1,377,759.88	220
Vlex construction LLC	Greenville	TX	7/15/2025 11:45:09 AM (CT)	$1,423,833.00	210

****All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.**

Certified by:	Jay Carter, NIGP-CPP, CPPB, C.P.M. Purchasing Manager Town of Prosper, Texas	Certified on:	July 15, 2025

CSP NO. 2025-11-B

Doe Branch Pedestrian Trail and Bridge

EVALUATION MATRIX		2L Construction		A&C Construction		C. Green Scaping		HQS Construction		Millis Development and Construction		Ratliff Hardscape		RoeschCo Construction		Vlex Construction	
EVALUATION CRITERIA	**WEIGHTING**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**
Cost Proposal	**65%**	9.52	6.19	8.03	5.22	10.00	6.50	5.63	3.66	7.99	5.19	8.97	5.83	9.50	6.17	9.19	5.97
Proposed Project Timeline	**25%**	5.65	1.41	6.50	1.63	6.50	1.63	4.64	1.16	3.99	1.00	10.00	2.50	5.91	1.48	6.19	1.55
Qualifications and Experience	**10%**	8.00	0.80	7.00	0.70	7.00	0.70	6.33	0.63	6.67	0.67	8.67	0.87	6.67	0.67	6.67	0.67
TOTAL	**100%**		**8.40**		**7.55**		**8.83**		**5.46**		**6.86**		**9.20**		**8.32**		**8.19**

TOWN OF PROSPER
A Place Where Everyone Matters

PUBLIC WORKS

To: **Mayor and Town Council**

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

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

Re: **Crosswalk Construction – Prairie Road/Winding Oak & First/Artesia**

Town Council Meeting – August 26, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

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Agenda Item:
Consider and act upon authorizing the Town Manager to direct Wopac Construction, Inc. to construct two crosswalks in the amount of $122,240.

Description of Agenda Item:
Public Works requests approval to have Wopac Construction, Inc. install two pedestrian crosswalks in response to requests from local neighborhoods and Prosper ISD. These installations will enhance pedestrian safety and provide improved access to educational facilities and community amenities.

The first crosswalk will be located on Prairie Road, just west of the Prairie and Winding Oak intersection. This installation will provide a safe pedestrian crossing from the Lakes of Legacy neighborhood to the northern side of Prairie Road, enabling more direct access to Richland High School, Stuber Elementary, and Prairie Park. The second crosswalk will be positioned at the First Street and Artesia Boulevard intersection to facilitate pedestrian access to Richland High School. While this crosswalk was originally scheduled for installation concurrent with the planned signalized intersection at this location, current safety needs necessitate earlier implementation.

The Prairie Road crosswalk installation requires comprehensive infrastructure improvements, including four ADA-compliant ramps, a median crossing, and a small headwall along the sidewalk to mitigate erosion caused by elevation changes between the roadway and sidewalk.

The First Street crosswalk will require reconfiguration of existing ADA ramps and partial removal of the median nose currently installed on First Street.

Town Council previously awarded the concrete construction contract to Wopac Construction, Inc. in September 2024 under Bid No. 2024-26-A. This contract includes a one-year term with four optional one-year renewal periods, providing the necessary framework to complete these installations.

Budget Impact:
These projects will be funded out of the Traffic Improvement Fund in CIP, Project TR202537 – Crosswalk Development Projects.

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

Attached Documents:
1. Wopac Construction, Inc Contract
2. Wopac Construction Quote – First/Artesia
3. Wopac Construction Quote – Prairie/Winding Oak

Town Staff Recommendation:
Town Staff recommend that the Town Council authorize the Town Manager to direct Wopac Construction, Inc., to construct two crosswalks in the amount of $122,240.

Proposed Motion:
I move to approve authorizing the Town Manager to direct Wopac Construction, Inc. to construct two crosswalks in the amount of $122,240.

TOWN OF PROSPER
CONTRACT FOR SERVICES (PRIMARY VENDOR)
BID NO. 2024-26-A

This Contract is made by the **Town of Prosper, Texas**, a municipal corporation ("Town") and **Wopac Construction, Inc.,** ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Concrete Repair Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference.

2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the Town in writing.

3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.

4. **CONTRACT PERIOD.** The contract period is for one year (1) from date of award of contract. All pricing is to remain firm during the contract period. The contract is renewable for up to four (4) additional one-year terms on an annual basis, if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date.

5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred is specified in Exhibit B.

6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after receipt of the invoice for the previous month's service or as set forth in Exhibit A.

7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Town of Prosper, Accounts Payable, P.O. Box 307, Prosper, TX 75078, or emailed to ap@prospertx.gov.

8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

9. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.

10. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of the Contract.

11. **INDEMNIFICATION.** As specified in Exhibit A.

12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer its interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.

13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

    The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

    The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

    The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** Town may terminate this Contract upon sixty (60) days' written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

    Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any subcontractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.

19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.

20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

21. **COMPLIANCE WITH LAWS.** The contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's representative are followed.

22. **"ANTI-ISRAEL BOYCOTT" PROVISION.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott

Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Contract on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

23. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in § 2252.151 of the Texas Government Code.

24. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

25. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Contract, and such disagreement cannot be resolved by the Town and the Contractor, the Town and Contractor agree to submit such disagreement to non-binding mediation.

26. **ENTIRE CONTRACT.** This instrument together with Exhibit A attached hereto contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

27. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Town of Prosper
Attn: Jay Carter, Purchasing Manager
P.O. Box 307
Prosper, TX 75078
jcarter@prospertx.gov

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Wopac Construction, Inc.
Adam Leach
PO Box 819
Prosper, TX 75078
adamleachwopac@aol.com

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand delivered.

28. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.

29. **GOVERNING LAW.** The validity of this Contract and any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Collin County, Texas.

30. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.

31. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:

WOPAC CONSTRUCTION, INC.

By: _____
Adam Leach
President

Date: 9-11-24

TOWN OF PROSPER, TEXAS

By: _____
Mario Canizares
Town Manager

Date: 9/26/2024

TOWN OF PROSPER

2024-26-A

Miscellaneous Concrete Repair Services

Issue Date: 8/11/2024
Questions Deadline: 8/22/2024 12:00 PM (CT)
Response Deadline: 8/29/2024 02:00 PM (CT)

Contact Information

Contact: Jay Carter Purchasing Manager
Address: Purchasing Office
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1018
Email: jcarter@prospertx.gov

Event Information

Number: 2024-26-A
Title: Miscellaneous Concrete Repair Services
Type: Request for Bids
Issue Date: 8/11/2024
Question Deadline: 8/22/2024 12:00 PM (CT)
Response Deadline: 8/29/2024 02:00 PM (CT)
Notes:

The Town of Prosper is soliciting bids to establish an annual fixed price contract for miscellaneous concrete replacement services, to be performed within the Town of Prosper as described in the following bid specifications. The successful vendor will be responsible for providing all equipment, materials and labor necessary to complete services. The successful vendor will enter into a contract with the Town, which will be effective for one year, with four optional one-year renewal periods. A sample contract is available for review in the Purchasing Office. The contract will be awarded to the lowest responsive responsible bidder meeting specifications. It is the Town's intent to award a primary and, potentially, a secondary vendor. The estimated annual expenditure for this service is $600,000.00. Orders will be placed on an as needed basis only, as determined by the Town.

The bids are due on August 29, 2024, by 2:00PM and must be submitted through Ionwave. Responses will be read at 3:00PM and can be attended at the following link:

Microsoft Teams meeting

Join on your computer, mobile app or room device

Join the meeting now

Meeting ID: 288 926 938 820

Passcode: NZYpXD

Ship To Information

Contact: Jay Carter, Purchasing Manager
Address: Purchasing Office
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1018
Email: jcarter@prospertx.gov

Billing Information

Contact: Accounts Payable
Address: Finance
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1017
Email: ap@prospertx.gov

Bid Attachments

Insurance Requirements for Construction Services R7-25-19.pdf Download

Insurance Requirements for Construction Services

Standard Terms and Conditions for Procurements V 9-11-23.pdf Download

Standard Terms and Conditions for Procurements V 9-11-23

References Worksheet - fillable.pdf Download

References Worksheet

Conflict of Interest Questionnaire 1-1-2021.pdf Download

Conflict of Interest Questionnaire 1-1-2021

2024-26-A Bid Specifications.pdf Download

2024-26-A Bid Specifications

Requested Attachments

References Worksheet
(Attachment required)

Proof of Insurance Coverage
(Attachment required)

Per Section III of the specifications

Bid Attributes

1 Terms and Conditions Acknowledgement

I have read, understand and agree to all terms and conditions contained in this solicitation.

☐ I Agree
(Required: Check if applicable)

2 Certification

By checking this box, submitter hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all items by the Town of Prosper, Texas, within the time frame indicated in this solicitation, constitutes a contract. The individual submitting this bid/proposal certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

☐ I Agree
(Required: Check if applicable)

3 Addendum No. 1

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 1 (if issued by the Town of Prosper).

☐ I Agree
(Optional: Check if applicable)

4 Addendum No. 2

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 2 (if issued by the Town of Prosper).

☐ I Agree
(Optional: Check if applicable)

5 **Addendum No. 3**

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 3 (if issued by the Town of Prosper).

☐ I Agree

(Optional: Check if applicable)

Bid Lines

1 Remove 6-inch to 8-inch Reinforced Concrete Pavement - REMOVAL, DISPOSAL AND RECYCLING OF EXISTING REINFORCED CONCRETE STREET PAVEMENT (TYPICALLY 6 INCHES TO 8 INCHES) AND BASE MATERIAL

(Response required)

Quantity: 1200 UOM: SY Unit Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

2 Remove 10-inch to 12-inch Reinforced Concrete Pavement - REMOVAL, DISPOSAL AND RECYCLING OF EXISTING REINFORCED CONCRETE STREET PAVEMENT (TYPICALLY 10 INCHES TO 12 INCHES) AND BASE MATERIAL

(Response required)

Quantity: 400 UOM: SY Unit Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

3 Install 6-inch Reinforced Concrete Pavement (4,000 PSI) - FURNISH AND INSTALL 6 INCH REINFORCED CONCRETE STREET PAVING (4,000 PSI)

(Response required)

Quantity: 500 UOM: SY Unit Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

4 Install 8-inch Reinforced Concrete Pavement (4,000 PSI) - FURNISH AND INSTALL 8 INCH REINFORCED CONCRETE STREET PAVING (4,000 PSI)

(Response required)

Quantity: 800 UOM: SY Unit Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

5 Install 10-inch to 12-inch Reinforced Concrete Pavement (4,000 PSI) - FURNISH AND INSTALL 10-12 INCH REINFORCED CONCRETE STREET PAVING (4,000 PSI)
(Response required)
Quantity: 300 UOM: SY Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

6 Install 6-inch Reinforced Concrete Pavement (HES) 4,000 PSI - FURNISH AND INSTALL 6 INCH REINFORCED CONCRETE STREET PAVING (HES) 4,000 PSI
(Response required)
Quantity: 100 UOM: SY Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

7 Install 8-inch Reinforced Concrete Pavement (HES) 4,000 PSI - FURNISH AND INSTALL 8 INCH REINFORCED CONCRETE STREET PAVING (HES) 4,000 PSI
(Response required)
Quantity: 100 UOM: SY Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

8 Install 10-inch to 12-inch Reinforced Concrete Pavement (HES) 4,000 PSI - FURNISH AND INSTALL 10-12 INCH REINFORCED CONCRETE STREET PAVING (HES) 4,000 PSI
(Response required)
Quantity: 100 UOM: SY Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

9 Furnish and Install Compacted Recycle Concrete Flexbase for Base Repair - FURNISH AND INSTALL COMPACTED RECYCLED CONCRETE FLEXBASE FOR BASE REPAIR
(Response required)
Quantity: 800 UOM: CY Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

10 Remove and Replace 4-inch to 5-inch Concrete Sidewalk (3,500 PSI) - REMOVAL AND REPLACEMENT OF EXISTING 4-5 INCH REINFORCED CONCRETE SIDEWALK (3,500 PSI)

(Response required)

Quantity: 600 UOM: SY Unit Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

11 Install 4-inch to 5-inch new concrete sidewalk (3,500 PSI) - FURNISH AND INSTALL NEW 4-5 INCH REINFORCED CONCRETE SIDEWALK (3500 PSI)

(Response required)

Quantity: 250 UOM: SY Unit Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

12 Traffic Control - FURNISH, INSTALL, AND MAINTAIN CONSTRUCTION BARRICADING AND WARNING SIGNS, INCLUDING FLASHING ARROW BOARDS AND TRAFFIC CONTROL PLAN, IF NEEDED

(Response required)

Quantity: 1 UOM: LS Unit Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

13 Remove and Replace junction box or grate inlet (typically 3-foot x 3-foot) - REMOVAL, DISPOSAL AND RECONSTRUCTION OF A REINFORCED CONCRETE INLET BOX (VARIOUS SIZE)

(Response required)

Quantity: 2 UOM: EA Unit Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

14 Removal, disposal and reconstruction of existing reinforced concrete inlet throat - REMOVAL, DISPOSAL AND RECONSTRUCTION OF EXISTING REINFORCED CONCRETE INLET THROAT (VARIOUS SIZE)

(Response required)

Quantity: 2 UOM: EA Unit Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

15 Furnish, install and maintain sod grass
(Response required)
Quantity: 350 UOM: SY Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

16 Remove and replace existing 6-inch reinforced concrete drive approach (4,000 PSI)
(Response required)
Quantity: 100 UOM: SY Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

17 Install 5-inch to 6-inch stamped patterned median pavement and street pavement. Color to be applied to surface of wet concrete; color and stamped pattern to match existing and approved by Town Representative.
(Response required)
Quantity: 250 UOM: SY Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

18 Furnish, install and remove reinforced concrete barrier free ramps
(Response required)
Quantity: 4 UOM: EA Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

19 Buyer Set Price - MISCELLANEOUS ITEM FOR EXTRA WORK, PER APPROVED INVOICE
(Response required)
Quantity: 1 UOM: EA Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature

2024-26-A Addendum 1
Wopac Construction Inc.
Supplier Response

Event Information

Number: 2024-26-A Addendum 1
Title: Miscellaneous Concrete Repair Services
Type: Request for Bids
Issue Date: 8/11/2024
Deadline: 8/29/2024 02:00 PM (CT)
Notes: The Town of Prosper is soliciting bids to establish an annual fixed price contract for miscellaneous concrete replacement services, to be performed within the Town of Prosper as described in the following bid specifications. The successful vendor will be responsible for providing all equipment, materials and labor necessary to complete services. The successful vendor will enter into a contract with the Town, which will be effective for one year, with four optional one-year renewal periods. A sample contract is available for review in the Purchasing Office. The contract will be awarded to the lowest responsive responsible bidder meeting specifications. It is the Town's intent to award a primary and, potentially, a secondary vendor. The estimated annual expenditure for this service is $600,000.00. Orders will be placed on an as needed basis only, as determined by the Town.

The bids are due on August 29, 2024, by 2:00PM and must be submitted through Ionwave. Responses will be read at 3:00PM and can be attended at the following link:

Microsoft Teams meeting
Join on your computer, mobile app or room device
Join the meeting now

Meeting ID: 288 926 938 820
Passcode: NZYpXD

Contact Information

Contact: Jay Carter Purchasing Manager
Address: Purchasing Office
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1018
Email: jcarter@prospertx.gov

Wopac Construction Inc. Information

Contact: Adam Leach
Address: P.O. Box 819
Prosper, TX 75078
Phone: (972) 562-8316
Fax: (903) 433-2123
Email: adamleachwopac@aol.com
Web Address: wopacconst.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Adam Leach
Signature

adamleachwopac@aol.com
Email

Submitted at 8/28/2024 10:17:42 AM (CT)

Requested Attachments

References Worksheet

Reference Work Sheet for Town of Prosper - 2024.pdf

Proof of Insurance Coverage

Per Section III of the specifications

Insurance Cert for Town of Propser 2024.pdf

Bid Attributes

1 Terms and Conditions Acknowledgement

I have read, understand and agree to all terms and conditions contained in this solicitation.

☑ I Agree

2 Certification

By checking this box, submitter hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all items by the Town of Prosper, Texas, within the time frame indicated in this solicitation, constitutes a contract. The individual submitting this bid/proposal certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

☑ I Agree

3 Addendum No. 1

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 1 (if issued by the Town of Prosper).

☑ I Agree

4 Addendum No. 2

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 2 (if issued by the Town of Prosper).

☑ I Agree

5 Addendum No. 3

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 3 (if issued by the Town of Prosper).

☑ I Agree

Bid Lines

1	Remove 6-inch to 8-inch Reinforced Concrete Pavement - REMOVAL, DISPOSAL AND RECYCLING OF EXISTING REINFORCED CONCRETE STREET PAVEMENT (TYPICALLY 6 INCHES TO 8 INCHES) AND BASE MATERIAL	Quantity: 1200	UOM: SY	Unit Price: $35.00	Total: $42,000.00
2	Remove 10-inch to 12-inch Reinforced Concrete Pavement - REMOVAL, DISPOSAL AND RECYCLING OF EXISTING REINFORCED CONCRETE STREET PAVEMENT (TYPICALLY 10 INCHES TO 12 INCHES) AND BASE MATERIAL	Quantity: 400	UOM: SY	Unit Price: $38.00	Total: $15,200.00
3	Install 6-inch Reinforced Concrete Pavement (4,000 PSI) - FURNISH AND INSTALL 6 INCH REINFORCED CONCRETE STREET PAVING (4,000 PSI)	Quantity: 500	UOM: SY	Unit Price: $82.00	Total: $41,000.00
4	Install 8-inch Reinforced Concrete Pavement (4,000 PSI) - FURNISH AND INSTALL 8 INCH REINFORCED CONCRETE STREET PAVING (4,000 PSI)	Quantity: 800	UOM: SY	Unit Price: $95.00	Total: $76,000.00
5	Install 10-inch to 12-inch Reinforced Concrete Pavement (4,000 PSI) - FURNISH AND INSTALL 10-12 INCH REINFORCED CONCRETE STREET PAVING (4,000 PSI)	Quantity: 300	UOM: SY	Unit Price: $110.00	Total: $33,000.00
6	Install 6-inch Reinforced Concrete Pavement (HES) 4,000 PSI - FURNISH AND INSTALL 6 INCH REINFORCED CONCRETE STREET PAVING (HES) 4,000 PSI	Quantity: 100	UOM: SY	Unit Price: $82.00	Total: $8,200.00
7	Install 8-inch Reinforced Concrete Pavement (HES) 4,000 PSI - FURNISH AND INSTALL 8 INCH REINFORCED CONCRETE STREET PAVING (HES) 4,000 PSI	Quantity: 100	UOM: SY	Unit Price: $104.00	Total: $10,400.00
8	Install 10-inch to 12-inch Reinforced Concrete Pavement (HES) 4,000 PSI - FURNISH AND INSTALL 10-12 INCH REINFORCED CONCRETE STREET PAVING (HES) 4,000 PSI	Quantity: 100	UOM: SY	Unit Price: $119.00	Total: $11,900.00
9	Furnish and Install Compacted Recycle Concrete Flexbase for Base Repair - FURNISH AND INSTALL COMPACTED RECYCLED CONCRETE FLEXBASE FOR BASE REPAIR	Quantity: 800	UOM: CY	Unit Price: $55.00	Total: $44,000.00
10	Remove and Replace 4-inch to 5-inch Concrete Sidewalk (3,500 PSI) - REMOVAL AND REPLACEMENT OF EXISTING 4-5 INCH REINFORCED CONCRETE SIDEWALK (3,500 PSI)	Quantity: 600	UOM: SY	Unit Price: $112.50	Total: $67,500.00

11	Install 4-inch to 5-inch new concrete sidewalk (3,500 PSI) - FURNISH AND INSTALL NEW 4-5 INCH REINFORCED CONCRETE SIDEWALK (3500 PSI)	Quantity: 250	UOM: SY	Unit Price: $81.00	Total: $20,250.00
12	Traffic Control - FURNISH, INSTALL, AND MAINTAIN CONSTRUCTION BARRICADING AND WARNING SIGNS, INCLUDING FLASHING ARROW BOARDS AND TRAFFIC CONTROL PLAN, IF NEEDED	Quantity: 1	UOM: LS	Unit Price: $3,500.00	Total: $3,500.00
13	Remove and Replace junction box or grate inlet (typically 3-foot x 3-foot) - REMOVAL, DISPOSAL AND RECONSTRUCTION OF A REINFORCED CONCRETE INLET BOX (VARIOUS SIZE)	Quantity: 2	UOM: EA	Unit Price: $5,100.00	Total: $10,200.00
14	Removal, disposal and reconstruction of existing reinforced concrete inlet throat - REMOVAL, DISPOSAL AND RECONSTRUCTION OF EXISTING REINFORCED CONCRETE INLET THROAT (VARIOUS SIZE)	Quantity: 2	UOM: EA	Unit Price: $2,500.00	Total: $5,000.00
15	Furnish, install and maintain sod grass	Quantity: 350	UOM: SY	Unit Price: $14.00	Total: $4,900.00
16	Remove and replace existing 6-inch reinforced concrete drive approach (4,000 PSI)	Quantity: 100	UOM: SY	Unit Price: $120.00	Total: $12,000.00
17	Install 5-inch to 6-inch stamped patterned median pavement and street pavement. Color to be applied to surface of wet concrete; color and stamped pattern to match existing and approved by Town Representative.	Quantity: 250	UOM: SY	Unit Price: $119.00	Total: $29,750.00
18	Furnish, install and remove reinforced concrete barrier free ramps	Quantity: 4	UOM: EA	Unit Price: $3,400.00	Total: $13,600.00
19	Buyer Set Price - MISCELLANEOUS ITEM FOR EXTRA WORK, PER APPROVED INVOICE	Quantity: 1	UOM: EA	Unit Price: $25,000.00	Total: $25,000.00

Response Total: $473,400.00

WOPAC Const. Inc.

P.O. Box 819
Prosper, TX 75078
972-562-8316
adamleachwopac@aol.com
wopacconst.com

Estimate

Estimate No: 2895
Date: 8/15/2025

Quote To:

Town of Prosper
P.O. Box 307
Prosper, TX 75078

WOPAC Construction Inc. hereinafter called the company, offers to furnish all labor, materials and equipment required for the performance of the following described work.

Job and Location: Crosswalks and Ramps at First St. and Artesia Blvd.

Item	Description	Quantity	Unit	Rate	Amount
1	Item 2 - Remove 10"-12" reinforced concrete pavement.	43	SY	$38.00	$1,634.00
2	Item 10 - Remove/replace concrete sidewalk.	62	SY	$112.50	$6,975.00
3	Item 8 - Install 10"-12" reinforced concrete pavement. (HES)	84	SY	$119.00	$9,996.00
4	Item 18 - Install Barrier Free Ramps.	3	Ea	$3,400.00	$10,200.00
5	Item 17 - Install Stamped patterned median pavement.	100	SY	$119.00	$11,900.00

Item	Description	Quantity	Unit	Rate	Am
6	Item 19 - Miscellaneous Item for extra work - Excavate and haul off dirt, Remove and Replace 71' curb, Repair and relocate irrigation lines.	1		$13,450.00	$13,4

Grand Total $54,155.00

By:_____

Day:_____

By:_____

Wopac Const. Inc.

WOPAC Const. Inc.

P.O. Box 819
Prosper, TX 75078
972-562-8316
adamleachwopac@aol.com
wopacconst.com

Estimate

Estimate No: 2893
Date: 8/14/2025

Quote To:

Town of Prosper
P.O. Box 307
Prosper, TX 75078

WOPAC Construction Inc. hereinafter called the company, offers to furnish all labor, materials and equipment required for the performance of the following described work.

Job and Location: Crosswalk and ramps at Prairie Dr. and Winding Oak Dr.

Item	Description	Quantity	Unit	Rate	Amount
1	Item #10 - Remove and Replace concrete sidewalk.	300	SY	$112.50	$33,750.00
2	Item #18 - Install Barrier Free Ramps.	2	Ea	$3,400.00	$6,800.00
3	Item #15 - Install sod.	221	SY	$14.00	$3,094.00
4	Item #19 - Miscellaneous Item for Extra Work - Excavate and haul off extra dirt, Repair and lower Sprinkler lines, Remove 60 LF of concrete curb, Cut slope next to sidewalk to prevent erosion. (Optional - Install Concrete retaining wall along sidewalk/street to prevent erosion - additional $5100.00 NOT Included in price.)	1	LS	$19,340.00	$19,340.00

Grand Total $62,984.00

TOWN OF PROSPER
A Place Where Everyone Matters

ENGINEERING SERVICES

To: **Mayor and Town Council**

From: **Dan Heischman, P.E., Assistant Director of Engineering Services**

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager
Hulon T. Webb, Jr., P.E., Director of Engineering Services

Re: **Ordinance – Impact Fee Update**

Town Council Meeting – August 26, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

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Agenda Item:
Consider and act upon an ordinance adopting land use assumptions and a capital improvements plan and establishing impact fees for water, wastewater, and roadways, by amending Article 10.02, "Capital Improvements and Impact Fees," of the Town of Prosper Code of Ordinances

Description of Agenda Item:
On August 12, 2025, the Town Council held a Public Hearing to receive public comments concerning the amendment of the land use assumptions and capital improvements plan, and the imposition of an impact fee for water, wastewater, and roadway utilities. At that meeting, the Town Council approved an amendment to the Town's impact fee ordinance, including the updated LUA and CIP, based on setting the roadway, water and wastewater impact fees at 50% of the maximum allowable fee per the impact fee study.

The Town will begin assessing the new fees on all final plats approved by the Planning & Zoning Commission after the adoption of this ordinance with the allowance of final plat applications that have been accepted and are currently in the review process and expected to be approved by the Planning and Zoning Commission within 90 days of this ordinance. The attached ordinance has been prepared accordingly.

Budget Impact:
The amount of impact fees assessed and collected directly impacts the amount of funds the Town is able to use to offset the cost of capital improvements.

Legal Obligations and Review:
The impact fee update process has been performed in accordance with Section 395 of the TxLGC.

Attached Documents:
1. Impact Fee Ordinance

Town Staff Recommendation:

Staff recommends that the Town Council approve an ordinance adopting land use assumptions and a capital improvements plan and establishing impact fees for water, wastewater, and roadways, by amending Article 10.02, “Capital Improvements and Impact Fees,” of the Town of Prosper Code of Ordinances.

Proposed Motion:

I move to approve an ordinance adopting land use assumptions and a capital improvements plan and establishing impact fees for water, wastewater, and roadways, by amending Article 10.02, “Capital Improvements and Impact Fees,” of the Town of Prosper Code of Ordinances.

TOWN OF PROSPER, TEXAS **ORDINANCE NO. 25-__**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING SECTION 10.02.002, "DEFINITIONS," BY AMENDING THE DEFINITION OF "STUDY" CONTAINED THEREIN; AMENDING SECTION 10.02.006, "IMPACT FEES ADOPTED" BY ADOPTING THE EXHIBITS ATTACHED THERETO; BY AMENDING SECTION 10.02.008. "ASSESSMENT OF IMPACT FEES," BY AMENDING THE DATES CONTAINED THEREIN; AMENDING SECTION 10.02.009, "COMPUTATION AND COLLECTION," RELATIVE TO APPROPRIATE LAND USE CATEGORIES AND CONSIDERATION OF ALTERNATIVE LAND USE EQUIVALENCIES; AMENDING SUBSECTION (b) OF SECTION 10.02.014, "UPDATES TO PLAN AND REVISION OF FEES; AMENDING SECTION 10.02.016, "IMPACT FEE AS ADDITIONAL AND SUPPLEMENTAL REGULATION," BY REPLACING "TOWN COMPREHENSIVE LAND USE PLAN" WITH "TOWN COMPREHENSIVE PLAN"; AMENDING SECTION 10.02.017, "RELIEF PROCEDURES," BY THE ADDITION OF DETAILED APPEAL PROCEDURES; REPEALING EXISTING SECTION 10.02.018, "CERTIFICATE OF COMPLIANCE STATEMENT," IN ITS ENTIRETY; ALL OF WHICH SECTIONS ARE CONTAINED IN ARTICLE 10.02, "CAPITAL IMPROVEMENTS AND IMPACT FEES," CONTAINED IN CHAPTER 10, "SUBDIVISION REGULATION," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION OF THIS ORDINANCE.

WHEREAS, the Town of Prosper, Texas (the "Town"), is a home-rule municipality possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of Texas Local Government Code, and its Home Rule Charter; and

WHEREAS, Senate Bill 1883, adopted by the 89th Regular Session of the Texas Legislature, amended Chapter 395 of the Texas Local Government Code relative to the frequency with which a political subdivision may increase impact fees, among others; and

WHEREAS, the Town Council desires to amend its ordinances to be consistent with the new state law and further determines that the following amendments are in the best interest of the health, safety, and welfare of the citizens of the Town.

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council") has previously adopted Ordinance Nos. 95-01, 01-24, 02-19, 02-57, 06-91, 11-71, and 17-14 of the Town of Prosper, Texas ("Town"), establishing impact fees to be assessed by the Town; and

WHEREAS, the Town has fully complied with Chapter 395 of the Texas Local Government Code concerning the notice, adoption, promulgation and methodology necessary to adopt land use assumptions and a capital improvement plan establishing impact fees and has held a public hearing required by Chapter 395 of the Texas Local Government Code relative to the land use assumptions, capital improvement plan and impact fees for water, sewer and roadways; and

WHEREAS, as a result of the most recent study undertaken by the Town, the Town Council desires to amend the land use assumptions and amend the capital improvement plan and the amount of impact fees for water, sewer and roadways; and

WHEREAS, on or before the date of the first publication of the notice of the public hearing on the proposed amendments, including the amount of the proposed impact fee per service unit, such information was made available to the public; and

WHEREAS, the Town Council finds that it is in the best interest of the citizens of the Town to adopt such land use assumptions and capital improvement plan, and amend the impact fees for water, sewer and roadways.

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

SECTION 1

All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if coped in their entirety.

SECTION 2

From and after the effective date of this Ordinance, the definition of "Study" contained in Section 10.02.002, "Definitions," of Article 10.02, "Capital Improvements and Impact Fees," of Chapter 10, "Subdivision Regulation," of the Code of Ordinances of the Town of Prosper, Texas, is hereby amended to read as follows:

"*Study*. The "Water, Wastewater and Roadway Impact Fee Report" study, dated July 2025 and prepared by Freese & Nichols, Inc., on behalf of the Town, a copy of which is located in the Office of the Town Secretary and incorporated by reference herein, as may be amended from time to time."

SECTION 3

From and after the effective date of this Ordinance, Section 10.02.006, "Impact fess adopted," of Article 10.02, "Capital Improvements and Impact Fees," of Chapter 10, "Subdivision Regulation," of the Code of Ordinances of the Town of Prosper, Texas, is hereby amended to read as follows:

"**Sec. 10.02.006 Impact fees adopted**

The previously adopted impact fees for roadways, water and wastewater have been reviewed, evaluated, updated and revised. The Town Council finds that:

(1) the impact fees for roadways set forth in Exhibit A, "Roadway Impact Fee Schedule," attached hereto and incorporated for all purposes, representing fifty percent (50%) of the total projected costs, are hereby adopted and approved; and
(2) the impact fees for water set forth in Exhibit B, "Water Impact Fee Schedule," attached hereto and incorporated for all purposes, representing fifty percent (50%) of the total projected costs, are hereby adopted and approved; and
(3) the impact fees for wastewater set forth in Exhibit C, "Wastewater Impact Fee Schedule," attached hereto and incorporated for all purposes, representing fifty percent (50%) of the total projected costs, are hereby adopted and approved."

SECTION 4

From and after the effective date of this Ordinance, Section 10.02.008, "Assessment," of Article 10.02, "Capital Improvements and Impact Fees," of Chapter 10, "Subdivision Regulation," of the Code of Ordinances of the Town of Prosper, Texas, is hereby amended to read as follows:

"**Sec. 10.02.008 Assessment**

(a) The assessment of the impact fee for any new development shall be calculated and made at the time of final plat approval (as defined in Section 10.02.002); however, for the sole purpose of phasing in the application of this Ordinance, final plats that have been approved by the Town on or before August 26, 2025, pursuant to the Town's subdivision regulations, or for a final plat deemed approved by the Town on or before August 26, 2025, due to the Town's failure to act, assessment for the new development to which the final plat applies shall be calculated and made in accordance with the impact fees existing on August 26, 2025.

(1) If a complete application for a final plat for any new development has been accepted by the Development Services Department prior to August 26, 2025, and is approved within 90 days of that date, the assessment of impact fees shall be calculated at the 2017 rate.

(2) Assessment of roadway impact fees for all non-residential development shall be based on the primary land use classification as shown on the approved site plan and shall not be portioned per any secondary or incidental uses.

(b) Following initial assessment of the impact fee for a new development pursuant to subsection (a), the amount of the impact fee per service unit for that development cannot be increased, unless the approved final plat expires or lapses under applicable ordinances or law or the owner proposes to change the approved development by the submission of a new development application or application to increase the number of service units, in which case the impact fee will be reassessed for increased meter size or additional meters or service units at the impact fee rate then in effect.

(c) Following the lapse or expiration of a final plat that has been approved or a final plat deemed approved due to the Town's failure to act, pursuant to the Town's subdivision regulations, a new assessment shall be performed at the time of new final plat approval in accordance with this Ordinance."

SECTION 5

From and after the effective date of this Ordinance, Section 10.02.009, "Computation and Collection," of Article 10.02, "Capital Improvements and Impact Fees," of Chapter 10, "Subdivision Regulation," of the Code of Ordinances of the Town of Prosper, Texas, is hereby amended to read as follows:

"**Sec. 10.02.009 Computation and collection**

(a) The impact fees due on new development shall be collected at the time of application for a building permit or, in the cases for which no plat is submitted to the town, whether the property is located inside or outside the corporate boundaries of the town, at the time of application for building permit, utility connection or certificate of occupancy, whichever occurs first, unless an

agreement between the developer and the town has been executed providing for a different time of payment.

(b) At the time of final plat approval, or the request for a utility connection for an area in the town's extraterritorial jurisdiction for which a final plat was not submitted to the town, for all new developments, the town shall compute the impact fees due for the new development in the following manner:

(1) The amount of each type of impact fee due (roadway, water, and/or wastewater) shall be determined by multiplying the number of each type of service units generated by the new development by the impact fee due for each type of service unit in the applicable service area set forth in exhibits A, B and/or C to section 10.02.006, respectively. The town shall determine the appropriate land use category set forth in exhibits A, B and/or C to section 10.02.006 for the computation of the impact fee.

(2) The amount of each impact fee due shall be reduced by any allowable credits for that category of capital improvements in the manner provided by this article.

(c) Whenever a property owner proposes to increase the number of service units for a new development, the additional impact fees collected for such new service units shall be determined by using the amount of impact fee per service unit in exhibits A, B and/or C to section 10.02.006, and such additional fee shall be collected at the time of issuance of a new building permit, or for an area in the town's extraterritorial jurisdiction for which a final plat was not required to be submitted to the town, prior to or at the time of enlargement of the connection to the town's water or wastewater system.

(d) The Town Manager, or his/her designee, may consider alternate service unit equivalencies as defined in Exhibits A, B and/or C to section 10.02.006, as presented by the property owner or applicant. All data and appropriate technical support data, consistent with the methodological approach in effect with the town, shall be provided. The applicant bears fully responsibility for the provision of such data at the time of fee determination. The town will make the final determination as to consideration of such data."

SECTION 6

From and after the effective date of this Ordinance, Subsection (b) of Section 10.02.014, "Updates to Plan and Revision of Fees," of Article 10.02, "Capital Improvements and Impact Fees," of Chapter 10, "Subdivision Regulation," of the Town's Code of Ordinances, is hereby amended to read as follows:

"10.02.014. Updates to Plan and Revision of Fees.

* * *

(b) To the extent authorized by Section 395.0515 of the Texas Local Government Code, as amended, the Town may review its land use assumptions, impact fees, capital improvements plans and other factors such as market conditions more frequently than provided in subsection (a) to determine whether the land use assumptions and capital improvements plan should be updated and the impact fee recalculated accordingly, or whether any exhibits hereto should be changed.

* * *"

SECTION 7

From and after the effective date of this Ordinance, Section 10.02.016, "Impact fee as additional and supplemental regulation," of Article 10.02, "Capital Improvements and Impact Fees," of Chapter 10, "Subdivision Regulation," of the Code of Ordinances of the Town of Prosper, Texas, is hereby amended to read as follows:

"**Sec. 10.02.016 Impact fee as additional and supplemental regulation**

Impact fees established by this article are additional and supplemental to, and not in substitution of, any other requirements imposed by the town on the development of land or the issuance of building permits or certificates of occupancy. Such fee is intended to be consistent with and to further the policies of the town's comprehensive plan, the capital improvements plan, the zoning ordinance, subdivision regulation and other town policies, ordinances, codes and resolutions by which the town seeks to ensure the provision of adequate public facilities in conjunction with the development of land."

SECTION 8

From and after the effective date of this Ordinance, Section 10.02.017, "Relief procedures," of Article 10.02, "Capital Improvements and Impact Fees," of Chapter 10, "Subdivision Regulation," of the Code of Ordinances of the Town of Prosper, Texas, is hereby amended to read as follows:

"**Sec. 10.02.017 Relief procedures**

(a) The property owner or applicant for a new development may appeal the following decisions to the Town Manager, or his/her designee:

(1) The applicability of an impact fee to the development;

(2) The amount of an impact fee due;

(3) The availability or amount of a discount against roadway impact fees; or

(4) The availability or amount of a refund.

(b) All appeals shall be taken with 30 days of notice of the administrative decision from which the appeal is taken.

(c) The burden of proof shall be on the appellant.

(d) The decision of the Town Manager, or his/her designee, may be appealed to the Town Council by filing a notice of appeal with the Development Services Department within 30 days of the Town Manager, or his/her designees', decision. If the notice of appeal is accompanied by a bond or other sufficient surety satisfactory to the Town Attorney in an amount equal to the original determination of the impact fee due, the development application may be processed while the appeal is pending.

(e) The Town Manager, or his/her designee, or the Town Council on appeal, shall review the evidence presented by the appellant and any reports by the Development Services Department, and determine whether the impact fee regulations have been correctly applied to the availability of a discount or refund, or to the amount of an impact fee, discount or refund applied to the proposed development."

SECTION 9

From and after the effective date of this Ordinance, Section 10.02.018, "Certificate of compliance statement," of Article 10.02, "Capital Improvements and Impact Fees," of Chapter 10, "Subdivision Regulation," of the Code of Ordinances of the Town of Prosper, Texas, is hereby repealed in its entirety.

SECTION 10

Unless otherwise set forth herein, Town Ordinance Nos. 06-91, 02-57, 02-19, 01-24, 95-01, 11-71, and 17-14 shall remain in full force and effect for final plats that have been approved by the Town on or before August 26, 2025, pursuant to the Town's subdivision regulations, or for a final plat deemed approved by the Town on or before August 26, 2025, due to the Town's failure to act, as set forth in Section 10.02.008, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 11

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason, held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Prosper hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 12

This Ordinance shall become effective from and after its adoption and publication as required by law.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 26TH DAY OF AUGUST , 2025.

_____
David Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

Exhibit A

TOWN OF PROSPER

LAND USE / VEHICLE-MILE EQUIVALENCY TABLE (LUVMET)

ITE Land Use	ITE Code	Development Unit	2025 Roadway Impact Fee Per Development Unit			
			Service Area 1 (West of BNSF RR)		Service Area 2 (East of BNSF RR)	
			% of Max		% of Max	
RESIDENTIAL						
Single-family detached housing	210	Dwelling Units	50%	$7,597	50%	$7,879
Single-Family Attached Housing	215	Dwelling Units	50%	$4,607	50%	$4,778
Multifamily Housing (Low-Rise, 1-3 floors)	220	Dwelling Units	50%	$4,122	50%	$4,275
Multifamily Housing (Mid-Rise, 4-10 floors)	221	Dwelling Units	50%	$3,152	50%	$3,269
Condominium / Townhouse	230	Dwelling Units	50%	$2,910	50%	$3,018
Mid-Rise Residential w/Ground Floor Commercial (4-10 Foors)	231	Dwelling Units	50%	$1,374	50%	$1,425
Senior Adult Housing - Single Family	251	Dwelling Units	50%	$1,851	50%	$1,919
Senior Adult Housing - Multi-Family	252	Dwelling Units	50%	$1,542	50%	$1,600
Congregate Care Facility	253	Dwelling Units	50%	$1,249	50%	$1,295
Assisted Living Center	254	Beds	50%	$1,220	50%	$1,266
Continuing Care Retirement Community	255	Dwelling Units	50%	$966	50%	$1,002
Nursing Home	620	1,000 Sq Ft GFA	50%	$3,000	50%	$3,111
OFFICE						
General Office	710	1000 sq. ft.	50%	$11,638	50%	$12,070
Small Office Building	712	1000 sq. ft.	50%	$15,886	50%	$16,476
Corporate Headquarters Bldg	714	1000 sq. ft.	50%	$9,561	50%	$9,916
Medical-Dental Office	720	1000 sq. ft.	50%	$28,904	50%	$29,977
Government Building	730	1000 sq. ft.	50%	$12,576	50%	$13,043
U.S. Post Office	732	1000 sq. ft.	50%	$24,734	50%	$25,652
Office Park	750	1000 sq. ft.	50%	$9,561	50%	$9,916
Research and Development Center	760	1000 sq. ft.	50%	$7,208	50%	$7,475
Business Park	770	1000 sq. ft.	50%	$8,973	50%	$9,306
COMMERCIAL / Retail						
Automobile Related						
Automobile Sales (New)	840	1000 sq. ft.	50%	$7,286	50%	$7,556
Automobile Sales (used)	841	1000 sq. ft.	50%	$11,290	50%	$11,709
Recreational Vehicle Sales	842	1000 sq. ft.	50%	$3,008	50%	$3,120
Auto Parts Sales	843	1000 sq. ft.	50%	$12,095	50%	$12,544
Tire Store	848	1000 sq. ft.	50%	$11,693	50%	$12,127
Tire Superstore	849	1000 sq. ft.	50%	$6,899	50%	$7,155
Quick Lubrication Vehicle Shop	941	Service Positions	50%	$11,972	50%	$12,416
Automotive Care Center	942	1000 sq. ft.	50%	$7,677	50%	$7,962
Automobile Parts Service Center	943	1000 sq. ft.	50%	$8,921	50%	$9,252
Gasoline/Service Station	944	Fueling Positions	50%	$6,520	50%	$6,762
Convenience Store / Gas Station (2-4k sf)	945	Fueling Positions	50%	$6,550	50%	$6,793
Convenience Store / Gas Station (4-5.5k sf)	945	Fueling Positions	50%	$6,550	50%	$6,793
Convenience Store / Gas Station (5.5-10k sf)	945	Fueling Positions	50%	$6,550	50%	$6,793
Self-Service Car Wash	947	Wash Stalls	50%	$2,373	50%	$2,461
Automated Car Wash	948	Wash Tunnels	50%	$33,197	50%	$34,429
Car Wash and Detail Center	949	Wash Stalls	50%	$13,204	50%	$13,695
Truck Stop	950	Fueling Positions	50%	$51,802	50%	$53,725
Dining						
Fast Casual Restaurant	930	1000 sq. ft.	50%	$18,318	50%	$18,998
Quality Restaurant	931	1000 sq. ft.	50%	$11,385	50%	$11,808
High Turnover Restaurant (Sit-down)	932	1000 sq. ft.	50%	$13,544	50%	$14,046
Fast-Food Restaurant w/o Drive-Through Window	933	1000 sq. ft.	50%	$40,708	50%	$42,219
Fast Food Restaurant w/ Drive-Thru	934	1000 sq. ft.	50%	$36,438	50%	$37,791
Fast-Food Rest. w/Drive-Thru Window & No Indoor Seating	935	Drive Thru Lanes	50%	$100,648	50%	$104,384
Coffee/Donut Shop w/o Drive-Thru Window	936	1000 sq. ft.	50%	$79,160	50%	$82,099
Coffee/Donut Shop w/ Drive-Thru Window	937	1000 sq. ft.	50%	$47,793	50%	$49,567
Coffee/Donut Shop w/ Drive-Thru Window and No Indoor Seating	938	Drive Thru Lanes	50%	$6,285	50%	$6,518
Wine Tasting Room	970	1000 sq. ft.	50%	$10,670	50%	$11,066
Brewery Tap Room	971	1000 sq. ft.	50%	$14,348	50%	$14,881
Drinking Place/Bar	975	1000 sq. ft.	50%	$16,581	50%	$17,197
Other Retail						
Tractor Supply Store	810	1000 sq. ft.	50%	$4,017	50%	$4,166
Construction Equipment Rental Store	811	1000 sq. ft.	50%	$2,840	50%	$2,946
Building Materials and Lumber Store	812	1000 sq. ft.	50%	$6,152	50%	$6,381
Free-Standing Discount Superstore	813	1000 sq. ft.	50%	$4,866	50%	$5,046
Variety Store	814	1000 sq. ft.	50%	$6,999	50%	$7,259
Free-Standing Discount Store	815	1000 sq. ft.	50%	$6,384	50%	$6,621
Hardware/Paint Store	816	1000 sq. ft.	50%	$8,317	50%	$8,626
Garden Center	817	1000 sq. ft.	50%	$19,912	50%	$20,651
Nursery (Wholesale)	818	1000 sq. ft.	50%	$15,034	50%	$15,592
Retail/Shopping Center	820	1000 sq. ft.	50%	$9,325	50%	$9,671
Shopping Plaza (40-150K)	821	1000 sq. ft.	50%	$9,433	50%	$9,783
Strip Retail Plaza (<40K)	822	1000 sq. ft.	50%	$16,990	50%	$17,621
Supermarket	850	1000 sq. ft.	50%	$24,806	50%	$25,726
Convenience Store / Market	851	1000 sq. ft.	50%	$94,001	50%	$97,490
Discount Club	857	1000 sq. ft.	50%	$7,307	50%	

TOWN OF PROSPER
LAND USE / VEHICLE-MILE EQUIVALENCY TABLE (LUVMET)

ITE Land Use	ITE Code	Development Unit	2025 Roadway Impact Fee Per Development Unit			
			Service Area 1 (West of BNSF RR)		Service Area 2 (East of BNSF RR)	
			% of Max		% of Max	
Wholesale Market	860	1000 sq. ft.	50%	$3,200	50%	$3,319
Sporting Goods Superstore	861	1000 sq. ft.	50%	$4,052	50%	$4,203
Home Improvement Superstore	862	1000 sq. ft.	50%	$3,811	50%	$3,952
Electronic Superstore	863	1000 sq. ft.	50%	$9,686	50%	$10,046
Pet Supply Superstore	866	1000 sq. ft.	50%	$6,111	50%	$6,338
Office Supply Superstore	867	1000 sq. ft.	50%	$4,768	50%	$4,945
Book Superstore	868	1000 sq. ft.	50%	$30,449	50%	$31,580
Discount Home Furnishing Superstore	869	1000 sq. ft.	50%	$2,703	50%	$2,803
Bed and Linen Superstore	872	1000 sq. ft.	50%	$3,822	50%	$3,964
Department Store	875	1000 sq. ft.	50%	$3,546	50%	$3,678
Apparel Store	876	1000 sq. ft.	50%	$9,712	50%	$10,072
Arts and Crafts Store	879	1000 sq. ft.	50%	$16,981	50%	$17,611
Pharmacy without drive thru	880	1000 sq. ft.	50%	$6,330	50%	$6,565
Pharmacy with drive thru	881	1000 sq. ft.	50%	$8,274	50%	$8,581
Furniture Store	890	1000 sq. ft.	50%	$795	50%	$825
Liquor Store	899	1000 sq. ft.	50%	$21,268	50%	$22,057
SERVICES						
Bank Walk-In	911	1000 sq. ft.	50%	$14,678	50%	$15,223
Bank Drive-In	912	1000 sq. ft.	50%	$31,180	50%	$32,337
Hair Salon	918	1000 sq. ft.	50%	$3,311	50%	$3,433
LODGING						
Hotel	310	Rooms	50%	$2,555	50%	$2,650
All Suites Hotel (Extended Stay/Residency Hotel)	311	Rooms	50%	$1,559	50%	$1,617
Motel	320	Rooms	50%	$1,559	50%	$1,617
RECREATIONAL						
City Park	411	Acres	50%	$360	50%	$373
Golf Course	430	Holes	50%	$15,405	50%	$15,977
Golf Driving Range	432	Driving Positions	50%	$6,617	50%	$6,863
Batting Cages	433	Cages	50%	$3,125	50%	$3,241
Multi-Recreational Facility	435	1,000 Sq Ft GFA	50%	$5,039	50%	$5,226
Soccer Complex	488	Fields	50%	$23,127	50%	$23,986
Tennis and Pickleball Courts	490	Courts	50%	$6,663	50%	$6,911
Racquet/Tennis Club	491	Courts	50%	$16,543	50%	$17,157
Health/Fitness Club	492	1,000 Sq Ft GFA	50%	$14,941	50%	$15,495
Athletic Club	493	1,000 Sq Ft GFA	50%	$9,955	50%	$10,325
Health/Fitness Club	492	1,000 Sq Ft GFA	50%	$14,941	50%	$15,495
INDUSTRIAL						
General Light Industrial	110	1000 sq. ft.	50%	$4,387	50%	$4,549
Industrial Park	130	1000 sq. ft.	50%	$2,294	50%	$2,380
Manufacturing	140	1000 sq. ft.	50%	$5,981	50%	$6,203
Warehousing	150	1000 sq. ft.	50%	$1,352	50%	$1,402
Mini Warehouse (Self Storage)	151	1000 sq. ft.	50%	$1,094	50%	$1,135
Data Center	160	1000 sq. ft.	50%	$553	50%	$574
Utilities	170	1000 sq. ft.	50%	$13,282	50%	$13,775
MEDICAL						
Hospital	610	Beds	50%	$8,594	50%	$8,913
Clinic	630	1,000 Sq Ft GFA	50%	$18,763	50%	$19,460
Animal Hospital/Veterinary Clinic	640	1,000 Sq Ft GFA	50%	$17,950	50%	$18,616
Free-Standing Emergency Room	650	1,000 Sq Ft GFA	50%	$7,780	50%	$8,069
INSTITUTIONAL						
Elementary School	520	Students	50%	$367	50%	$381
Middle/Jr high school	522	Students	50%	$424	50%	$440
High School	525	Students	50%	$396	50%	$411
School District Office	528	1,000 Sq Ft GFA	50%	$5,771	50%	$5,985
Private School (K-8)	530	Students	50%	$1,086	50%	$1,126
Private School (K-12)	532	Students	50%	$710	50%	$736
Charter Elementary School	536	Students	50%	$668	50%	$693
Jr. / Community College	540	Students	50%	$311	50%	$323
University / College	550	Students	50%	$424	50%	$440
Church/House of Worship	560	1,000 Sq Ft GFA	50%	$2,125	50%	$2,204
Synagogue	561	Member Families	50%	$1,171	50%	$1,215
Mosque	562	1,000 Sq Ft GFA	50%	$18,304	50%	$18,983
Day Care Center	565	Students	50%	$921	50%	$955
Cemetary	566	Employees	50%	$7,698	50%	$7,984
Fire and Rescue Station	575	1,000 Sq Ft GFA	50%	$857	50%	$888
Library	590	1,000 Sq Ft GFA	50%	$15,168	50%	$15,731

Exhibit B: Water Impact Fee Schedule

Meter Size	Meter Type	Water Impact Fee (50% of the Maximum)
1"	Displacement	$5,969
1-1/2"	Displacement	$11,938
1-1/2"	Turbine	$19,100
2"	Displacement	$19,100
2"	Turbine	$23,876
3"	Compound	$53,721
3"	Turbine	$53,721
4"	Compound	$119,380
4"	Turbine	$143,256
6"	Compound	$238,760
6"	Turbine	$298,450
8"	Turbine	$477,520
10"	Turbine	$775,970

Exhibit C: Wastewater Impact Fee Schedule

Meter Size	Meter Type	Wastewater Impact Fee (50% of the Maximum)
1"	Displacement	$8,421
1-1/2"	Displacement	$16,842
1-1/2"	Turbine	$26,947
2"	Displacement	$26,947
2"	Turbine	$33,684
3"	Compound	$75,789
3"	Turbine	$75,789
4"	Compound	$168,420
4"	Turbine	$202,104
6"	Compound	$336,840
6"	Turbine	$421,050
8"	Turbine	$673,680
10"	Turbine	$1,094,730

TOWN OF PROSPER
A Place Where Everyone Matters

PLANNING

To: **Mayor and Town Council**

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

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

Re: **Planned Development for 607 East First Street**

Town Council Meeting – August 26, 2025

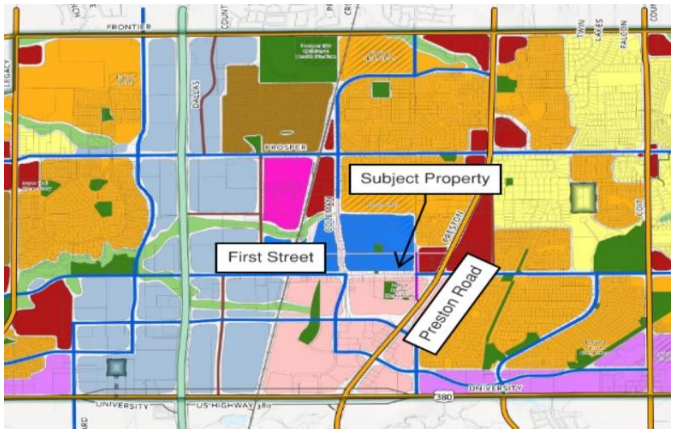
Strategic Visioning Priority: 2. Development of Downtown as Destination

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Agenda Item:
Conduct a Public Hearing and consider and act upon a request to rezone 0.7± acres from Single Family-15 to Planned Development-Downtown Office on Collin County School Land Survey 12, Abstract 147, Tracts 39 & 177, located on the northwest corner of Lane Street and First Street. (ZONE-25-0001)

Future Land Use Plan:
The Future Land Use Plan recommends Old Town District.

- The Old Town District recommends a variety of boutique type land uses, ranging from unique and local and local retail establishments, restaurants, and offices. Additionally, it is recommended that historic homes within the Old Town District, particularly areas along First Street and Broadway, may gradually convert to boutique office and retail establishments.





Zoning:
The property is zoned Single Family-15.

Thoroughfare Plan:
This property has direct access to Lane Street and First Street.

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

Hike & Bike Trail:
The Hike & Bike Trail Master Plan does not recommend a hike and bike trail along the property.

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

Legal Obligations and Review:
Notification was provided as required by the Zoning Ordinance and state law. Staff has received two responses in support, one with specified restrictions, of the proposed zoning request to date.

Attached Documents:
1. Aerial & Zoning Maps
2. Future Land Use Exhibit
3. Exhibit A-1 – Written Metes and Bounds
4. Exhibit A-2 – Boundary Exhibit
5. Exhibit B – Letter of Intent
6. Exhibit C – Development Standards
7. Exhibit D – Conceptual Plan
8. Exhibit E – Development Schedule
9. Exhibit F – Elevations
10. Exhibit G – Landscape Plan
11. Draft Development Agreement
12. Letter of Support (With Restrictions) – Pool, J.
13. Letter of Support – Saunders, C.
14. PowerPoint Slides

Description of Agenda Item:
The purpose of this request is to rezone the property from Single Family-15 to a Planned Development with a base zoning of Downtown Office, to allow for the property to be sold as is for residential uses as well as limited commercial uses in the future. The future buyer will develop the site based on the permitted uses and regulations stipulated in the Planned Development.

Compatibility:
The proposed zoning change would not be out of character with the existing neighborhood due to similar conversions of residential structures to commercial structures near the property. Businesses such as Ameriprise Financial (Craig A. Saunders), Prosper Pantry, and Social House Chiropractic, etc. are all located along First Street and zoned Downtown Office. The surrounding properties and the Future Land Use Plan demonstrate that the proposed zoning change is consistent with both the current zoning districts and long-term vision in this area.

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

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Single Family-15	Single-Family Residential	Old Town District
North	Single Family-15	Single-Family Residential	Old Town District
East	Downtown Office	Professional Office	Old Town District
South	Single Family-15	Single-Family Residential	Old Town District
West	Single Family-15	Single-Family Residential	Old Town District

District Regulations:

The district regulations within the Planned Development compared to the regulations in the Downtown Office District in the Town's Zoning Ordinance are shown below.

	DTO Regulations (Zoning Ordinance)	Proposed Regulations (Development Standards)
Size of Yards	**Front:** 25' **Side:** 5' (Adj. to Residential) 15' (Adj. to First Street) **Rear:** 10'	**Front:** 25' **Side:** 5' (Adj. to Residential) 15' (Adj. to First Street) **Rear:** 10'
Size of Lots	**Minimum Area:** 6,000 SF **Minimum Lot Width:** 50' **Minimum Lot Depth:** 120'	**Minimum Area:** 6,000 SF **Minimum Lot Width:** 50' **Minimum Lot Depth:** 120'
Maximum Height	**Stories:** Two Stories or 40'	**Stories:** Two Stories or 40'
Maximum Lot Coverage	**Lot Coverage:** 55 Percent	**Lot Coverage:** 55 Percent

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

- By Right:
  - Administrative/Medical and Professional Office
  - Architectural or Interior Design Studio
  - Boutique Retail
  - Materials Showroom
  - Single-Family Dwelling

- By Specific Use Permit:
  - Bed and Breakfast
  - Coffee Shop
  - Tea Room

Landscaping:
The landscaping regulations within the Planned Development compared to the regulations in the Town's Zoning Ordinance are shown below.

	DTO Regulations (Development Standards)	**Proposed Regulations (Development Standards)**
Adjacent to Thoroughfares	**Easement:** 5' (Legacy Drive) 5' (First Street) **Plantings:** One ornamental tree every 30 linear feet.	**Easement:** 5' (Legacy Drive) 5' (First Street) **Plantings:** One ornamental tree every 30 linear feet.
Adjacent to Residential Development	**Buffer:** 5' (Northern Boundary) 5' (Western Boundary) Plantings: One ornamental tree every 30 linear feet.	**Buffer:** 5' (Northern Boundary) 5' (Western Boundary) **Plantings:** One ornamental tree every 30 linear feet.

Architectural Standards:
The architectural standards within this Planned Development are shown below.

- Permitted Building Materials:

  - Clay Fired Brick
  - Granite
  - Marble
  - Stone (Natural, Precast, or Manufactured)
  - Other Materials as Approved by Director of Development Services

- Design:

  - Existing Structures
    - Exterior alterations, not related to maintenance, must be approved by the Director of Development Services.

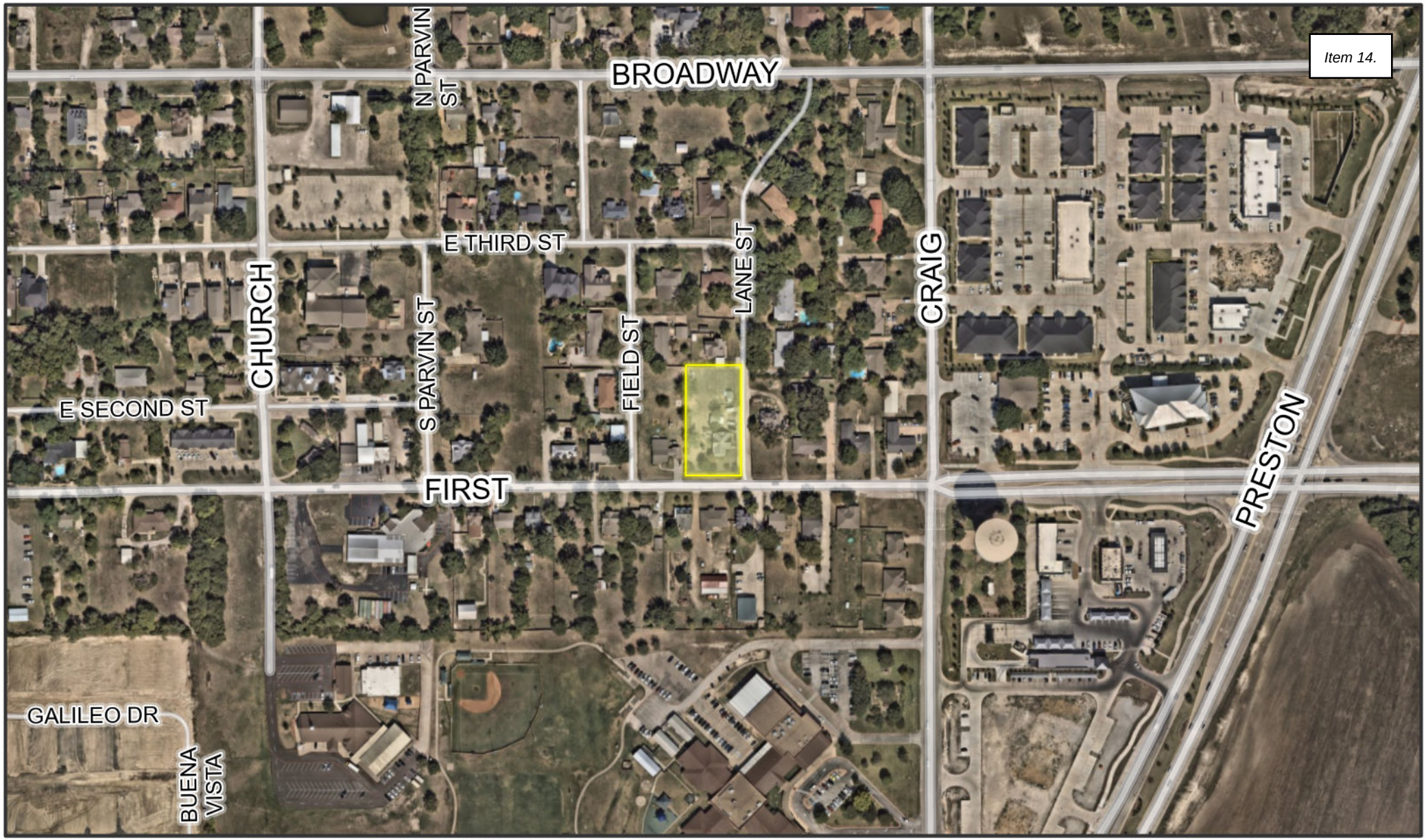
- New Structures
  - Buildings shall incorporate covered porches into the front façade, a multiplicity of roof forms, and high pitch roof lines.
  - Architectural styles such as Craftsman, Folk Traditional, and Victorian are recommended.

Screening and Fencing:
The screening and fencing standards within this Planned Development require a six-foot cedar board-on-board wooden fence to be installed adjacent to residential development.

Town Staff Recommendation:
The proposed zoning request is compliant with the Future Land Use Plan designation of this area as Old Town District. Additionally, the proposed zoning request is consistent with the surrounding area based upon previous conversions of residential structures to commercial along First Street. Lastly, the Planned Development allows for a Development Agreement that requires Town approval for alterations on existing structures and ensures the building materials for any new structures. For these reasons, Town Staff recommends approval of the request to rezone 0.7± acres from Single Family-15 to Planned Development-Downtown Office on Collin County School Land Survey 12, Abstract 147, Tracts 39 & 177, located on the northwest corner of Lane Street and First Street.

Planning & Zoning Recommendation:
The Planning & Zoning Commission unanimously recommended approval of this item by a vote of 4-0 at their meeting on August 5, 2025.

Proposed Motion:
I move to approve/deny the request to rezone 0.7± acres from Single Family-15 to Planned Development-Downtown Office on Collin County School Land Survey 12, Abstract 147, Tracts 39 & 177, located on the northwest corner of Lane Street and First Street.



TOWN OF PROSPER

0 175 350 700 Feet

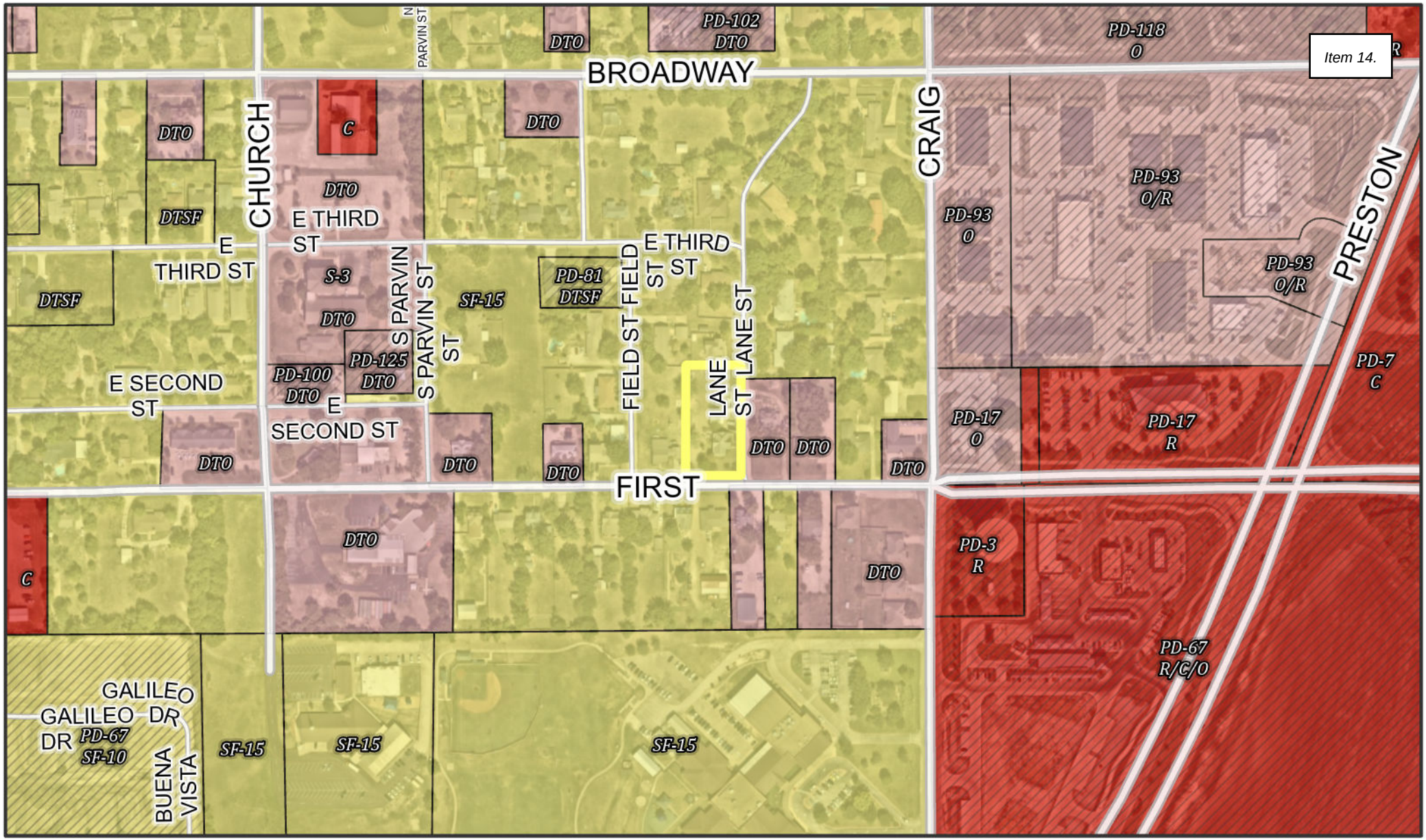


This map for illustration purposes only

ZONE-25-0001

607 E First St

Planned Development



TOWN OF PROSPER

0 175 350 700 Feet



This map for illustration purposes only

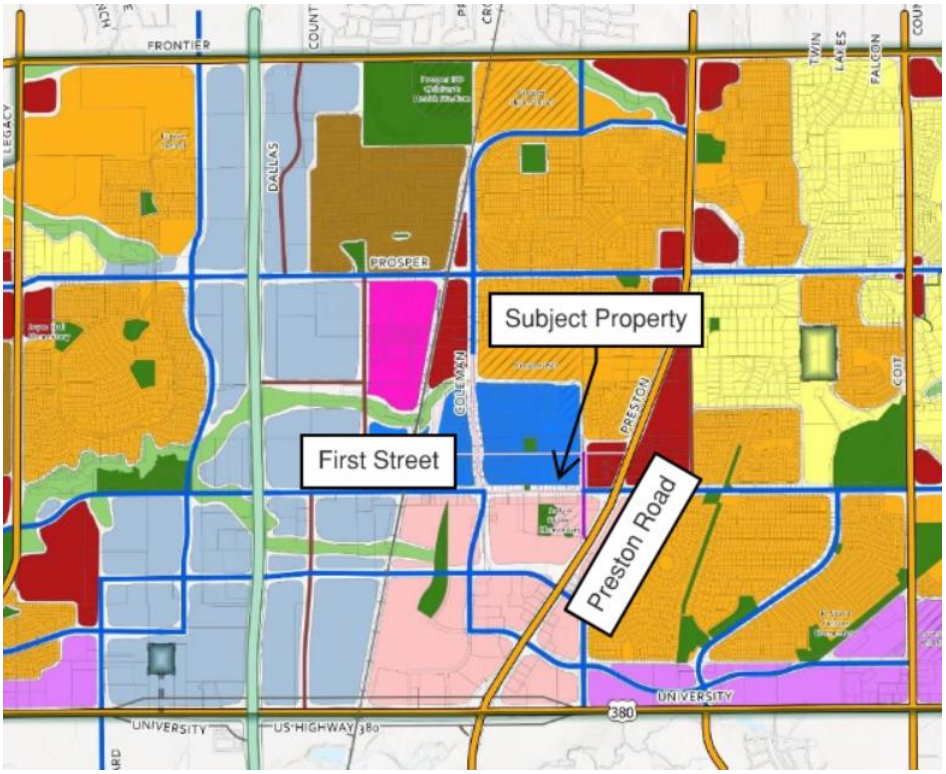
ZONE-25-0001

607 E First St

Planned Development

Future Land Use Exhibit

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Retail & Neighborhood Services
- Business Park
- Old Town District
- Town Center
- Dallas North Tollway, Dedicated Truck Route
- 6 Lane Divided
- 4 Lane Divided
- Commercial Collector
- 3 Lane Undivided Couplet
- Access Roads
- Old Town Roads
- Dallas North Tollway District
- US Highway 380 District
- Parks
- Floodplain
- School District Properties
- Town Limits
- ETJ



ZONE-25-0001

Exhibit "A-1"

Metes & Bounds Description of Property

BEING A 0.681 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, BEING ALL THAT CERTAIN TRACT OF LAND CONVEYED IN DEED TO CARRIE ANN GAPPINGER, ASRECORDED IN INSTRUMENT NO. 20200131000139690, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND ALL THAT CERTAIN TRACT OF LAND CONVEYED IN DEED TO CARRIE A. GAPPINGER, AS RECORDED IN INSTRUMENT NO. 20130114000055400, SAID OFFICIAL PUBLIC RECORDS, SAID TRACTS BEING FULLY DESCRIBED BY METES AND BOUNDS IN DEED RECORDED IN INSTRUMENT NO. 20070705000921820, SAID OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD SET WITH CAP STAMPED "PREMIER SURVEYING" AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAID IRON ROD BEIN THE INTERSECTION OF THE WEST LINE OF S. LANE STREET AND THE NORTH LINE OF E. FIRST STREET; THENCE NORTH 89° 59' 16" WEST, A DISTANCE OF 121.92 FEET ALONG SAID NORTH LINE TO A 1/2-INCH IRON ROD SET WITH CAP STAMPED "PREMIER SURVEYING" AT THE SOUTHWEST CORNER OF THIS TRACT; THENCE NORTH 00° 06' 38" EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 243.17 FEET TO A 1/2-INCH IRON ROD SET WITH CAP STAMPED "PREMIER SURVEYING" AT THE NORTHWEST CORNER OF THIS TRACT, SAID IRON ROD BEING ON THE SOUTH LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO TERRANCE G. QUIGLEY AND WIFE, LINDA CAROL QUIGLEY, AS RECORDED IN INSTRUMENT NO. 93-0096153, AFORESAID OFFICIAL PUBLIC RECORDS; THENCE SOUTH 89° 54' 45" EAST, A DISTANCE OF 122.00 FEET TO AN "X" SET IN CONCRETE AT THE NORTHEAST CORNER OF THIS TRACT AND THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO INYMAC LLC, AS RECORDED IN INSTRUMENT NO. 20210428000849260, SAID OFFICIAL PUBLIC RECORDS, SAID "X" BEING ON THE AFORESAID WEST LINE OF S. LANE STREET; THENCE SOUTH 00° 07' 49" WEST, A DISTANCE OF 243.01 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING AND CONTAINING 29,648 SQUARE FEET OR 0.681 OF ONE ACRE OF LAND.

See Survey for signed Metes and Bounds Description

PROPERTY DESCRIPTION:

BEING A 0.681 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, BEING ALL THAT CERTAIN TRACT OF LAND CONVEYED IN DEED TO CARRIE ANN GAPPINGER, AS RECORDED IN INSTRUMENT NO. 20200131000139690, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND ALL THAT CERTAIN TRACT OF LAND CONVEYED IN DEED TO CARRIE A. GAPPINGER, AS RECORDED IN INSTRUMENT NO. 20130114000055400, SAID OFFICIAL PUBLIC RECORDS, SAID TRACTS BEING FULLY DESCRIBED BY METES AND BOUNDS IN DEED RECORDED IN INSTRUMENT NO. 20070705000921820, SAID OFFICIAL PUBIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

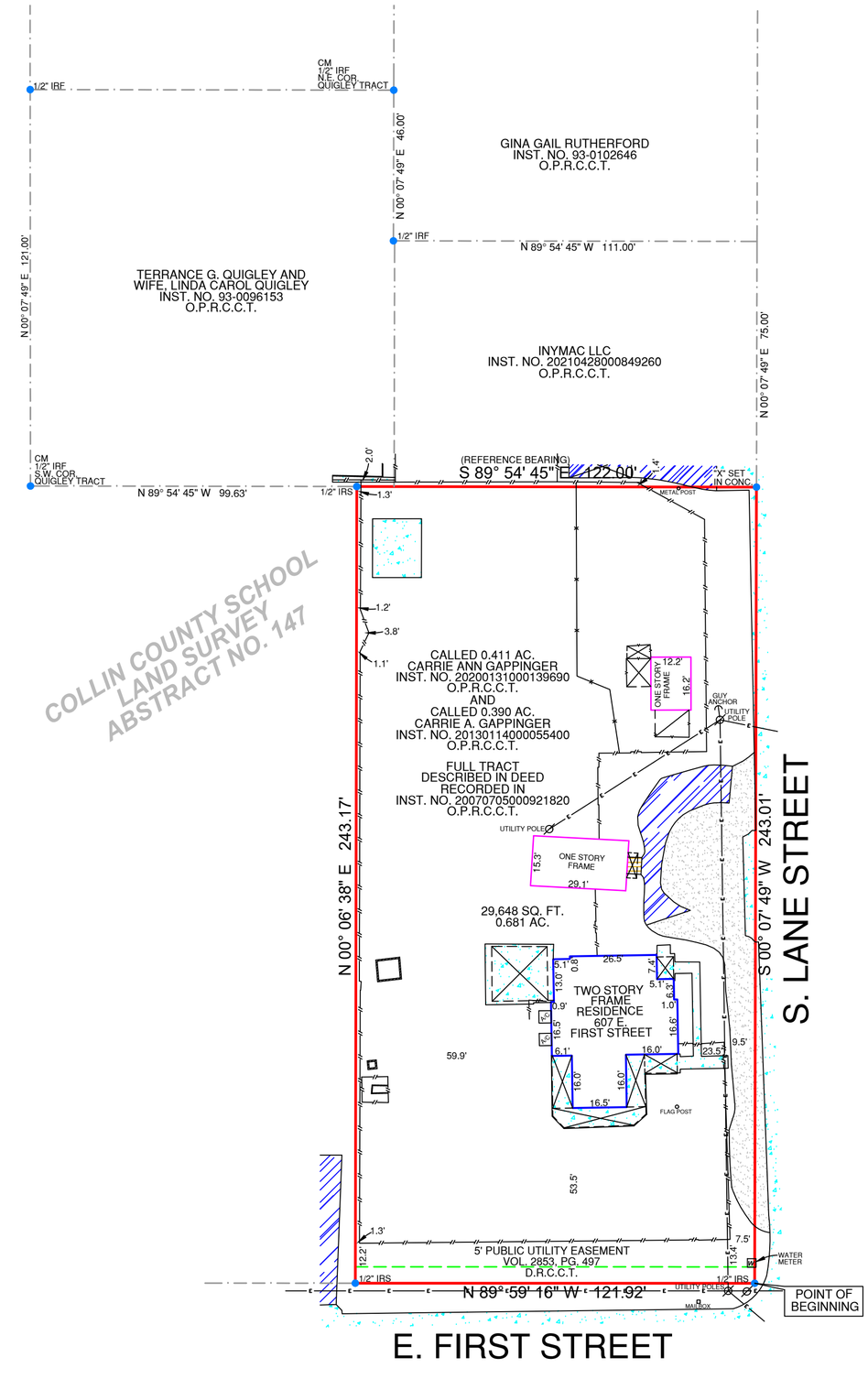
BEGINNING AT A 1/2-INCH IRON ROD SET WITH CAP STAMPED “PREMIER SURVEYING” AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAID IRON ROD BEIN THE INTERSECTION OF THE WEST LINE OF S. LANE STREET AND THE NORTH LINE OF E. FIRST STREET;

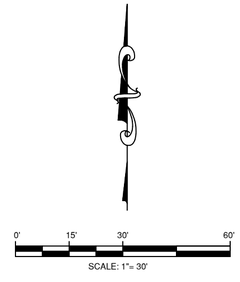
THENCE NORTH 89° 59' 16” WEST, A DISTANCE OF 121.92 FEET ALONG SAID NORTH LINE TO A 1/2-INCH IRON ROD SET WITH CAP STAMPED “PREMIER SURVEYING” AT THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 00° 06' 38” EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 243.17 FEET TO A 1/2-INCH IRON ROD SET WITH CAP STAMPED “PREMIER SURVEYING” AT THE NORTHWEST CORNER OF THIS TRACT, SAID IRON ROD BEING ON THE SOUTH LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO TERRANCE G. QUIGLEY AND WIFE, LINDA CAROL QUIGLEY, AS RECORDED IN INSTRUMENT NO. 93-0096153, AFORESAID OFFICIAL PUBLIC RECORDS;

THENCE SOUTH 89° 54' 45” EAST, A DISTANCE OF 122.00 FEET TO AN “X” SET IN CONCRETE AT THE NORTHEAST CORNER OF THIS TRACT AND THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO INYMAC LLC, AS RECORDED IN INSTRUMENT NO. 20210428000849260, SAID OFFICIAL PUBLIC RECORDS, SAID “X” BEING ON THE AFORESAID WEST LINE OF S. LANE STREET;

THENCE SOUTH 00° 07' 49” WEST, A DISTANCE OF 243.01 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING AND CONTAINING 29,648 SQUARE FEET OR 0.681 OF ONE ACRE OF LAND.





FEMA NOTE

FLOOD INFORMATION:
THE SUBJECT PROPERTY DOES NOT APPEAR TO LIE WITHIN THE LIMITS OF A 100-YEAR FLOOD HAZARD ZONE ACCORDING TO THE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND HAS A ZONE "X" RATING AS SHOWN BY MAP NO. 48085C0235 J, DATED JUNE 2, 2009.

SURVEYOR'S CERTIFICATION:
THIS IS TO CERTIFY THAT ON THIS DATE A SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND REFLECTS A TRUE AND CORRECT REPRESENTATION OF THE DIMENSIONS AND CALLS OF PROPERTY LINES AND LOCATION AND TYPE OF IMPROVEMENTS. THERE ARE NO VISIBLE AND APPARENT EASEMENTS, CONFLICTS, INTRUSIONS OR PROTRUSIONS, EXCEPT AS SHOWN. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS FOR THE EXCLUSIVE USE OF THE HEREON NAMED PURCHASER, MORTGAGE COMPANY, AND TITLE COMPANY ONLY AND THIS SURVEY IS MADE PURSUANT TO THAT CERTAIN TITLE COMMITMENT UNDER THE GF NUMBER SHOWN HEREON, PROVIDED BY THE TITLE COMPANY NAMED HEREON AND THAT THIS DATE, THE EASEMENTS, RIGHTS-OF-WAY, OR OTHER LOCATABLE MATTERS OF RECORD THAT THE UNDERSIGNED HAS KNOWLEDGE OR HAS BEEN ADVISED ARE AS SHOWN OR NOTED HEREON. THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS AND RESTRICTIONS PERTAINING TO THE RECORDED DEED REFERENCED HEREON.

GENERAL NOTES

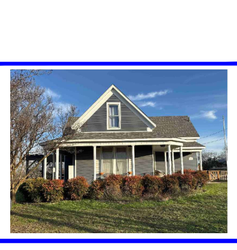
1.) THE BASIS OF BEARINGS FOR THIS SURVEY WAS DERIVED FROM DATA PROVIDED IN THE DEED RECORDED IN INST. NO. 20070705000921820, O.P.R.C.C.T.
2.) THERE ARE NO VISIBLE CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN. FENCES MAY BE MEANDERING.
3.) THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE NAMED CLIENT, MORTGAGE COMPANY, TITLE COMPANY, OR OTHER, AND IS MADE PURSUANT TO THAT ONE CERTAIN TITLE COMMITMENT UNDER THE GF NUMBER LISTED HEREON.
4.) AS OF THIS DATE, ALL EASEMENTS, RIGHTS-OF-WAY OR OTHER LOCATABLE MATTERS OF RECORD SHOWN OR NOTED HEREON WERE DERIVED FROM THE RECORDED PLAT, THE VESTING DEED, OR THE TITLE REPORT AND SUPPORTING DOCUMENTS. ALL SUCH ITEMS WERE OBTAINED DURING THE RESEARCH PHASE OF THIS SURVEY OR PROVIDED BY THE CLIENT/TITLE COMPANY LISTED HEREON. PREMIER SURVEYING MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH ITEMS AND HAS MADE NO ATTEMPTS TO OBTAIN OR SHOW ANY ADDITIONAL RESTRICTIONS ON OR NEAR THIS PROPERTY PUT IN PLACE BY LOCAL MUNICIPALITIES OR ASSOCIATIONS.
5.) THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
6.) THIS SURVEY IS NOT INTENDED TO ADDRESS OR IDENTIFY WETLANDS, FAULT LINES, TOXIC OR HAZARDOUS WASTE AREAS, SUBSIDENCE OR ANY OTHER ENVIRONMENTAL OR GEOLOGICAL ISSUE.
7.) THE EXISTING UTILITIES DEPICTED HEREON ARE BASED ON FIELD LOCATION OF VISIBLE, ABOVE GROUND EVIDENCE. UTILITIES AND OTHER MINOR IMPROVEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY. PREMIER SURVEYING IS NOT RESPONSIBLE FOR THE EXACT LOCATION OF SUBSURFACE UTILITIES, NOR FOR ANY DAMAGES BY ANY CONSTRUCTION OR EXCAVATION ON OR NEAR SAID UTILITIES.
8.) SYMBOLS AS SHOWN IN THE LEGEND ARE NOT TO SCALE AND MAY HAVE BEEN MOVED FROM THE ACTUAL HORIZONTAL LOCATION FOR CLARITY.

ZONE-25-0001

Exhibit "A-2"
Boundary Exhibit

607 E. FIRST STREET
CITY OF PROSPER
COLLIN COUNTY, TEXAS

GF#: 2442615-ATDA	
BORROWER: HEATHER FUJIKAWA AND TYSON FUJIKAWA	
TITLE CO.: INDEPENDENCE TITLE	
PREMIER JOB #: 24-09255	
TECH: MSP/AV	DATE: 01/07/25
FIELD: MJ	FIELD DATE: 01/06/25



CONCRETE
BRICK
ASPHALT
WOOD
STONE
GRAVEL
COVERED AREA
CM = CONTROLLING MONUMENT

WOOD FENCE
CHAIN LINK FENCE
WROUGHT IRON FENCE
BARBWIRE FENCE
R.R. TIE RETAINING WALL
BRICK WALL
STONE WALL
OVERHEAD TELEPHONE LINE
OVERHEAD ELECTRIC LINE
IRF = IRON ROD FOUND
IPF = IRON PIPE FOUND
IRS = IRON ROD SET WITH CAP STAMPED "PREMIER"
MFCP = METAL FENCE COR POST
WFCP = WOOD FENCE COR POST

Independence Title

Premier Surveying LLC
5700 W. Plano Parkway
Suite 1200
Plano, Texas 75093
Office: 972-612-3601
Fax: 855-892-0468
Firm Registration No. 10146200

STATE OF TEXAS
REGISTERED
DAVID APPLE
5932
PROFESSIONAL
LAND SURVEYOR
Registered Professional Land Surveyor

ZONE-25-0001

Exhibit "B"

Statement of Intent & Purpose

4/15/25

607 East First Street
Prosper, TX 75078

Current Zoning: SF-15
Proposed Zoning: Planned Development

Intent & Purpose of Proposed Rezoning:

The exterior of the home will not be significantly altered as a part of the change from a residential use. Keeping the historical nature of the home is viewed as an asset. Minor interior improvements may occur at a later date. At this time, no square footage will be added or removed.

We believe this use is consistent with adjacent parcels, which have previously re-zoned to Downtown Office District. A few examples of businesses located within a block of the subject parcel:

Prosper Pantry- 608 First Street
Social House Chiropractic - 704 E First Street
Ameriprise Financial Services - 705 E First Street
Prosper Insurance Agency - 713 E First Street

Exhibit "B"
Statement of Intent & Purpose (Continued)

Property Description:

The applicant has provided a location for off-street parking as required by city ordinance.

A small sign will be necessary. This sign will comply with signage regulations and be similar to the Prosper Pantry sign in scale.

ZONE-25-0001

Exhibit "C"

Development Standards

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

1.0 Permitted Uses

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

- Administrative, Medical, and Professional Office
- Architectural or Interior Design Studio
- Bed and Breakfast **S**
- Boutique Retail
- Coffee Shop **S**
- Materials Showroom
- Single-Family Dwelling
- Tea Room **S**

2.0 District Regulations

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

- Size of Yards
  - Front Setback (Lane Street) – 25'
  - Side Setback (Northern Boundary) – 5'
  - Side Setback (First Street) – 15'
  - Rear Setback (Western Boundary) – 10'

- Size of Lots
  - Minimum Lot Area – 6,000 SF
  - Minimum Lot Width – 50'
  - Minimum Lot Depth – 120'

- Maximum Height
  - Two stories, no greater than 40'.

- Maximum Lot Coverage
  - Fifty-Five Percent (55%)

3.0 Landscaping & Open Space

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

- Northern Boundary (Adjacent to Residential) – 5’ Landscape Buffer
  - One ornamental tree every 30 linear feet.
- Eastern Boundary (Adjacent to Lane Street) – 5’ Landscape Buffer
  - One ornamental tree every 30 linear feet.
- Southern Boundary (Adjacent to First Street) – 5’ Landscape Buffer
  - One ornamental tree every 30 linear feet.
- Western Boundary (Adjacent to Residential) – 5’ Landscape Buffer
  - One ornamental tree every 30 linear feet.

3.2 The open space requirements within this Planned Development District are as follows:

- Seven percent (7%) of the lot area is required to be open space.

4.0 Screening

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

- Six-foot (6’) cedar board-on-board wooden fence adjacent to residential development on the northern and western boundaries.

5.0 Architectural Standards

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

- Existing Structures
  - Exterior alterations not related to maintenance must be approved by the Director of Development Services.
- New Structures
  - Shall consist of masonry materials including clay fired brick, natural, precast, and manufactured stone, granite, and marble. Other materials may be approved by the Director of Development Services.
  - Shall incorporate covered porches into the front façade, a multiplicity of roof forms, and high pitch roof lines. Recommended architectural styles are Craftsman, Folk Traditional, and Victorian.

Site Data Summary Table

Lot Area: 29,664.36 SF (0.689 AC)
Square Footage of Existing Structure: 1,365 SF
Proposed Use: Office*
Required Parking: 4 Spaces*
Provided Parking: 5 Spaces*

*** Final use will dictate required parking count**

"Approx. 250 feet to nearest fire hydrant."

5’ 10’

"Ten-foot (10') ROW dedication with a five-foot (5') access and utility easement"

EXISTING FENCE TO REMAIN

EXISTING FENCE TO REMAIN

15.0'

6 ft tall board on board fence to be installed on north and west boundaries if property is used for commercial purposes.

This tree can remain if parking lot is shifted 20 ft north

REMOVE EXISTING CHICKEN COOP

Pool shown on google maps has been removed

18.0'

9.0'

OE

PROPOSED PARKING AREA

24.0'

9.0'

5.0'

EXISTING FENCE TO REMAIN

Existing shed to remain for storage

607 EAST FIRST STREET

EXISTING HOME
1,365 SF - MAIN LEVEL

ROW

LANE STREET

EXISTING FENCE TO REMAIN

Per the Fire Department, fire hydrant may be added to the property near the corner of Lane Street and First Street.

PROPOSED LANDSCAPE EASEMENT

Variable

UTILITY EASEMENT

ROW

Approx. 130 feet to nearest fire hydrant.

"ROW Dedication as required for Town CIP project."

"Approx. 380 feet to nearest fire hydrant."

Text

FIRST STREET

Parking shown is general concept of parking spaces to be provided. The final configuration will depend on the final parking space count. Parking spaces shall be shifted to accommodate a 15-foot setback before the first stall, measured from the right-of-way line. If it is deemed that more than five to six spaces are required based on the proposed use, the parking area will be shifted more north to accommodate the increase.

607 EAST FIRST STREET

ACREAGE: 0.681 ACRES
TOWN PROJECT NUMBER: ZONE-25-0001
EXHIBIT D - CONCEPT PLAN
PROSPER, TEXAS
APRIL 8, 2025

0 10 20
SCALE IN FEET

ZONE-25-0001

Exhibit “E”

Development Schedule

The applicant intends to begin business operations at this location within 90 days of obtaining the required rezoning.

ZONE-25-0001

Exhibit "F"

Elevations

Only Minor alterations of the exterior are anticipated (maintenance related painting).



View from First Street Looking North



View from side yard, looking East



View from First Street Looking Northeast



View from lane Street Looking South/Southwest

Five-foot landscape buffer will one ornamental tree every 30 linear feet shall be shown on official Landscape Plan that is submitted with Site Plan.

Five-foot landscape buffer will one ornamental tree every 30 linear feet shall be shown on official Landscape Plan that is submitted with Site Plan.

Pool has been removed.

Detailed tree survey will be provided at the time of Site Plan.

Landscape islands shall be provided at the terminus of all parking rows, contain one large tree, and not be located within landscape easements.

Parking shown is general concept of parking spaces to be provided. The final configuration will depend on the final parking space count. Parking spaces shall be shifted to accommodate a 15-foot setback before the first stall, measured from the right-of-way line. If it is deemed that more than four to five spaces are required based on the proposed use, the parking area will be shifted more north to accommodate the increase.

Landscape easement (along Lane Street) shall be exclusive of five-foot (5') utility and access easement, be five feet (5') in width, and have one ornamental tree every 30 linear feet. This shall be shown on official Landscape Plan that is submitted with Site Plan.

Landscape easement shall be five feet (5') in width and have one ornamental tree every 30 linear feet. This shall be shown on official Landscape Plan that is submitted with Site Plan.

Ornamental tree species will be in accordance with hardiness zone of North Texas and determined at the time of a Site Plan.

5’ 10’ 15.0'
EXISTING FENCE TO REMAIN
REMOVE EXISTING CHICKEN COOP
HT 4
TS 9
18.0'
9.0'
OE
PROPOSED PARKING AREA
24.0'
9.0' 5.0'
TS 46
EXISTING SHED TO REMAIN
607 EAST FIRST STREET
EXISTING HOME
1,365 SF - MAIN LEVEL
LANE STREET
ROW
EXISTING FENCE TO REMAIN
PROPOSED LANDSCAPE EASEMENT
Variable
UTILITY EASEMENT
ROW Dedication as required for Town CIP project.
FIRST STREET
BO 2

PLANT SCHEDULE					
SYMBOL	CODE	COMMON / BOTANICAL NAME	SIZE	TYPE	QTY
TREES					
+	BO	BURR OAK / QUERCUS MACROCARPA	B & B	3" Cal	2
ORN. TREES					
	HT	THORNLESS HAWTHORN / CRATAEGUS CRUS-GALLI `INERMIS`	B & B	3" Cal	4
	CODE	COMMON / BOTANICAL NAME	SIZE	TYPE	QTY
SHRUBS					
	TS	BIRCHLEAF SPIREA / SPIRAEA BETULIFOLIA `TOR`	5 GAL		55

607 EAST FIRST STREET

ACREAGE: 0.681 ACRES
TOWN PROJECT NUMBER: ZONE-25-0001
EXHIBIT G - LANDSCAPE PLAN
PROSPER, TEXAS
APRIL 8, 2025

0 10 20
SCALE IN FEET

607 EAST FIRST STREET DEVELOPMENT AGREEMENT

THIS 607 EAST FIRST STREET DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and Carrie Gappinger ("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 607 East First Street ("Property"), a legal description of which Property is attached hereto as Exhibit A and incorporated by reference; and

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

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

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

2. Maintenance of Landscape Areas.

A. Developer agrees to maintain all Landscape Areas (including all vegetation) on the Property, as referenced and/or depicted in the applicable zoning ordinance, as amended, free of weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter, as defined in Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended. Further, Developer agrees that landscape maintenance obligations referenced herein include mulching of Landscape Areas, prompt replacement of dead or dying vegetation with new vegetation, mowing of

Landscape Areas, where required, and other routine and regular maintenance of plants and other vegetation.

B. In the event that any Landscape Area or plants or vegetation is/are not properly maintained in accordance with this Agreement, the Town may give written notice to Developer of such failure to maintain and Developer shall promptly address such failure, taking into account the type(s) and species of such plants and vegetation and applicable planting cycles of same. After such notice, and Developer's failure to address same, Developer agrees and acknowledges that the Town shall have the right to go onto Developer's property and replace, replant or otherwise address such failure to maintain any Landscape Area or plants or vegetation, with an invoice of costs incurred by the Town being promptly provided by the Town to Developer. In the event Developer does not pay such invoice within thirty (30) days of receipt by Developer, the Town may file a lien on the Property for the costs it incurred for the work done, including a reasonable administrative fee. Any failure to maintain any Landscape Area, plants or vegetation shall not be considered a default in accordance with Paragraph 7 of this Agreement, and any obligations referenced in said Paragraph shall not be applicable to this Paragraph 2.

C. Notwithstanding any provision in this Paragraph to the contrary, the Town specifically reserves the right to take enforcement action and/or file a complaint against Developer in the Town's municipal court (or other appropriate forum) relative to weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter on the Property, in accordance with Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended.

3. <u>Certain Business Establishments Prohibited</u>. Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property any of the following business establishments: (1) credit access businesses, as defined in Texas Finance Code § 393.601, as amended, including but not limited to payday lending businesses, "cash for title" lenders, and credit services businesses, as defined in Texas Finance Code § 393.001, as amended); (2) body art facilities; (3) smoke or vape shops; (4) any business entity that sells drug paraphernalia; (5) any business establishment offering gaming or slot machines; (6) sex shops, including but not limited to business entities whose primary purpose is the sale of lewd merchandise; (7) pawn shops; and (8) business entities which primarily utilize outdoor storage or displays. Additionally, Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property a package liquor store, which for purposes of this Agreement is defined as any business entity that is required to obtain a Package Store Permit (P) from the Texas Alcoholic Beverage Commission for the off-premises consumption of alcohol.

4. <u>Covenant Running with the Land</u>. The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall

be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Developer and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other Developers of the Property, regardless of whether this Agreement is expressly referenced therein.

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

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

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

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

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

If to Developer: Carrie Ann Gappinger
607 E. First Street
Prosper, Texas 75078
Attention: Carrie Gappinger

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN:

THE TOWN OF PROSPER, TEXAS

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

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

_____
Notary Public, State of Texas
My Commission Expires:

_____

DEVELOPER:

CARRIE ANN GAPPINGER

By: _____
Name: Carrie Gappinger
Title: _____

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of _____, 2025, by Carrie Gappinger on behalf of Carrie Ann Gappinger, 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)

PROPERTY DESCRIPTION:

BEING A 0.681 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, BEING ALL THAT CERTAIN TRACT OF LAND CONVEYED IN DEED TO CARRIE ANN GAPPINGER, AS RECORDED IN INSTRUMENT NO. 20200131000139690, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND ALL THAT CERTAIN TRACT OF LAND CONVEYED IN DEED TO CARRIE A. GAPPINGER, AS RECORDED IN INSTRUMENT NO. 20130114000055400, SAID OFFICIAL PUBLIC RECORDS, SAID TRACTS BEING FULLY DESCRIBED BY METES AND BOUNDS IN DEED RECORDED IN INSTRUMENT NO. 20070705000921820, SAID OFFICIAL PUBIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

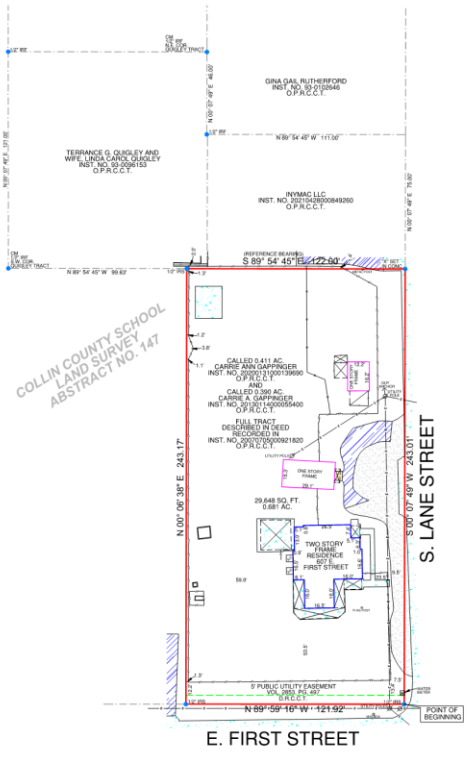
BEGINNING AT A 1/2-INCH IRON ROD SET WITH CAP STAMPED "PREMIER SURVEYING" AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAID IRON ROD BEIN THE INTERSECTION OF THE WEST LINE OF S. LANE STREET AND THE NORTH LINE OF E. FIRST STREET;

THENCE NORTH 89° 59' 16" WEST, A DISTANCE OF 121.92 FEET ALONG SAID NORTH LINE TO A 1/2-INCH IRON ROD SET WITH CAP STAMPED "PREMIER SURVEYING" AT THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 00° 06' 38" EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 243.17 FEET TO A 1/2-INCH IRON ROD SET WITH CAP STAMPED "PREMIER SURVEYING" AT THE NORTHWEST CORNER OF THIS TRACT, SAID IRON ROD BEING ON THE SOUTH LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO TERRANCE G. QUIGLEY AND WIFE, LINDA CAROL QUIGLEY, AS RECORDED IN INSTRUMENT NO. 93-0096153, AFORESAID OFFICIAL PUBLIC RECORDS;

THENCE SOUTH 89° 54' 45" EAST, A DISTANCE OF 122.00 FEET TO AN "X" SET IN CONCRETE AT THE NORTHEAST CORNER OF THIS TRACT AND THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO INYMAC LLC, AS RECORDED IN INSTRUMENT NO. 20210428000849260, SAID OFFICIAL PUBLIC RECORDS, SAID "X" BEING ON THE AFORESAID WEST LINE OF S. LANE STREET;

THENCE SOUTH 00° 07' 49" WEST, A DISTANCE OF 243.01 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING AND CONTAINING 29,648 SQUARE FEET OR 0.681 OF ONE ACRE OF LAND.



FEMA NOTE

FLOOD INFORMATION:
THE SUBJECT PROPERTY DOES NOT APPEAR TO LIE WITHIN THE LIMITS OF A 100-YEAR FLOOD HAZARD ZONE ACCORDING TO THE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND HAS A ZONE "X" RATING AS SHOWN BY MAP NO. 48085C0284 J, DATED JUNE 2, 2009.

SURVEYOR'S CERTIFICATION:
THIS IS TO CERTIFY THAT ON THIS DATE A SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND THAT THE PLAT HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED HEREIN AND THE LOCATION AND TYPE OF IMPROVEMENTS. THERE ARE NO VISIBLE AND APPARENT EASEMENTS, CONFLICTS, INTRUSIONS OR PROTRUSIONS, EXCEPT AS SHOWN. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS FOR THE EXCLUSIVE USE OF THE HEREON NAMED PURCHASER, MORTGAGE COMPANY, AND TITLE COMPANY ONLY AND THIS SURVEY IS MADE PURSUANT TO THAT CERTAIN TITLE COMMITMENT UNDER THE TITLE COMPANY'S GF NUMBER SHOWN HEREON. THIS SURVEY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, OR OTHER LOCATABLE MATTERS OF RECORD THAT THE UNDERSIGNED HAS KNOWLEDGE OF HAS BEEN ADVISED ARE AS SHOWN OR NOTED HEREON. THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS AND RESTRICTIONS PERTAINING TO THE RECORDED DEED REFERENCED HEREON.

GENERAL NOTES:
1.) THE BASIS OF BEARINGS FOR THIS SURVEY WAS DERIVED FROM DATA PROVIDED IN THE DEED RECORDED IN INST. NO. 20070705000921820, O.P.R.C.C.T.
2.) THERE ARE NO VISIBLE CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN. FENCES MAY BE MEANDERING.
3.) THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE NAMED CLIENT, MORTGAGE COMPANY, TITLE COMPANY, OR OTHER, AND IS MADE PURSUANT TO THAT ONE CERTAIN TITLE COMMITMENT UNDER THE TITLE COMPANY'S GF NUMBER.
4.) AS OF THIS DATE, ALL EASEMENTS, RIGHTS-OF-WAY OR OTHER LOCATABLE MATTERS OF RECORD SHOWN OR NOTED HEREON WERE DERIVED FROM THE RECORDED PLAT, THE VESTING DEED, OR THE TITLE REPORT AND SUPPORTING DOCUMENTS. ALL SUCH ITEMS WERE OBTAINED DURING THE RESEARCH PHASE OF THIS SURVEY OR PROVIDED BY THE CLIENT/TITLE COMPANY LISTED HEREON. PREMIER SURVEYING MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH ITEMS AND HAS MADE NO ATTEMPTS TO OBTAIN OR SHOW ANY ADDITIONAL RESTRICTIONS ON OR NEAR THE SUBJECT TRACT, EXCEPT AS SHOWN OR NOTED IN THESE GENERAL NOTATIONS.
5.) THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
6.) THIS SURVEY IS NOT INTENDED TO ADDRESS OR IDENTIFY WETLANDS, FAULT LINES, TOXIC OR HAZARDOUS WASTE AREAS, SUBSIDENCE OR ANY OTHER ENVIRONMENTAL OR GEOLOGICAL ISSUE.
7.) THE EXISTING UTILITIES DEPICTED HEREON ARE BASED ON FIELD LOCATION OF VISIBLE, ABOVE GROUND EVIDENCE. UTILITIES AND OTHER MINOR IMPROVEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY. PREMIER SURVEYING IS NOT RESPONSIBLE FOR THE EXACT LOCATION OF SUBSURFACE UTILITIES, NOR FOR ANY DAMAGES BY ANY CONSTRUCTION EXCAVATION ON OR NEAR SAID UTILITIES.
8.) SYMBOLS AS SHOWN IN THE LEGEND ARE NOT TO SCALE AND MAY HAVE BEEN MOVED FROM THE ACTUAL HORIZONTAL LOCATION FOR CLARITY.

ZONE-25-0001

Exhibit "A-2"
Boundary Exhibit

607 E. FIRST STREET
CITY OF PROSPER
COLLIN COUNTY, TEXAS

GF#: 2442615-ATDA	
BORROWER: HEATHER FUJIKAWA AND TYSON FUJIKAWA	
TITLE CO.: INDEPENDENCE TITLE	
PREMIER JOB #: 24-09255	
TECH: MS/PA/V.	DATE: 01/07/25
FIELD: MJ	FIELD DATE: 01/06/25



CONCRETE
BRICK
STONE
WOOD
STEEL
COVERED AREA
CM – CONTROLLING MONUMENT

WOOD FENCE
CHAIN LINK FENCE
WROUGHT IRON FENCE
BARBWIRE FENCE
R.S. TIE RETAINING WALL
BRICK WALL
OVERHEAD TELEPHONE LINE
OVERHEAD ELECTRIC LINE
IRF – IRON ROD FOUND
IRS – IRON ROD SET
PKS – PK NAIL SET WITH CAP
MFCM – METAL FENCE COR POST
WFCP – WOOD FENCE COR POST

Independence Title

Premier Surveying LLC
5700 W. Plano Parkway
Suite 1200
Plano, Texas 75093
Office: 972-612-3601
Fax: 855-892-0468
Firm Registration No. 10146200

DAVID APPLE
5832
REGISTERED
PROFESSIONAL
LAND SURVEYOR

EXHIBIT B
(Building Materials)

Architectural and Material Standards.

i. Review and Approval Process.

1. The conceptual elevations are intended to evoke a general look and feel of the architecture. Changes to materials and architectural elements are permitted so long as the building elevations adhere to the regulations outlined in the Design Guidelines of this Exhibit B.

ii. Design Guidelines.

1. Exterior alterations to existing structures, not related to maintenance, must be approved by the Director of Development Services.
2. New structures shall consist of masonry materials including clay fired brick, natural, precast, and manufactured stone, granite, three-step stucco, and marble. Other materials may be approved by the Director of Development Services.
3. New structures shall incorporate covered porches into the front façade, a multiplicity of roof forms, and high pitch roof lines. Recommended architectural styles are Craftsman, Folk Traditional, and Victorian.









[redacted]

Sent: Tuesday, May 13, 2025 9:42 AM
To: Planning
Subject: [*EXTERNAL*] - Re Zoning 25-0001 Request - 607 E 1st Street, Prosper, Texas 75078

***** This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. *****

Planning Dept,

Please accept this email to support a few objections/concerns I have regarding the proposed zoning change 25-0001. I understand the proposed use is for a business office such as a small architectural/design office. While I do not object to this type of commercial office use; as a local resident I do have some concerns about the re-development of its lot if this zoning request is to be permitted.

If the North side of their lot (the backyard area) is converted into parking spaces for the business, I would have concerns as a neighbor having to look at a busy parking lot from my home. I understand they would need to make parking available for a business but I would suggest they need to implement some sort of barrier, or wall (that is aesthetically pleasing), to hide the parking lot from visibility.

If this property is zoned commercial I am okay with that as long as extra precautions are made to keep in with the local look and feel. I would not support this request if the current projected use (small business office) could in the future change into a larger commercial building, like a pre-school or medical office building with heavier traffic. That would be concerning as a resident.

I understand East 1st Street & Broadway Street is becoming popular for commercial use and I feel there should be strict criteria/restrictions given to these zoning requests in our area here as it is still largely residential. I am not opposed to these changes on these streets but I would be if it disturbed the peace of our neighborhood such as: the noise level, traffic, building structure/privacy, et cet. Thank you for your time.

Regards,
Jaime Pool

TOWN OF PROSPER
A Place Where Everyone Matters

DEVELOPMENT SERVICES DEPARTMENT
250 W. First Street
Prosper, TX 75078
Phone: 972-346-3502

REPLY FORM

SUBJECT:

The Town of Prosper has received a request to rezone 0.7± acres from Single Family-15 to Planned Development-Downtown Office on Collin County School Land Survey No. 12, Abstract 147, Tracts 39 & 177. (Zone-25-0001)

LOCATION OF SUBJECT PROPERTY:

The property is located at 607 E. First Street, on the northwest corner of Lane Street and First Street.

☐ I **OPPOSE** the request as described in the notice. If in opposition, please provide a reason for opposition.
☑ I **DO NOT OPPOSE** the request as described in the notice.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

Craig A. Saunders
Name (please print)

Signature

705 E 1st St
Address

7/29/25
Date

Prosper TX 75078
City, State, and Zip Code

craig.a.saunders@ampf.com
E-mail Address

703-975-3995
Phone Number

Planned Development
607 East First Street
(ZONE-25-0001)

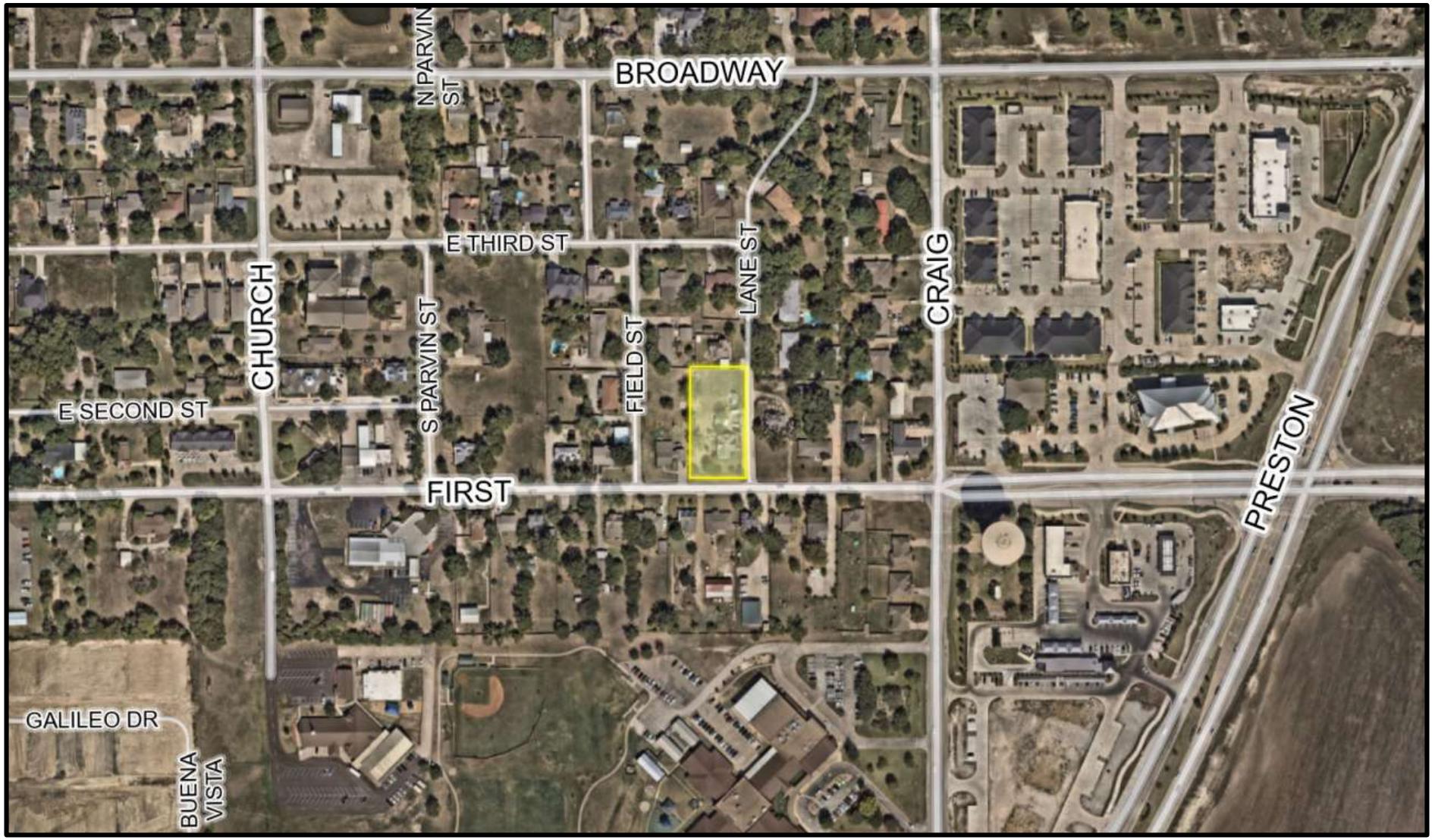
Agenda Item

Conduct a Public Hearing and consider and act upon a request to rezone 0.7± acres from Single Family-15 to Planned Development-Downtown Office on Collin County School Land Survey 12, Abstract 147, Tracts 39 & 177, located on the northwest corner of Lane Street and First Street. (ZONE-25-0001)

Proposal

Purpose:

- Potentially convert existing residential structure to commercial structure in the future.
    - Future buyer to develop site based on limited commercial uses.


BROADWAY
N PARVIN ST
E THIRD ST
CHURCH
S PARVIN ST
FIELD ST
LANE ST
CRAIG
E SECOND ST
FIRST
PRESTON
GALILEO DR
BUENA VISTA

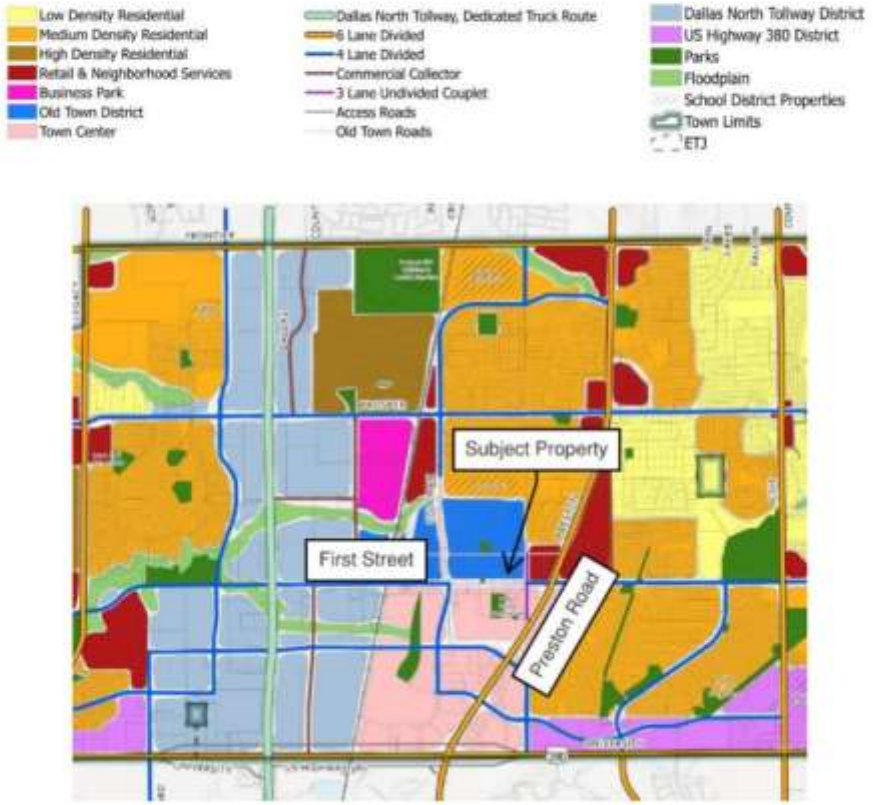
Future Land Use Plan

Old Town District:

- Recommends a variety of boutique type land uses, ranging from unique and local retail establishments, restaurants, and offices.

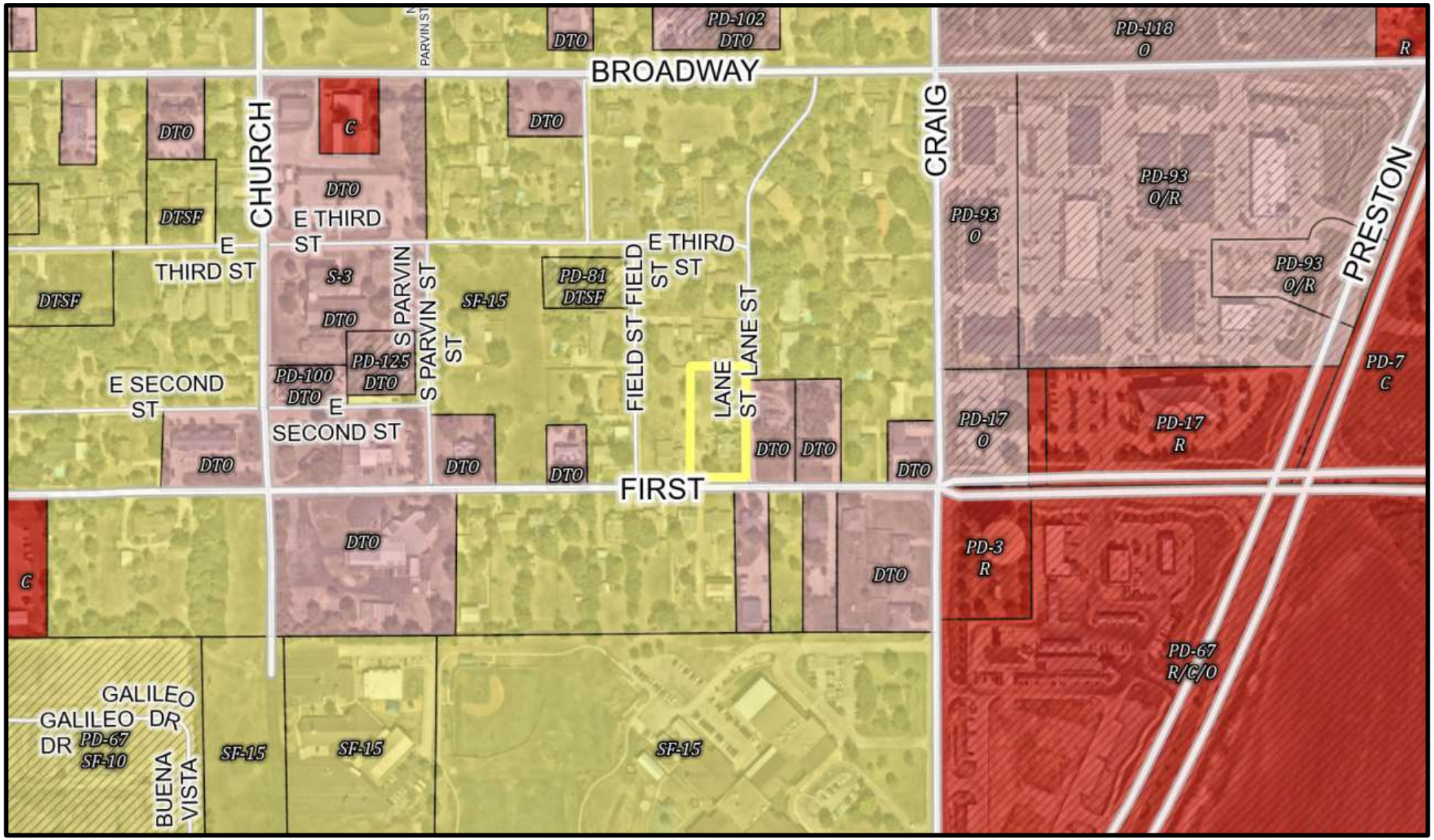
- Recommends that historic homes, particularly areas along First Street and Broadway, may gradually convert to boutique office and retail establishments.

Future Land Use Exhibit



Zoning

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Single Family-15	Single-Family Residential	Old Town District
North	Single Family-15	Single-Family Residential	Old Town District
East	Downtown Office	Professional Office	Old Town District
South	Single Family-15	Single-Family Residential	Old Town District
West	Single Family-15	Single-Family Residential	Old Town District


BROADWAY
FIRST
E THIRD ST
E SECOND ST
CHURCH
S PARVIN ST
FIELD ST
LANE ST
CRAIG
PRESTON
GALILEO DR
BUENA VISTA
DTO
C
DTSF
S-3
SF-15
PD-81 DTSF
PD-102 DTO
PD-125 DTO
PD-100 DTO
PD-118 O
PD-93 O
PD-93 O/R
PD-17 O
PD-17 R
PD-7 C
PD-3 R
PD-67 R/C/O
PD-67 SF-10
R

District Regulations

	DTO Regulations (Zoning Ordinance)	Proposed Regulations (Development Standards)
Size of Yards	**Front:** 25’ **Side:** 5’ (Adj. to Residential) 15’ (Adj. to First Street) **Rear:** 10’	**Front:** 25’ **Side:** 5’ (Adj. to Residential) 15’ (Adj. to First Street) **Rear:** 10’
Size of Lots	**Minimum Area:** 6,000 SF **Minimum Lot Width:** 50’ **Minimum Lot Depth:** 120’	**Minimum Area:** 6,000 SF **Minimum Lot Width:** 50’ **Minimum Lot Depth:** 120’
Maximum Height	**Stories:** Two Stories or 40’	**Stories:** Two Stories or 40’
Maximum Lot Coverage	**Lot Coverage:** 55 Percent	**Lot Coverage:** 55 Percent

Permitted Uses

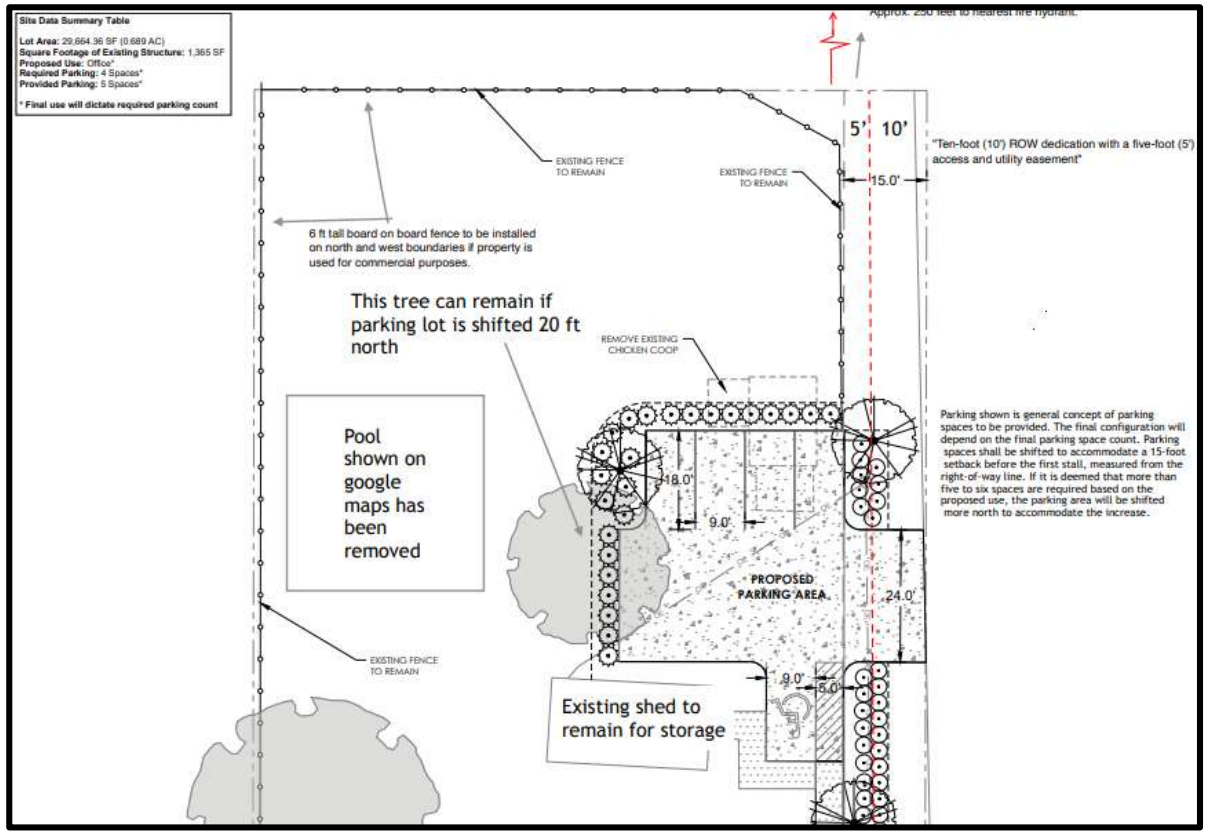
By Right:

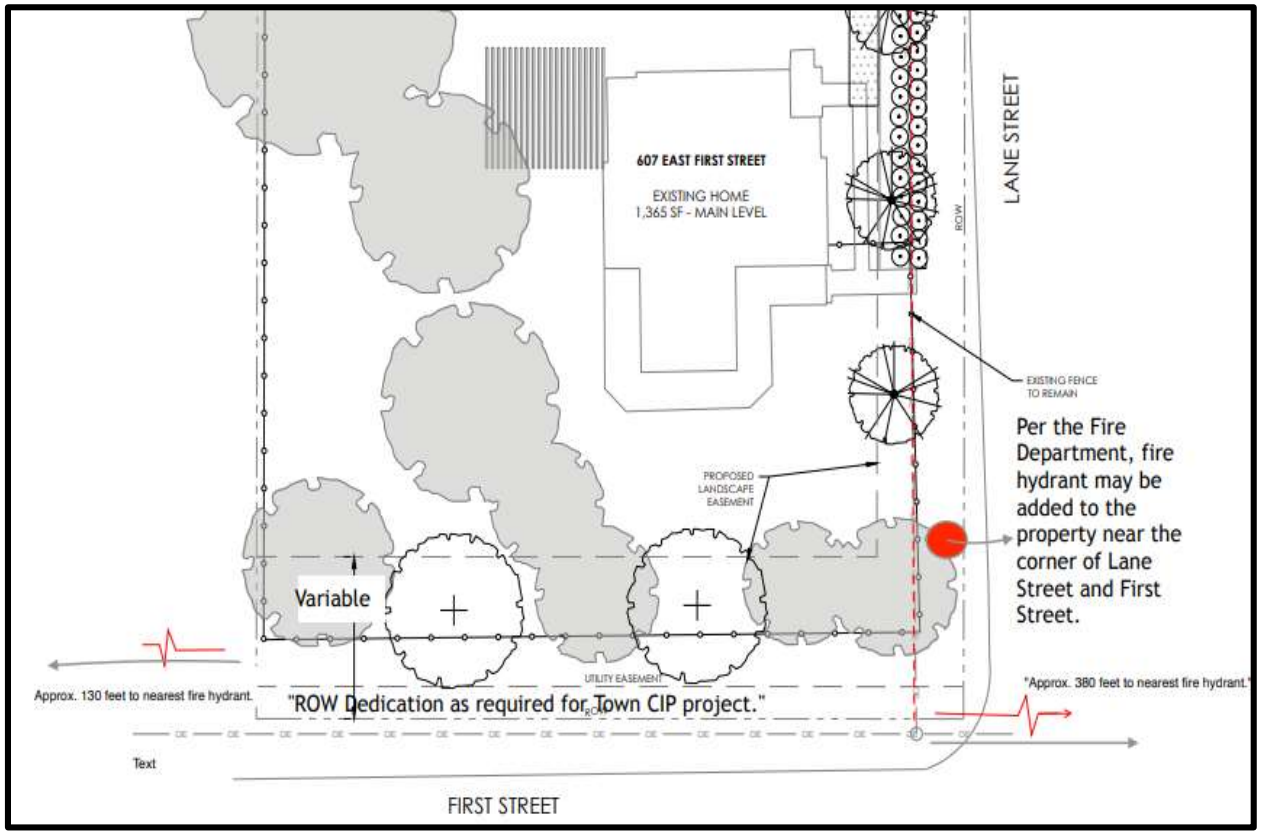
- Administrative/Medical and Professional Office
- Architectural or Interior Design Studio
- Boutique Retail
- Materials Showroom
- Single-Family Dwelling

Permitted Uses Cont.

By Specific Use Permit:

- Bed and Breakfast
- Coffee Shop
- Tea Room


Site Data Summary Table
Lot Area: 29,664.36 SF (0.689 AC)
Square Footage of Existing Structure: 1,365 SF
Proposed Use: Office*
Required Parking: 4 Spaces*
Provided Parking: 5 Spaces*
* Final use will dictate required parking count
Approx. 250 feet to nearest fire hydrant.
5'
10'
15.0'
"Ten-foot (10') ROW dedication with a five-foot (5') access and utility easement"
EXISTING FENCE TO REMAIN
EXISTING FENCE TO REMAIN
6 ft tall board on board fence to be installed on north and west boundaries if property is used for commercial purposes.
This tree can remain if parking lot is shifted 20 ft north
REMOVE EXISTING CHICKEN COOP
Pool shown on google maps has been removed
18.0'
9.0'
PROPOSED PARKING AREA
24.0'
Parking shown is general concept of parking spaces to be provided. The final configuration will depend on the final parking space count. Parking spaces shall be shifted to accommodate a 15-foot setback before the first stall, measured from the right-of-way line. If it is deemed that more than five to six spaces are required based on the proposed use, the parking area will be shifted more north to accommodate the increase.
EXISTING FENCE TO REMAIN
9.0'
6.0'
Existing shed to remain for storage


607 EAST FIRST STREET
EXISTING HOME
1,365 SF - MAIN LEVEL
LANE STREET
ROW
EXISTING FENCE TO REMAIN
PROPOSED LANDSCAPE EASEMENT
Per the Fire Department, fire hydrant may be added to the property near the corner of Lane Street and First Street.
Variable
UTILITY EASEMENT
Approx. 130 feet to nearest fire hydrant.
"ROW Dedication as required for Town CIP project."
"Approx. 380 feet to nearest fire hydrant."
Text
FIRST STREET

Architectural Standards

Building Materials:

- Clay Fired Brick
- Granite
- Marble
- Stone (Natural or Manufactured)
- Other Materials as Approved by Director of Development Services

Architectural Standards Cont.

Building Design:

- Existing Structures
    - Exterior alterations, not related to maintenance, must be approved by the Director of Development Services.
- New Structures
    - Buildings shall incorporate covered porches into the front façade, a multiplicity of roof forms, and high pitch roof lines.
    - Architectural styles such as Craftsman, Folk Traditional, and Victorian are recommended.



View from First Street Looking North



View from side yard, looking East



View from First Street Looking Northeast



View from Iane Street Looking South/Southwest

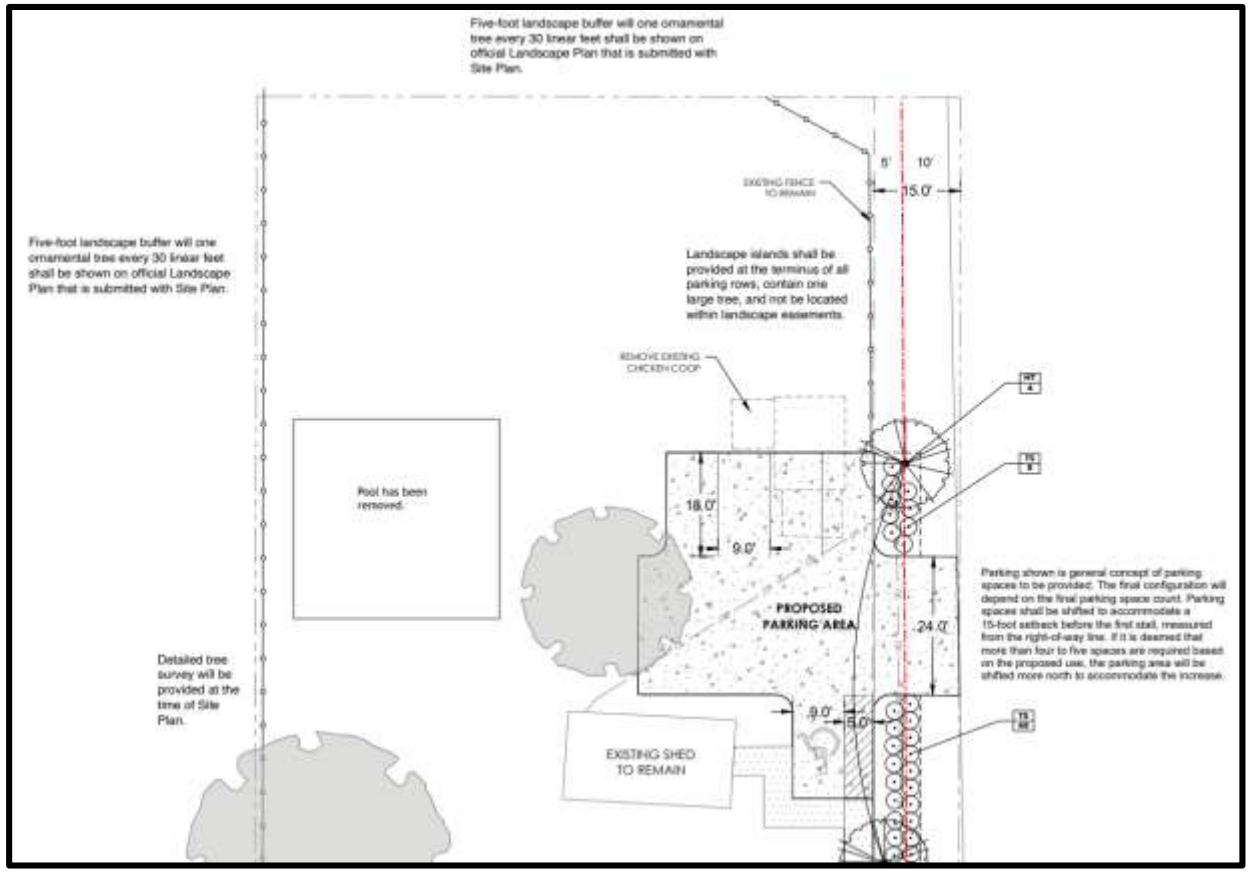
Landscaping

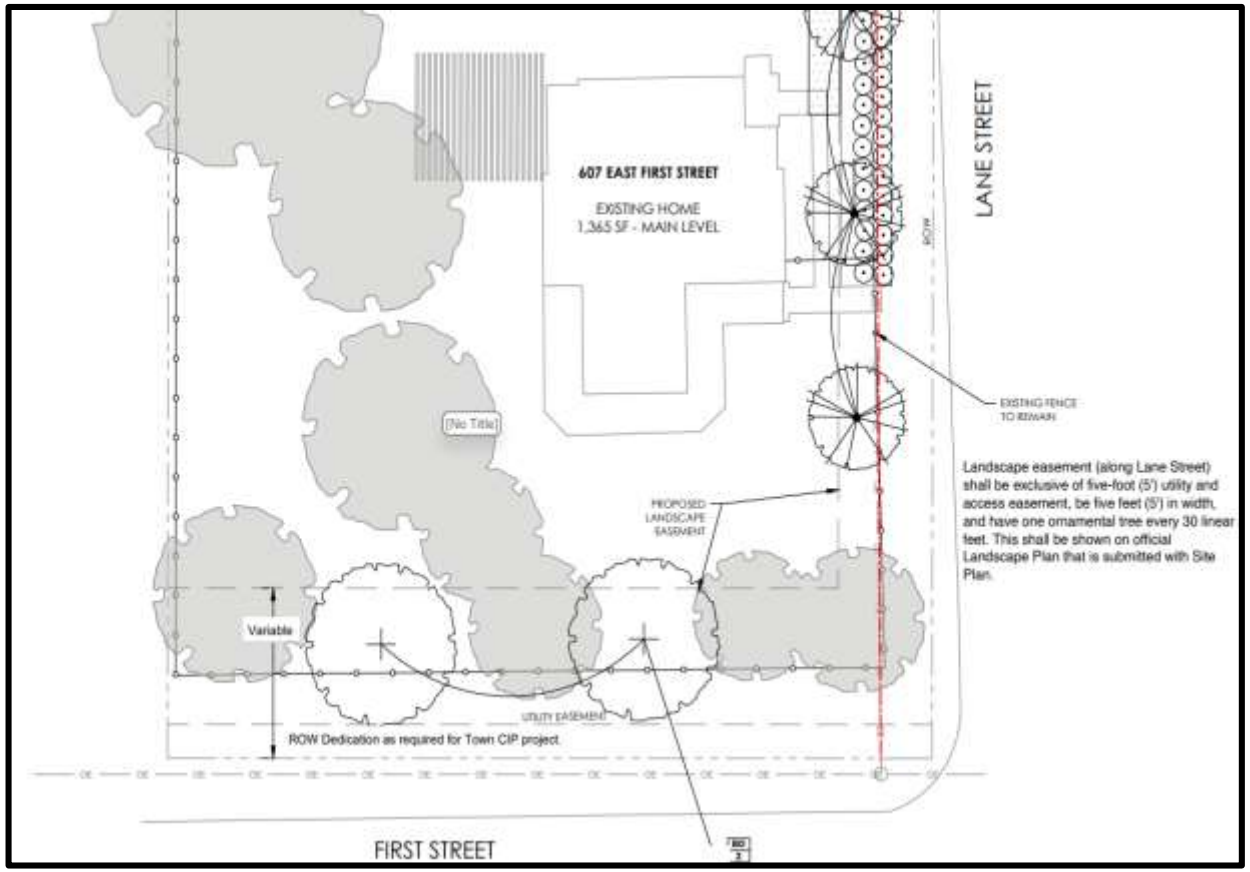
	DTO Regulations (Development Standards)	Proposed Regulations (Development Standards)
Adjacent to Thoroughfares	**Easement:** 5’ (Legacy Drive) 5’ (First Street) **Plantings:** One ornamental tree every 30 linear feet.	**Easement:** 5’ (Legacy Drive) 5’ (First Street) **Plantings:** One ornamental tree every 30 linear feet.
Adjacent to Residential Development	**Buffer:** 5’ (Northern Boundary) 5’ (Western Boundary) Plantings: One ornamental tree every 30 linear feet.	**Buffer:** 5’ (Northern Boundary) 5’ (Western Boundary) **Plantings:** One ornamental tree every 30 linear feet.

Screening and Fencing

Adjacent to Single-Family:

- Six-foot (6’) cedar board on board wooden fencing adjacent to single-family homes.


Five-foot landscape buffer will one ornamental tree every 30 linear feet shall be shown on official Landscape Plan that is submitted with Site Plan.
Five-foot landscape buffer will one ornamental tree every 30 linear feet shall be shown on official Landscape Plan that is submitted with Site Plan.
EXISTING FENCE TO REMAIN
5'
10'
15.0'
Landscape islands shall be provided at the terminus of all parking rows, contain one large tree, and not be located within landscape easements.
REMOVE EXISTING CHICKEN COOP
Pool has been removed.
18.0'
9.0'
PROPOSED PARKING AREA
24.0'
9.0'
5.0'
Parking shown is general concept of parking spaces to be provided. The final configuration will depend on the final parking space count. Parking spaces shall be shifted to accommodate a 15-foot setback before the first stall, measured from the right-of-way line. If it is deemed that more than four to five spaces are required based on the proposed use, the parking area will be shifted more north to accommodate the increase.
Detailed tree survey will be provided at the time of Site Plan.
EXISTING SHED TO REMAIN


607 EAST FIRST STREET
EXISTING HOME
1,365 SF - MAIN LEVEL
LANE STREET
EXISTING FENCE TO REMAIN
[No Title]
PROPOSED LANDSCAPE EASEMENT
Landscape easement (along Lane Street) shall be exclusive of five-foot (5') utility and access easement, be five feet (5') in width, and have one ornamental tree every 30 linear feet. This shall be shown on official Landscape Plan that is submitted with Site Plan.
Variable
UTILITY EASEMENT
ROW Dedication as required for Town CIP project
FIRST STREET

Noticing

Notices:

- Friday, August 8th

Citizen Response:

- Two Letters of Support
  - One w/ Restrictions

Recommendation

Town Staff:

- Approval

Planning & Zoning Commission:

- Approval (4-0)

TOWN OF PROSPER
A Place Where Everyone Matters

PLANNING

To: **Mayor and Town Council**

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

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

Re: **Amendment of Planned Development-67 (Gates of Prosper) – Subdistricts 2 and 3**

Town Council Meeting – August 26, 2025

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

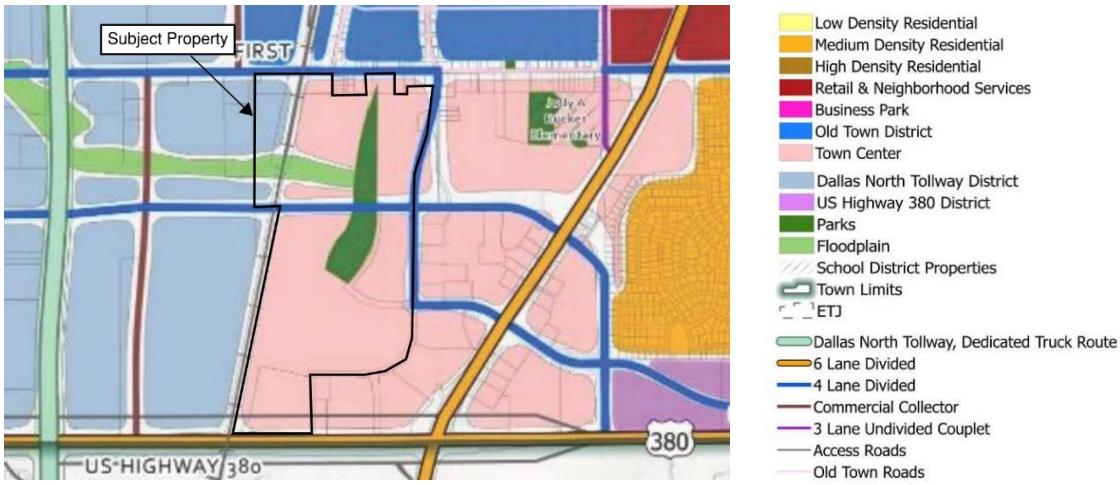
Agenda Item:
Conduct a Public Hearing and consider and act upon a request to amend the uses and conceptual layout of a portion of Subdistrict 2 and Subdistrict 3 of Planned Development-67, consisting of 258.3± acres on the west of Preston Road between US 380 (University Drive) and First Street. (ZONE-24-0012)

Background:
On September 17, 2024, the Town Council and Planning & Zoning Commission held a Joint Work Session to discuss the proposed amendment. The applicant, Mr. Shipp, presented plans to amend a portion of the Gates of Prosper. A portion of Subdistrict 2 would be modified to add 600 additional multifamily units that would be completed in two phases. Subdistrict 3 would be modified to add the allowance of 150 alley-served single-family lots, of which a maximum 110 lots would have a 40-foot lot width; the district already includes 150 townhomes.

The Town Council and Commission Members discussed each Subdistrict and the impact the proposed changes may have with the addition of the multi-family units regarding the increased density, the size of the residential lots in Subdistrict 3, and the placement of the townhomes. It was noted that the Town Council and Commission Members are looking at the developing area holistically for future impact and best uses for buildout.

During the past year, the applicant has been working with staff to evaluate and update the proposal. The modifications currently proposed are described within the staff report.

Future Land Use Plan:
The Future Land Use Plan recommends Town Center for the property east of Burlington Railroad. A small portion of the property is west of the railroad and designated Dallas North Tollway District. There are also Park and Floodplain designations within the property.



Zoning:
The property is zoned Planned Development-67 (Mixed Use).

Thoroughfare Plan:
This property has direct access to First Street, Coleman Street, Gates Parkway, and University Drive (US 380).

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

Hike & Bike Trail:
The Hike & Bike Trail Master Plan requires trails along First Street, Lovers Lane, and the railroad.

Legal Obligations and Review:
Notification was provided as required by the Zoning Ordinance and state law. Staff has not received any response to the proposed zoning request to date.

Attached Documents:
1. Aerial & Zoning Maps
2. Future Land Use Exhibit
3. Exhibits A & A-1 – Boundary and Legal Description
4. Letter of Intent
5. Summary of Proposed Zoning Changes
6. Gates of Prosper Planned Development Ordinance (Clean)*
7. Gates of Prosper Planned Development Ordinance (Redlined)*
8. Exhibit D – Conceptual Plan
9. Previously Approved Conceptual Plan

*The applicant updated these attachments on August 15, 2025, to add a clarification that the private garage standards only apply to the multifamily that is outside of the Lifestyle Center, as discussed at the Planning & Zoning Commission meeting.

Description of Agenda Item:

The purpose of this request is to modify a portion of Subdistrict 2 and Subdistrict 3 of the Gates of Prosper Planned Development (PD) regarding the allocation of residential units.

An additional 600 multifamily units are proposed to be added to the undeveloped portion of Subdistrict 2 for a total of 1,200 multifamily units. There are 344 constructed units in Phase 1 of the apartment development located south of Lovers Lane. Phase 2 consists of 256 units and is under construction. The additional multifamily units will be 4-story and will wrap surface parking so that parking will be screened.

The addition of single-family units is proposed in Subdistrict 3. Vertical mixed-use is removed from this subdistrict, but retail, office, and commercial uses will be maintained along First Street.

Below is an overview of the current criteria and existing conditions of the property compared to the proposed criteria.

Multifamily

Current Criteria for Multifamily:

- Maximum 600 units for all Subdistricts
- Maximum 600 units for Subdistrict 2
- Maximum 300 Multifamily Units for Subdistrict 3

Proposed Criteria for Multifamily:

- Maximum 1,200 units for all Subdistricts
- Existing 600 units in Subdistrict 2
- Additional 600 units allowed in Subdistrict 2
- A clarification was added to the standard that 40 percent of units will have private garages; it only applies to the multifamily that is outside of the Lifestyle Center.

Townhome

Existing Criteria for Townhomes:

- Maximum 150 units for all Subdistricts
- Maximum 150 units in Subdistrict 2
- Maximum 150 units in Subdistrict 3
- Minimum lot area of 2,500 square feet.
    - The applicant indicated that this minimum area was in error. The lot width minimum is 20 ft and the lot depth minimum is 90 ft, resulting in a lot area of 1,800 sq ft.

Proposed Criteria for Townhomes:

- Townhomes still allowed in each subdistrict; the concept plan shows all 150 units within Subdistrict 3
- Minimum lot area of 1,800 square feet
- Addition that greater articulation will be provided on sides of townhomes adjacent to public streets and open spaces

Single Family

Existing Criteria for Single Family

- Maximum 200 units
- Only permitted within Subdistrict 4
- Two lot types at 8,640 sq ft (64 ft x 125 ft) and 9,990 sq ft (74 ft x 125 ft)

Proposed Criteria for Single Family

- 200 Maximum units in Subdistrict 4 per lot types listed above (no change)
    - Starview Phases 1 and 2 consist of 173 front-entry lots
- No Maximum of Allowable units in Subdistrict 3
    - Front-entry lots
    - Provision added that front yard setbacks will not be staggered
    - Addition of architectural criteria for single family buildings
    - Minimum lot width – 55 ft
    - Minimum lot depth – 100 ft
    - Minimum lot area – 6,875 sq ft
    - Minimum dwelling size – 1,800 sq ft
    - Maximum height – 40 ft / two-stories
    - Lots may be center loaded or zero lot line patio homes
        - Center Loaded Setbacks: 15' front / 7' side / 20' rear
        - Side Loaded (Patio Home) Setbacks: 15' front / 0' side / 20' rear
        - A 10 ft separation is required between adjacent side loaded units

Compatibility:

This amendment would not be out of character with the purpose of this planned development. The overall 621-acre Gates of Prosper development created subdistricts "designed and planned to create a special community that offers the opportunity to live, work, shop and recreate in an urban environment located in a suburban area."

In the Joint Work Session, the applicant discussed the need for an additional 600 multifamily units to activate Subdistrict 2 to attract more high-end restaurant and shopping tenants. It was also necessary for the development to stay competitive with nearby mixed-use developments. The additional single-family units in Subdistrict 3 came from a change in the original concept for this area as an office development and was described as a benefit for the area in its location between downtown and more intense retail to the south.

Descriptions of Subdistricts 2 and 3 from the existing PD:

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

- Subdistrict 3 – Downtown Center. Subdistrict 3, as depicted on the Conceptual Development Plan (Exhibit D) shall serve the purpose of providing an active living and working community benefiting from its proximity to the existing Town core and the adjacent Subdistricts.

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

	Zoning	Current Land Use	Future Land Use Plan
Subject Property (Subdistricts 2 & 3)	Planned Development-67	Vacant	Town Center
North	Downtown Commercial & Single Family-15	Church, Retail, Vacant	Old Town District
East	Planned Development-67	Single-Family & Retail	Town Center
South	City of Frisco Highway & Industrial	Vacant	City of Frisco
West	Single Family-15 & Planned Development-42	Vacant	Dallas North Tollway District

Town Staff Recommendation:
The proposed zoning request is compliant with the Future Land Use Plan and the intent of this Planned Development. Town Staff recommends approval of the request to amend the uses and conceptual layout of a portion of Subdistrict 2 and Subdistrict 3 of Planned Development-67, consisting of 258.3± acres on the west of Preston Road between US 380 (University Drive) and First Street.

Planning & Zoning Recommendation:
The Planning & Zoning Commission unanimously recommended denial of this item by a vote of 4-0 at their meeting on August 5, 2025. The Commissioners opposed this item due to issues with the density of Subdistrict 3 and the proposed 55-foot-wide lots.

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



TOWN OF PROSPER

0 500 1,000 2,000 Feet

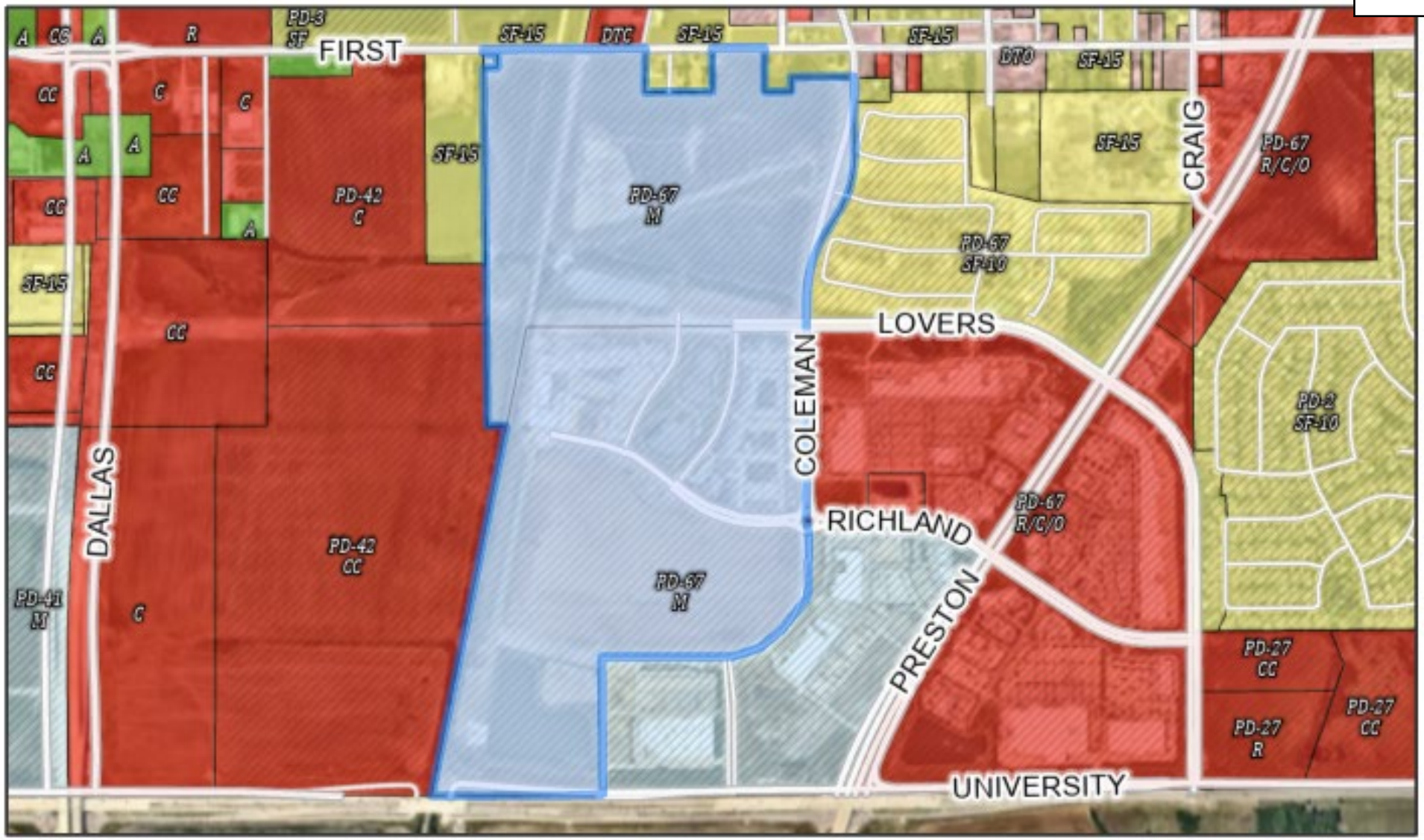


This map for illustration purposes only

ZONE-24-0012

Gates of Prosper

Planned Development Rezoning



TOWN OF PROSPER

0 500 1,000 2,000 Feet



This map for illustration purposes only

ZONE-24-0012

Gates of Prosper

Planned Development Rezoning

Future Land Use Exhibit

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Retail & Neighborhood Services
- Business Park
- Old Town District
- Town Center
- Dallas North Tollway District
- US Highway 380 District
- Parks
- Floodplain
- School District Properties
- Town Limits
- ETJ
- Dallas North Tollway, Dedicated Truck Route
- 6 Lane Divided
- 4 Lane Divided
- Commercial Collector
- 3 Lane Undivided Couplet
- Access Roads
- Old Town Roads



PD-SUBDISTRICT 3
(DOWNTOWN CENTER)
111.81 GROSS ACRES
94.92 NET ACRES

PD-SUBDISTRICT 4
(RESIDENTIAL NEIGHBORHOOD)
71.43 GROSS ACRES
62.09 NET ACRES

PD-SUBDISTRICT 1
(REGIONAL RETAIL)
46.82 GROSS ACRES
37.58 NET ACRES

PD-SUBDISTRICT 2
(LIFESTYLE CENTER)
146.49 GROSS ACRES
129.43 NET ACRES

PD-SUBDISTRICT 1
(REGIONAL RETAIL).
244.38 GROSS ACRES
197.21 NET ACRES

THE MAHARD 2003 PARTNERSHIP, L.P. VOL. 5652 PG. 4191 L.R.C.C.T. F.L.U.P. TOLLWAY DISTRICT CURRENT USE AGRICULTURAL ZONED SF-15

F.L.U.P. TOLLWAY DISTRICT CURRENT USE AGRICULTURAL ZONED SF-15 JERRY HANSEL C.C.C.F.# 92-0032392 L.R.C.C.T.

183 LAND CORPORATION C.C.F.# 97-0026168 L.R.C.C.T.

F.L.U.P. TOLLWAY DISTRICT TOLLWAY PD-3 MIXED USE CURRENT USE - AGRICULTURAL

182.724 ACRES GODWIN INVESTMENTS, LTD. VOL. 5951, PG. 1651 L.R.C.C.T.

EXISTING ZONING - COMMERCIAL COMMERCIAL CORRIDOR F.L.U.P. - TOLLWAY DISTRICT EXISTING USE - VACANT

182.724 ACRES GODWIN INVESTMENTS, LTD. VOL. 5951, PG. 1651 L.R.C.C.T.

EXISTING ZONING - COMMERCIAL COMMERCIAL CORRIDOR F.L.U.P. - TOLLWAY DISTRICT EXISTING USE - VACANT

FUTURE 4 LANE DIVIDED THOROUGHFARE

SECOND STREET

FIRST STREET

FUTURE 90' ROW

FUTURE 60' ROW

MAHANEY

CROCKETT

BUSINESS 289

CHURCH

COLEMAN STREET

CRAIG ROAD

FIRST BAPTIST CHURCH OF PROSPER VOL. 1725 PG. 830 VOL. 1909 PG. 675 L.R.C.C.T. EXISTING ZONING SINGLE FAMILY F.L.U.P. - CIVIC / SCHOOL EXISTING USE - SCHOOL

SANITARY SEWER & ACCESS ESMT. VOL. 5022 PG. 765 L.R.C.C.T.

PROSPER I.S.D. VOL. 1723 PG. 868 L.R.C.C.T. EXISTING ZONING SINGLE FAMILY F.L.U.P. - CIVIC / SCHOOL EXISTING USE - SCHOOL

PROSPER STATE BANK VOL. 684 PG. 178 DOC. 20080620000752430 L.R.C.C.T. EXISTING ZONING RETAIL F.L.U.P. - OLD TOWN CORE DIST. EXISTING USE - BANK/VACANT

DRAINAGE ESMT. DOC. 20101026001165120 O.P.R.C.C.T.

BROADWAY 78 INVESTORS, LTD. DOC. 2003-0164153 L.R.C.C.T. EXISTING ZONING COMMERCIAL F.L.U.P. - COMMERICAL/RETAIL EXISTING USE - VACANT

COMMON AREA LOT 1X-R

WILLOW RIDGE PHASE ONE CAB. M PG. 624 M.R.C.C.T.

WILLOW RIDGE PHASE TWO CAB. P PG. 598 M.R.C.C.T.

WILLOW RIDGE PHASE FOUR A CAB. 2009 PG. 124 M.R.C.C.T.

TXDOT DRAINAGE ESMT. TRACT 1 VOL. 630 PG. 1 D.R.C.C.T.

JOBE PROPERTIES, LTD. DOC. 20091009001250200 DOC. 20080908001082340 O.R.C.C.T. EXISTING ZONING RETAIL/COMMERCIAL F.L.U.P. - PRESTON CORRIDOR DIST. EXISTING USE - VACANT

JOBE PROPERTIES, LTD. VOL. 4705 PG. 3351 L.R.C.C.T. EXISTING ZONING - PD-2 RETAIL / COMMERCIAL / OFFICE SF-10 F.L.U.P. - LOW DENSITY RESIDENTIAL AND PRESTON CORRIDOR EXISTING USE - VACANT

41.16 AC. CAROL TSAI, LP VOL. 4976 PG. 3953 L.R.C.C.T. EXISTING ZONING - RETAIL COMMERCIAL CORRIDOR F.L.U.P. - HWY 380 DISTRICT EXISTING USE - VACANT

TXDOT ESMT. TRACT 2 VOL. 630 PG. 1 D.R.C.C.T.

TXDOT ESMT. TRACT 3 PART 1 VOL. 630 PG. 1 D.R.C.C.T.

TXDOT ESMT. TRACT 3 PART 2 VOL. 626 PG. 567 O.R.C.C.T.

CITY OF IRVING WATERLINE ESMT. VOL. 4932 PG. 3627 L.R.C.C.T.

CITY OF IRVING WATERLINE ESMT. VOL. 4932 PG. 3627 L.R.C.C.T.

183 LAND CORPORATION C.C.F.# 97-0005168 L.R.C.C.T.

BLUE STAR AUSTIN INVESTMENTS PHASE 1 DOC. 20060919001346200 O.P.R.C.C.T.

PCCP ALBERTA FRISCO TEXAS, LLC DOC. 20070325004461840 O.P.R.C.C.T.

APPROX. LOCATION FEMA 100-YR FLOODPLAIN

COLLIN COUNTY SCHOOL LAND SURVEY ABST. NO. 147

B. RENISON SURVEY ABST. 755

J. YARNALL SURVEY ABST. NO. 1038

PROPOSED LOVERS LANE

FUTURE LOVERS LANE

RICHAND DRIVE

PRESTON ROAD STATE HIGHWAY 289

BURLINGTON NORTHERN SANTA FE RAILROAD

DALLAS NORTH TOLLWAY

U.S. STATE HIGHWAY 380

STATE HIGHWAY 289 (PRESTON ROAD)

LOVERS LANE

SURVEY LINE

90' ROW

60'ROW

30'

POINT OF BEGINNING

SOUTHWEST CORNER OF JOHN YARNELL SURVEY, ABSTRACT NO. 1038, BEARS S 83°50' E, 161.7'

N89°37'06"E 509.94' S86°07'09"E 202.29'

N89°38'54"E 454.44'

N89°38'54"E 377.25'

N89°41'07"E 455.63'

N89°49'10"E 189.92'

N89°29'33"E 481.12'

S00°05'52"E 514.47'

S00°45'07"W 313.06'

N00°21'57"W 311.63'

S00°05'32"E 177.82'

N00°09'58"W 104.29'

S89°56'58"E 257.38'

N89°18'22"E 71.99'

N02°09'39"E 555.18'

S00°39'50"E 615.52'

S76°42'56"E 185.47'

S76°51'24"E 321.53'

S89°06'24"E 1107.34'

N89°31'34"E 1084.95'

N89°30'30"E 205.11'

N00°04'47"W 289.97'

N.55°50.00W 682.40'

S01°02'13"E 1546.12'

S89°20'50"W 899.18'

S.29°09'W 336.04'

N54°51'34"W 401.88'

S15°47'23"W 477.44'

S.59°19'5"E 408.23'

N11°27'13"E 2718.98'

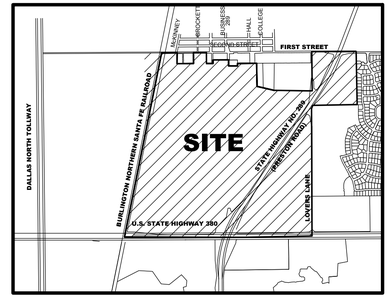
S89°15'40"E 123.47'

S89°46'43"W 2671.91'

S89°12'47"W 2794.95'

3000.53'E 315.53'

FIRST STREET 80' ROW



LOCATION MAP
NOT TO SCALE

Note: The throroughfare alignment(s) shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of final plat.

Legend

R.P.R.D.C.T. = Real Property Records of Denton County, Texas
P.R.D.C.T. = Plat Records of Denton County, Texas
ROW = Right-of-Way
O.P.R.C.C.T. = Official Public Records of Collin County, Texas
L.R.C.C.T. = Land Records of Collin County, Texas
D.R.C.C.T. = Deed Records of Collin County, Texas
F.L.U.P. = Future Land Use Plan

N
W E
S

GRAPHIC SCALE IN FEET
300' 0 150' 300' 600'
1"=300' @ 24"X36"

EXHIBIT "A"
FOR ZONING CASE NO. Z21-0004
GATES OF PROSPER
BEING 621.07 ACRES OUT OF THE COLLIN COUNTY SCHOOL SURVEY, ABSTRACT NO. 147 B. RENISON SURVEY, ABSTRACT NO. 755 J. YARNALL SURVEY ABSTRACT NO. 1038 TOWN OF PROSPER, COLLIN COUNTY, TEXAS

Applicant:
Kimley-Horn and Associates, Inc.
106 West Louisiana Street
McKinney, TX 75069
Ph. 469-301-2590
Contact : Joe Riccardi

Owner:
380 & 289 LP
1 Cowboys Way
Frisco, TX 75034
Ph. 972-497-4367

Owner:
183 Land Corporation, Inc.
1 Cowboys Way
Frisco, TX 75034
Ph. 972-497-4367

Kimley»Horn
260 East Davis Street, Suite 100
McKinney, Texas 75069 FIRM # 10115500 Tel. No. (469)-201-2590

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 300'	RAB	RAK	Feb 2021	068109030	1 OF 2

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I:\NAME, K:\MKX_CIVIL\068109030\GATES OF PROSPER\CAD\EXHIBITS\20210212 - GATES ZONING EXHIBIT.DWG PLOTTED BY KORUS, RACHEL 7/31/2023 3:55 PM LAST SAVED 3/3/2021 8:53 AM

Property ID	Owner	Volume	Page	Doc. No.	Existing Zoning	Existing Land Use	Future Land Use
1	COSERV PROPERTY HOLDINGS LLC			20140812000856950	DTC	INDUSTRIAL	OLD TOWN CORE DISTRICT
2	PROSPER EDC			20181030001348020	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
3	PROSPER EDC				SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
4	PROSPER EDC				SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
5	RUTILIO & YOLANDA AGUILAR	5236	4438		SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
6	PROSPER EDC			20180504000548560	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
7	TOWN OF PROSPER			20170616000784290	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
8	TOWN OF PROSPER			20190119010003140	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
9	TOWN OF PROSPER			20170421000509890	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
10	RODOLFO SOTO			20151218001578610	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
11	ABE & TOMOKO MANSOORI			20121211001574800	SF-15	RESIDENTIAL	OLD TOWN CORE DISTRICT
12	DARIL R NIX REVOCABLE LVG TRUST	94-	0014368		SF-15	RESIDENTIAL	TOWN CENTER
13	FRANCISCO IBARRA	5848	4553		SF-15	RESIDENTIAL	TOWN CENTER
14	SAYDA HERNANDEZ	5982	2009		SF-15	RESIDENTIAL	TOWN CENTER
15	JOSE & ISIDRA GRANADOS	97-	0003293		SF-15	RESIDENTIAL	TOWN CENTER
16	JOSE & ISIDRA GRANADOS	97-	0003293		SF-15	RESIDENTIAL	TOWN CENTER
17	JOSE & MARIA E. GONZALEZ JOSE	1395	0333		SF-15	RESIDENTIAL	TOWN CENTER
18	FLAVIO IBARRA LOZANO	99-0132985	4531-2501		SF-15	RESIDENTIAL	TOWN CENTER
19	SAYDA HERNANDEZ			20070509000626600	SF-15	RESIDENTIAL	TOWN CENTER
20	BLUE STAR LAND LP			20140411000350200	SF-15	RESIDENTIAL	TOWN CENTER
21	SHRADER SANDRA OMOHUNDRO			20170925001280500	SF-15	RESIDENTIAL	TOWN CENTER
22	183 LAND CORPORATION INC	97-	0005168		SF-15	RESIDENTIAL	TOWN CENTER
23	FIRST PRESBYTERIAN CHURCH	14700102			SF-15	Church	TOWN CENTER
24	PRESBYTERIAN CHURCH				SF-15	Church	TOWN CENTER
25	VISION AND STRUCTURE LLC			20200903001480220	DTO	RESIDENTIAL	TOWN CENTER
26	BLISS PET RESORT LLC			20151230001621710	C	COMMERCIAL	TOWN CENTER
27	HOLLMAN HOLDING LLC			20190830001065010	SF-15	RESIDENTIAL	TOWN CENTER
28	MONTE & BARBARA KAUFFMAN	2904	892		SF-15	RESIDENTIAL	TOWN CENTER
29	FIRST BAPTIST CHURCH PROSPER	01-0130186	5023-3304		DTO	CHURCH	TOWN CENTER
30	ERNEST MAHARD, JR.				DTO	COMMERCIAL	TOWN CENTER
31	MAHARD EGG FARM INC				DTO	COMMERCIAL	TOWN CENTER
32	TOWN OF PROSPER			20070709000937360	RETAIL	COMMERCIAL	TOWN CENTER
33	GRIFFIN 4 HOLDINGS LLC			20170803001030760	DTO	RESIDENTIAL	TOWN CENTER
34	BLUE MONKEY PROPERTIES LLC			20171213001647850	SF15	RESIDENTIAL	TOWN CENTER

EXHIBIT A
LEGAL DESCRIPTION
621.07 ACRES

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

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

THENCE with said centerline of the Burlington Northern Railroad, North 11°23'13" East, a distance of 2716.96 feet to a point for corner;

THENCE leaving the centerline of the Burlington Northern Railroad, the following courses and distances two wit:
South 89°15'40" West, a distance of 123.47 feet to a point for corner;
North 00°57'41" West, a distance of 2704.85 feet to a point in the centerline of First Street;

THENCE with the centerline of First Street, the following courses and distances to wit:
North 89°37'06" East, a distance of 509.94 feet to a point for corner;
South 86°07'09" East, a distance of 202.29 feet to a point for corner;
North 89°38'54" East, a distance of 454.43 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
South 00°45'07" West, a distance of 313.06 feet to a point for corner;
North 89°29'33" East, a distance of 481.12 feet to a point for corner;
North 00°21'57" West, a distance of 311.69 feet to a point for corner in the centerline of said First Street;

THENCE with the centerline of First Street, North 89°38'54" East, a distance of 377.25 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
South 00°06'52" East, a distance of 314.43 feet to a point for corner;
North 89°49'10" East, a distance of 189.92 feet to a point for corner;
North 00°09'58" West, a distance of 104.29 feet to a point for corner;
North 89°41'07" East, a distance of 455.63 feet to a point for corner in the centerline of Coleman Street;

THENCE with the centerline of said Coleman Street, South 00°05'32" East, a distance of 177.82 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
South 89°56'58" East, a distance of 257.38 feet to a point for corner;
North 02°09'39" East, a distance of 71.99 feet to a point for corner;
North 89°18'22" East, a distance of 555.18 feet to a point for corner;
South 00°58'50" East, a distance of 673.52 feet to a point for corner;
South 76°42'56" East, a distance of 185.47 feet to a point for corner;
South 76°51'24" East, a distance of 321.53 feet to a point for corner;
South 89°06'24" East, a distance of 1107.37 feet to a point for corner in the centerline of Craig Road;

THENCE with the centerline of said Craig Road, North 00°04'32" East, a distance of 842.40 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
North 89°30'30" East, a distance of 205.11 feet to a point for corner;
North 00°05'59" West, a distance of 299.98 feet to a point for corner in the centerline of said First Street;

THENCE with the centerline of First Street, North 89°31'34" East, a distance of 1084.95 feet to a point for corner;

THENCE leaving the centerline of said First Street, the following courses and distances to wit:
South 01°02'13" East, a distance of 1546.12 feet to a point for corner;
South 89°20'50" West, a distance of 899.18 feet to a point for corner;
South 32°50'09" West, a distance of 339.04 feet to a point for corner;
North 54°21'33" West, a distance of 401.98 feet to a point for corner in the east right-of-way line of Preston Road (State Highway 289 - variable width ROW);
THENCE with said east right-of-way line, South 33°37'47" West, a distance of 423.21 feet to a point for corner;

THENCE leaving said east right-of-way line, he following courses and distances to wit:
South 54°19'15" East, a distance of 408.23 feet to a point for corner;
South 00°03'08" East, a distance of 3183.53 feet to a point for corner in the centerline of said U.S. Highway 380;

THENCE with said centerline, the following courses and distances to wit:
South 89°12'47" West, a distance of 2794.95 feet to a point for corner;
South 89°46'43" West, a distance of 2671.91 feet to the **POINT OF BEGINNING** and containing 621.07 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

EXHIBIT "A"
FOR ZONING CASE NO. Z21-0004
GATES OF PROSPER
BEING 621.07 ACRES OUT OF THE COLLIN COUNTY SCHOOL SURVEY, ABSTRACT NO. 147 B. RENISON SURVEY, ABSTRACT NO. 755 J. YARNALL SURVEY ABSTRACT NO. 1038 TOWN OF PROSPER, COLLIN COUNTY, TEXAS

Applicant:
Kimley-Horn and Associates, Inc.
106 West Louisiana Street
McKinney, TX 75069
Ph. 469-301-2590
Contact : Joe Riccardi

Owner:
380 & 289 LP
1 Cowboys Way
Frisco, TX 75034
Ph. 972-497-4367

Owner:
183 Land Corporation, Inc.
1 Cowboys Way
Frisco, TX 75034
Ph. 972-497-4367

Kimley»Horn
260 East Davis Street, Suite 100
McKinney, Texas 75069 FIRM # 10115500 Tel. No. (469)-201-2590

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	RAB	RAK	Feb 2021	068109030	2 OF 2

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FILE NAME: K:\MKN_CIVIL\068109030\4-GATES OF PROSPER\CAD\EXHIBITS\20210212 - GATES ZONING EXHIBIT.DWG PLOTTED BY KORUS, RACHEL 7/31/2021 3:55 PM LAST SAVED 3/3/2021 8:55 AM

BEING a tract of land situated in the Collin County School Land No. 12 Survey, Abstract No.147, the Ben Renison Survey, Abstract No. 755, and the John Yarnell Survey, Abstract No. 1038, the Town of Prosper, Collin County, Texas and being a portion of Block B, Lot 1 and Lot 2 of the Gates of Prosper, Phase 2, an addition to the Town of Prosper, according to the Conveyance Plat recorded in Volume 2020, Page 807 of the Plat Records of said county, same being a part of Tract 2, a called 4.448 acres tract described in a Warranty Deed to GOP #2 LLC, as recorded in Instrument No. 20190605000841620 of the Official Public Records of said county, a part of a called 157.1346 acres tract described in a Deed to 289 (Preston) & 380, LP, as recorded in 20121221001629970 and 20121221001629970 of said Official Public Records, a part of Tract Seven, a called 123.850 acres tract described in Deed to 289 (Preston) & 380 L.P., as recorded in Instrument No. 2019011800061180 of said Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set for the southerly, southeast corner of said Block b, Lot 2, same being at the intersection of the northwesterly right-of-way line of State Highway 289 (Preston Road) (variable width Right-of-way) with the northerly right-of-way line of University Drive (U. S. Highway 380) (variable width Right-of-way);

THENCE along the northerly right-of-way line of said University Drive (U. S. Highway 380) and the southerly line of said Lot 2, the following courses and distances:

South 89°12'09" West, a distance of 792.64 feet to a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set;

South 84°43'41" West, a distance of 92.74 feet to a 1/2 inch iron rod found for corner;

North 89°50'14" West, a distance of 430.49 feet to a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set for corner;

North 87°55'41" West, a distance of 42.02 feet to a point for corner;

THENCE North 00°00'00" East, departing the northerly right-of-way line of said University Drive (U. S. Highway 380), the southerly line of said Lot 2, crossing said Lot 2, a distance of 923.23 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 4°02'38", a radius of 850.00 feet, a chord bearing and distance of South 87°58'41" East, 59.98 feet;

THENCE in an easterly direction, continuing across said Lot 2, with said curve to the left, an arc distance of 59.99 feet to a point for corner;

THENCE North 90°00'00" East, continuing across said Lot 2, a distance of 747.44 feet to a point at the beginning of a tangent curve to the left having a central angle of 90°00'00", a radius of 650.00 feet, a chord bearing and distance of North 45°00'00" East, 919.24 feet;

THENCE in a northeasterly direction, continuing across said Lot 2, with said curve to the left, an arc distance of 1021.02 feet to a point for corner;

THENCE South 00°00'00" East, continuing across said Lot 2, a distance of 301.08 feet to a point for corner;

THENCE North 90°00'00" East, continuing across said Lot 2, passing the common line of said Lot 2 and aforesaid Block b, Lot 1, continuing across said Lot 1, a distance of 927.55 feet to a point for corner;

THENCE South 52°50'32" East, continuing across said Lot 1, a distance of 25.77 feet to a point for corner on the southeasterly line of said Lot 1 and the northwesterly right-of-way line of aforesaid State Highway 289 (Preston Road);

THENCE along the northwesterly right-of-way line of said U. S. Highway 289 (Preston Road), the southeasterly line of said Lot 1 and the southeasterly line of aforesaid Lot 2, the following courses and distances:

South 37°09'28" West, a distance of 358.47 feet to a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set;

South 44°07'24" West, a distance of 418.54 feet to a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set for corner;

North 60°08'40" West, a distance of 32.61 feet to a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set for corner;

North 16°37'20" West, a distance of 93.29 feet to a 5/8 inch iron rod found for corner;

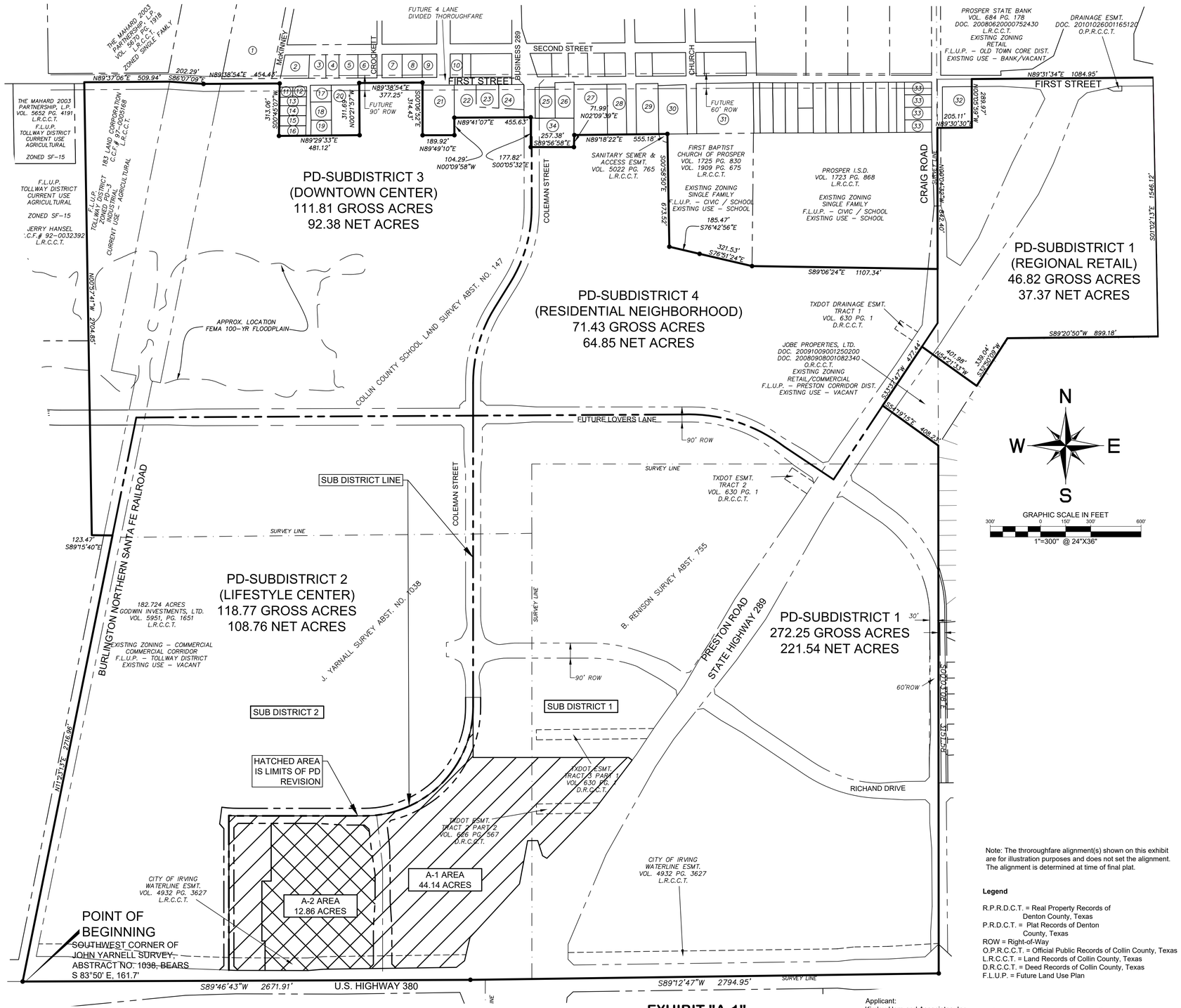
South 89°43'04" West, passing at a distance of 30.16 feet, a 1/2 inch iron rod found for the most westerly southwest corner of the aforementioned Tract Seven, continuing a total distance of 59.48 feet to a 5/8 inch iron rod found;

South 10°42'09" West, a distance of 261.71 feet to a TxDot aluminum disk found for corner;

South 42°38'30" West, a distance of 436.76 feet to a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set;

South 13°02'09" West, a distance of 142.64 feet to a TxDot aluminum disk found for corner;

South 51°12'09" West, a distance of 62.97 feet to the **POINT OF BEGINNING** and containing 44.137 acres (1,922,620 square feet) of land, more or less.



Note: The throroughfare alignment(s) shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of final plat.

Legend

R.P.R.D.C.T. = Real Property Records of Denton County, Texas
P.R.D.C.T. = Plat Records of Denton County, Texas
ROW = Right-of-Way
O.P.R.C.C.T. = Official Public Records of Collin County, Texas
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D.R.C.C.T. = Deed Records of Collin County, Texas
F.L.U.P. = Future Land Use Plan

EXHIBIT "A-1"
FOR ZONING CASE NO. Z21-0004
GATES OF PROSPER
BEING 44.14 ACRES OUT OF THE COLLIN COUNTY SCHOOL SURVEY, ABSTRACT NO. 147 B. RENISON SURVEY, ABSTRACT NO. 755 J. YARNALL SURVEY ABSTRACT NO. 1038 TOWN OF PROSPER, COLLIN COUNTY, TEXAS

Applicant:
Kimley-Horn and Associates, Inc.
260 East Davis St, Suite 100
McKinney, TX 75069
Ph. 469-301-2580
Contact : Joe Riccardi

Owner:
380 & 289 LP
1 Cowboys Way
Frisco, TX 75034
Ph. 972-497-4367

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Kimley»Horn
260 EAST DAVIS ST, SUITE 100
McKinney, Texas 75069
FIRM # 10115500
Tel. No. (469)-301-2580

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 300'	RAB	RAK	Feb 2021	068109030	1 OF 2

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I:\NAME.K.MKN_CIVIL\068109030\GATES OF PROSPER\CAD\EXHIBITS\20210211 - GATES ZONING EXHIBIT A-1.DWG PLOTTED BY BECKLER, RACHEL 3/3/2021 8:55 AM LASTSAVED 3/3/2021 8:28 AM

Property ID	Owner	Volume	Page	Doc. No.	Existing Zoning	Existing Land Use	Future Land Use
1	COSERV PROPERTY HOLDINGS LLC			20140812000856950	DTC	INDUSTRIAL	OLD TOWN CORE DISTRICT
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12	DARIL R NIX REVOCABLE LVG TRUST	94-	0014368		SF-15	RESIDENTIAL	TOWN CENTER
13	FRANCISCO IBARRA	5848	4553		SF-15	RESIDENTIAL	TOWN CENTER
14	SAYDA HERNANDEZ	5982	2009		SF-15	RESIDENTIAL	TOWN CENTER
15	JOSE & ISIDRA GRANADOS	97-	0003293		SF-15	RESIDENTIAL	TOWN CENTER
16	JOSE & ISIDRA GRANADOS	97-	0003293		SF-15	RESIDENTIAL	TOWN CENTER
17	JOSE & MARIA E. GONZALEZ JOSE	1395	0333		SF-15	RESIDENTIAL	TOWN CENTER
18	FLAVIO IBARRA LOZANO	99-0132985	4531-2501		SF-15	RESIDENTIAL	TOWN CENTER
19	SAYDA HERNANDEZ			20070509000626600	SF-15	RESIDENTIAL	TOWN CENTER
20	BLUE STAR LAND LP			20140411000350200	SF-15	RESIDENTIAL	TOWN CENTER
21	SHRADER SANDRA OMOHUNDRO			20170925001280500	SF-15	RESIDENTIAL	TOWN CENTER
22	183 LAND CORPORATION INC	97-	0005168		SF-15	RESIDENTIAL	TOWN CENTER
23	FIRST PRESBYTERIAN CHURCH	14700102			SF-15	Church	TOWN CENTER
24	PRESBYTERIAN CHURCH				SF-15	Church	TOWN CENTER
25	VISION AND STRUCTURE LLC			20200903001480220	DTO	RESIDENTIAL	TOWN CENTER
26	BLISS PET RESORT LLC			20151230001621710	C	COMMERCIAL	TOWN CENTER
27	HOLLMAN HOLDING LLC			20190830001065010	SF-15	RESIDENTIAL	TOWN CENTER
28	MONTE & BARBARA KAUFFMAN	2904	892		SF-15	RESIDENTIAL	TOWN CENTER
29	FIRST BAPTIST CHURCH PROSPER	01-0130186	5023-3304		DTO	CHURCH	TOWN CENTER
30	ERNEST MAHARD, JR.				DTO	COMMERCIAL	TOWN CENTER
31	MAHARD EGG FARM INC				DTO	COMMERCIAL	TOWN CENTER
32	TOWN OF PROSPER			20070709000937360	RETAIL	COMMERCIAL	TOWN CENTER
33	GRIFFIN 4 HOLDINGS LLC			20170803001030760	DTO	RESIDENTIAL	TOWN CENTER
34	BLUE MONKEY PROPERTIES LLC			20171213001647850	SF15	RESIDENTIAL	TOWN CENTER

BEING a tract of land situated in the Collin County School Land No. 12 Survey, Abstract No.147, the Ben Renison Survey, Abstract No. 755, and the John Yarnell Survey, Abstract No. 1038, the Town of Prosper, Collin County, Texas and being a portion of Block B, Lot 1 and Lot 2 of the Gates of Prosper, Phase 2, an addition to the Town of Prosper, according to the Conveyance Plat recorded in Volume 2020, Page 807 of the Plat Records of said county, same being a part of Tract 2, a called 4.448 acres tract described in a Warranty Deed to GOP #2 LLC, as recorded in Instrument No. 20190605000641620 of the Official Public Records of said county, a part of a called 157.1346 acres tract described in a Deed to 289 (Preston) & 380, LP, as recorded in 20121221001629970 and 20121221001629970 of said Official Public Records, a part of Tract Seven, a called 123.850 acres tract described in Deed to 289 (Preston) & 380 L.P., as recorded in Instrument No. 20190118000611180 of said Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set for the southerly, southeast corner of said Block b, Lot 2, same being at the intersection of the northwesterly right-of-way line of State Highway 289 (Preston Road) (variable width Right-of-way) with the northerly right-of-way line of University Drive (U. S. Highway 380) (variable width Right-of-way);

THENCE along the northerly right-of-way line of said University Drive (U. S. Highway 380) and the southerly line of said Lot 2, the following courses and distances:

South 89°12'09" West, a distance of 792.64 feet to a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set;

South 84°43'41" West, a distance of 92.74 feet to a 1/2 inch iron rod found for corner;

North 89°50'14" West, a distance of 430.49 feet to a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set for corner;

North 87°55'41" West, a distance of 42.02 feet to a point for corner;

THENCE North 00°00'00" East, departing the northerly right-of-way line of said University Drive (U. S. Highway 380), the southerly line of said Lot 2, crossing said Lot 2, a distance of 923.23 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 4°02'38", a radius of 850.00 feet, a chord bearing and distance of South 87°58'41" East, 59.98 feet;

THENCE in an easterly direction, continuing across said Lot 2, with said curve to the left, an arc distance of 59.99 feet to a point for corner;

THENCE North 90°00'00" East, continuing across said Lot 2, a distance of 747.44 feet to a point at the beginning of a tangent curve to the left having a central angle of 90°00'00", a radius of 650.00 feet, a chord bearing and distance of North 45°00'00" East, 919.24 feet;

THENCE in a northeasterly direction, continuing across said Lot 2, with said curve to the left, an arc distance of 1021.02 feet to a point for corner;

THENCE South 00°00'00" East, continuing across said Lot 2, a distance of 301.08 feet to a point for corner;

THENCE North 90°00'00" East, continuing across said Lot 2, passing the common line of said Lot 2 and aforesaid Block b, Lot 1, continuing across said Lot 1, a distance of 927.55 feet to a point for corner;

THENCE South 52°50'32" East, continuing across said Lot 1, a distance of 25.77 feet to a point for corner on the southeasterly line of said Lot 1 and the northwesterly right-of-way line of aforesaid State Highway 289 (Preston Road);

THENCE along the northwesterly right-of-way line of said U. S. Highway 289 (Preston Road), the southeasterly line of said Lot 1 and the southeasterly line of aforesaid Lot 2, the following courses and distances:

South 37°09'28" West, a distance of 358.47 feet to a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set;

South 44°07'24" West, a distance of 418.54 feet to a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set for corner;

North 60°08'40" West, a distance of 32.61 feet to a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set for corner;

North 16°37'20" West, a distance of 93.29 feet to a 5/8 inch iron rod found for corner;

South 89°43'04" West, passing at a distance of 30.16 feet, a 1/2 inch iron rod found for the most westerly southwest corner of the aforementioned Tract Seven, continuing a total distance of 59.48 feet to a 5/8 inch iron rod found;

South 10°42'09" West, a distance of 261.71 feet to a TxDot aluminum disk found for corner;

South 42°38'30" West, a distance of 436.76 feet to a 5/8 inch iron rod with a red plastic cap, stamped "KHA", set;

South 13°02'09" West, a distance of 142.64 feet to a TxDot aluminum disk found for corner;

South 51°12'09" West, a distance of 62.97 feet to the **POINT OF BEGINNING** and containing 44.137 acres (1,922,620 square feet) of land, more or less.

EXHIBIT "A-1"
FOR ZONING CASE NO. Z21-0004
GATES OF PROSPER
BEING 44.14 ACRES OUT OF THE COLLIN COUNTY SCHOOL SURVEY, ABSTRACT NO. 147 B. RENISON SURVEY, ABSTRACT NO. 755 J. YARNALL SURVEY ABSTRACT NO. 1038 TOWN OF PROSPER, COLLIN COUNTY, TEXAS

Applicant:
Kimley-Horn and Associates, Inc.
260 East Davis St, Suite 100
McKinney, TX 75069
Ph. 469-301-2580
Contact : Joe Riccardi

Owner:
380 & 289 LP
1 Cowboys Way
Frisco, TX 75034
Ph. 972-497-4367

Owner:
183 Land Corporation, Inc.
1 Cowboys Way
Frisco, TX 75034
Ph. 972-497-4367

Kimley»Horn
260 EAST DAVIS ST, SUITE 100
McKinney, Texas 75069
FIRM # 10115500
Tel. No. (469)-301-2580

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	RAB	RAK	Feb 2021	068109030	2 OF 2

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I:\NAME-K\MISC_CIVIL\068109030\GATES OF PROSPER\CAD\EXHIBITS\2021\21 - GATES ZONING EXHIBIT A-1.DWG PLOTTED BY BECKLER, RACHEL 3/3/2021 8:16 AM LAST SAVED 3/1/2021 9:05 PM

BLUE STAR LAND

8000 Warren P
Building 1, Suite 100
Frisco, Texas 75034

972-867-1886
Fax: 214-387-7781

August 1, 2025

David Hoover
Director of Development Services
Town of Prosper
250 W. First St.
Prosper, TX 75078

Re: *Letter of Intent to Amend Zoning for PD 67, Gates of Prosper, Subdistricts two and three.*

Mr. Hoover:

The Gates of Prosper is an existing master planned development located along either side of Preston Road just north of U.S. Highway 380 comprising approximately 621 acres. The current Planned Development Zoning Ordinance for this property was approved by the Prosper Town Council in April of 2014 and has been amended three times since then. This letter of intent is to amend the zoning for two of the four subdistricts located within this planned development. The purpose of the requested amendments are described below.

Subdistrict Two is characterized as the Lifestyle Center of the development, the purpose of which is to provide a compact, neighborhood and pedestrian-scale mixture of office, retail, personal service, residential and community activities on single or contiguous building sites. A significant amount of retail space has already been developed within this subdistrict and construction is currently under way to provide 600 multi-family residences. The proposed amendment will allow the construction of up to 600 additional multi-family residences within this subdistrict. Doing so will provide the opportunity to further energize the area with a local population which will lend to the success of the retail businesses in the area. The additional multifamily units will be constructed to meet the development standards of the existing planned development.

Subdistrict Three is characterized as the Downtown Center of the development, the purpose of which is to provide an active living and working community benefitting from its proximity to the existing town core and the planned Lifestyle and/or Regional Retail Centers to the south. The original concept for this subdistrict anticipated that this area would consist primarily of commercial office space along with some complimentary residential housing made up of townhome units. With the shifting trends away from the office following the pandemic, we believe that a reduction in office space is justified and that a higher and better use for the property at this time would be additional residential units. The proposed amendment would allow for the addition of detached, single family residences, along with the townhomes that would serve to fill a need for those seeking a high quality residence in the Town of Prosper on a more urban style lot. The additional detached residential units would generally consist of front loaded lots that are typically 55' x 125'.

We believe that the proposed amendments to PD 67 will further enhance the success of the Gates of Prosper and will provide a complimentary transition to the downtown area of Prosper.

Should you have questions or require additional information, please do not hesitate to contact me at (214) 728-9274 or at sshipp@bluestarland.net.

Sincerely,



Wm. Scott Shipp, P.E.
Director of Engineering

Proposed Amendment to PD – 67 – Gates of Prosper

Summary of Changes

Subdistrict 2

1. **Addition of 600 multi-family dwelling units within the future Town Center area.**

Subdistrict 3

1. **Addition of single family dwelling units.**
    a. **Typical 55'x125' lots**
    b. **Street loaded driveways**
    c. **Lots may be center loaded or zero lot line patio homes.**
2. **Maintain Commercial frontage along First Street.**

GATES OF PROSPER

Planned Development Ordinance

BLUE STAR LAND

LINCOLN PROPERTY COMPANY

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

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

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APPENDICES

Appendix A—Zoning Exhibit & Legal Description (Exhibit “A”)

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

Appendix B—Conceptual Development Plan (Exhibit “D”)

RELATIONSHIP TO TOWN OF PROSPER COMPREHENSIVE PLAN

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

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

EXHIBIT "A"

LEGAL DESCRIPTION

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

LEGAL DESCRIPTION
621.07 ACRES

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

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

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

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

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

THENCE leaving said centerline, the following courses and distances to wit:

South 00º45’07” West, a distance of 313.06 feet to a point for corner;
North 89º29’33” East, a distance of 481.12 feet to a point for corner;
North 00º21’57” West, a distance of 311.69 feet to a point for corner in the centerline of said First Street;

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

THENCE leaving said centerline, the following courses and distances to wit:
South 00º06’52” East, a distance of 314.43 feet to a point for corner;
North 89º49’10” East, a distance of 189.92 feet to a point for corner;
North 00º09’58” West, a distance of 104.29 feet to a point for corner;
North 89º41’07” East, a distance of 455.63 feet to a point for corner in the centerline of Coleman Street;

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

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

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

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

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

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

THENCE leaving said east right-of-way lien, he following courses and distances to wit:
South 54º19’15” East, a distance of 408.23 feet to a point for corner;

South 00º03’08” East, a distance of 3183.53 feet to a point for corner in the centerline of said U.S. Highway 380;

THENCE with said centerline, the following courses and distances to wit:

South 89º12’47” West, a distance of 2794.95 feet to a point for corner;

South 89º46’43” West. a distance of 2671.91 feet to the POINT OF BEGINNING and containing 621.07 acres of land.

EXHIBIT “A-1”
LEGAL DESCRIPTION

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

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

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

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

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

South 40°20’31” West, a distance of 85.55 feet to a corner;

South 33°38’35” West, a distance of 300.00 feet to a corner;

South 37°27’25” West, a distance of 300.67 feet to a corner;

South 33°38’35” West, a distance of 208.89 feet to the POINT OF BEGINNING of the herein described tract;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Along the arc of said curve to the left, through a central angle of 30°02’25”, having a radius of 83.00 feet, a chord bearing of North 76°18’49” West, a chord distance of 43.02 feet and an arc length of 43.52 feet to the end of said curve;

North 00°00’00” East, a distance of 84.31 feet to the point of curvature of a non-tangent curve to the left;

Along the arc of said curve to the left, through a central angle of 13°19’52”, having a radius of 338.00 feet, a chord bearing of North 75°21’32” East, a chord distance of 78.47 feet and an arc length of 78.64 feet to the point of compound curvature of a curve to the left;

Along the arc of said curve to the left, through a central angle of 39°59’13”, having a radius of 38.00 feet, a chord bearing of North 48°42’00” East, a chord distance of 25.99 feet and an arc length of 26.52 feet to the point of tangency of said curve;

North 28°42’24” East, a distance of 36.82 feet to the point of curvature of a tangent curve to the left;

Along the arc of said curve to the left, through a central angle of 35°41’21”, having a radius of 83.00 feet, a chord bearing of North 10°51’43” East, a chord distance of 50.87 feet and an arc length of 51.70 feet to the point of tangency of said curve;

North 06°58’57” West, a distance of 35.50 feet to the point of curvature of a tangent curve to the right;

Along the arc of said curve to the right, through a central angle of 06°58’57”, having a radius of 546.00 feet, a chord bearing of North 03°29’29” West, a chord distance of 66.50 feet an an arc length of 66.54 feet to the point of tangency of said curve;

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

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

North 03°48’51” West, a distance of 150.33 feet to a corner;
North 00°00’00” East, a distance of 125.00 feet to a corner;
North 45°00’00” West, a distance of 35.36 feet to a corner;
North 00°00’00” East, a distance of 110.00 fee to a corner;
North 45°00’00” East, a distance of 35.36 feet to a corner;
North 90°00’00” East, a distance of 110.00 feet to a corner;
South 45°00’00” East, a distance of 35.36 feet to a corner;
North 90°00’00” East, a distance of 150.00 feet to a corner;

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

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

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

EXHIBIT "B"

PLANNED DEVELOPMENT STATEMENT OF INTENT & PURPOSE

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

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

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

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

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EXHIBIT "C"
PLANNED DEVELOPMENT STANDARDS

1.0 PLANNED DEVELOPMENT GENERAL PROVISIONS

1.1 GENERAL

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

1.2 SUBDISTRICTS DEFINED

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

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

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

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

2.0 SUBDISTRICT 1—REGIONAL RETAIL

2.1 GENERAL PURPOSE AND DESCRIPTION

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

2.2 SITE CRITERIA

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

Table 2-1. Size of Yards

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

Notes

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

Table 2-2. Size of Lots and Lot Coverage

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

Notes

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

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

2.3 BUILDING CRITERIA

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

Table 2-3. Maximum Building Height

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

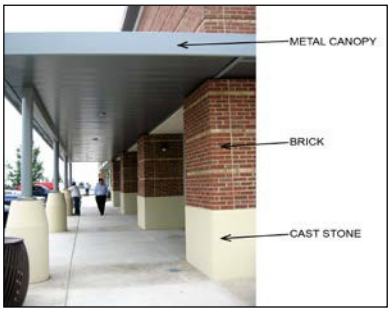
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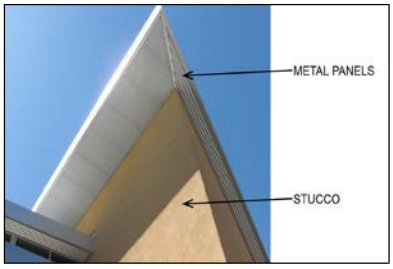
1. Non-habitable elements integral to the design of buildings shall be allowed to exceed the height limit in accordance with Ordinance Chapter 4 Section 9.5.

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

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

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







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

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







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

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







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







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

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

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

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

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

2.4 PERMITTED USES

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

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

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

2.5 CONCEPTUAL RENDERING

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

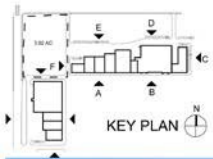



la Manna
The Gates of PROSPER


SPORT STORE


CASE
PROMO
BOUTIQUE

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





SOUTH ELEVATION - FRONT "A"



SOUTH ELEVATION - FRONT "B"



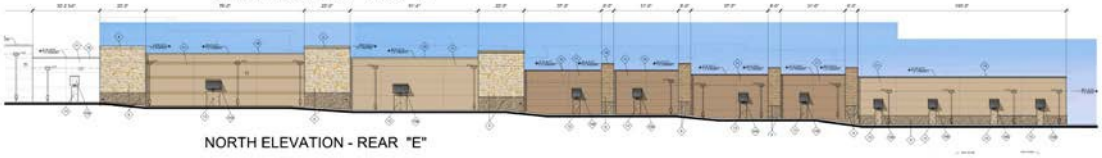
EAST ELEVATION - FRONT "C"



NORTH ELEVATION - REAR "D"

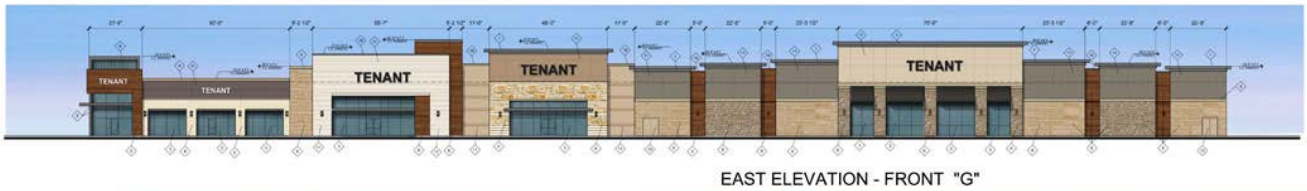


WEST ELEVATION - SIDE "F"



NORTH ELEVATION - REAR "E"

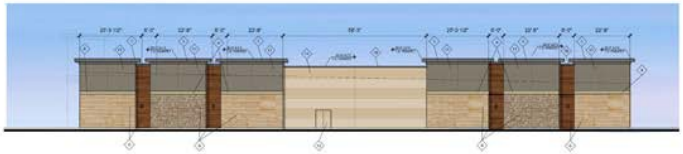
1.



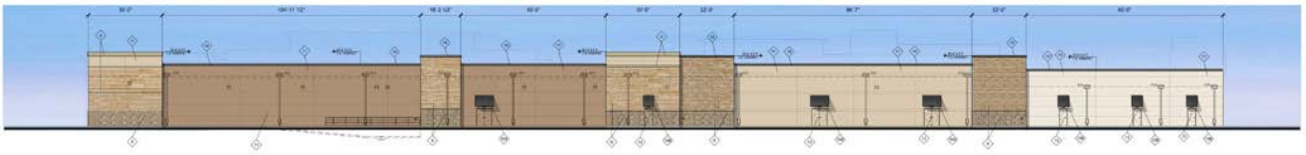
EAST ELEVATION - FRONT "G"



SOUTH ELEVATION - FRONT "J"

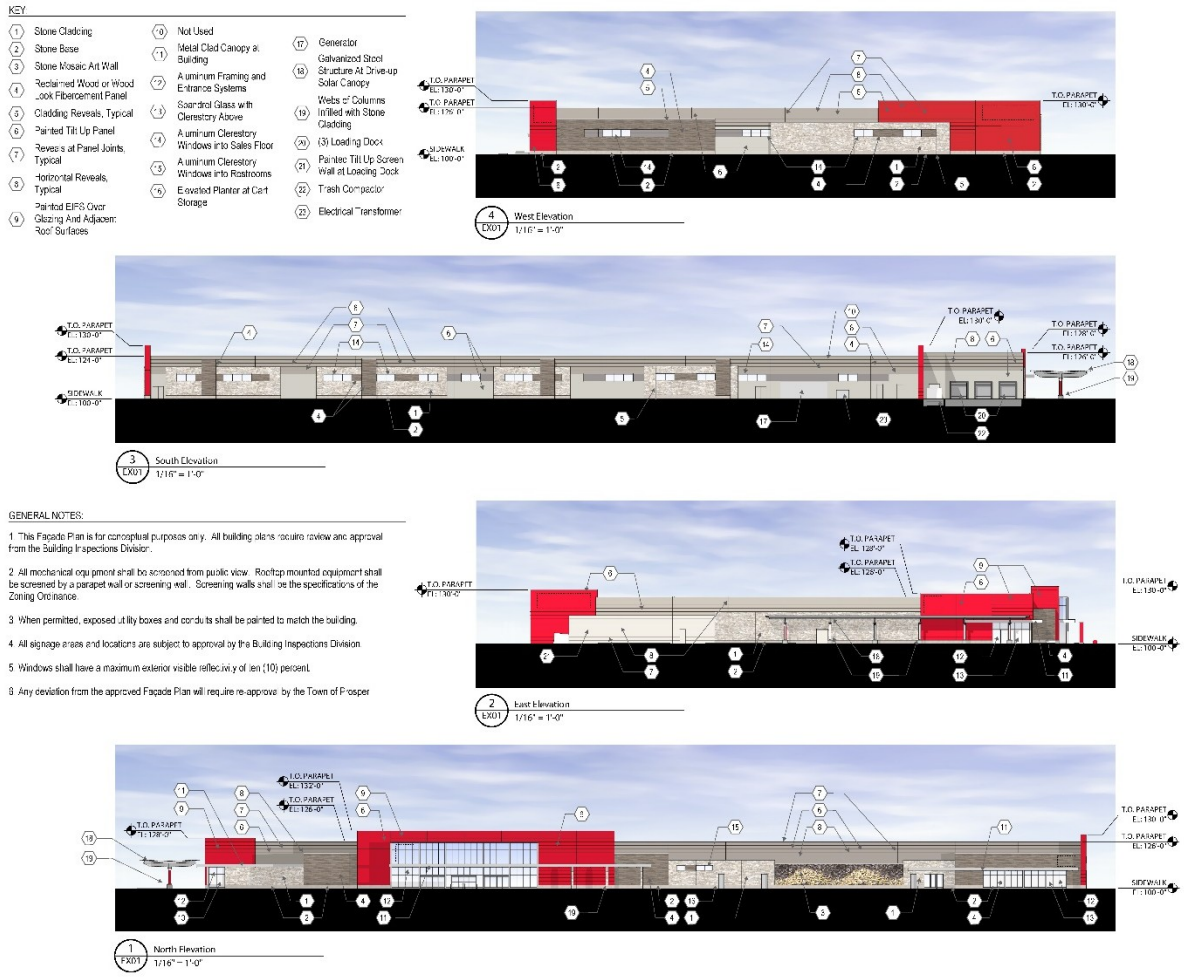


NORTH ELEVATION - SIDE "H"



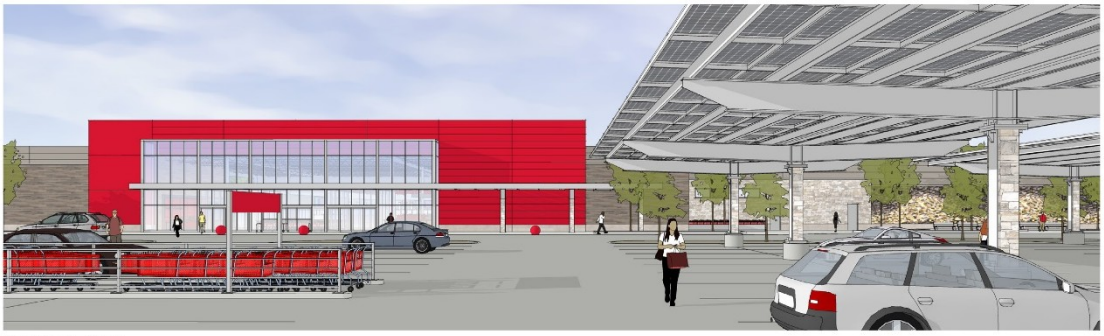
WEST ELEVATION - REAR "I"

*2.*5.2 The following conceptual elevations and renderings shall be representative of the architectural style, colors and material selections and placement for the building located within Area A-2, as depicted on Exhibit A-1.





View from the Northwest



View from the North



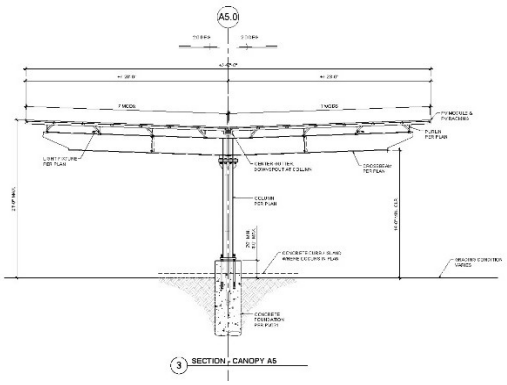
Birds Eye View from the Northwest

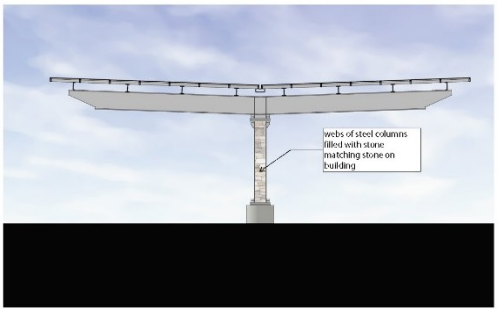


View from the North East



View from the West


A5.0
SECTION - CANOPY A5


webs of steel columns
filled with stone
matching stone on
building

3.0 SUBDISTRICT 2—LIFESTYLE CENTER

3.1 GENERAL PURPOSE AND DESCRIPTION

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

3.2 SITE CRITERIA

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

Table 3-1. Size of Yards

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

Notes

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

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

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

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

Notes

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

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

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

Notes

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

3.2.2 Minimum Dwelling Area.

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

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

3.2.3 Maximum Residential Dwelling Units. The maximum number of multi-family residential dwelling units allowed within Sudistrict 2 shall be 1200 units. . The maximum number of townhome dwelling units allowed within Sudistrict 2 shall be 150 units. However, the maximum allowed number of townhome units in this subdistrict shall be reduced by the number of townhome units constructed in any other subdistrict, such that the maximum allowable number of townhome units for this Planned Development District does not exceed 150 units.

3.2.4 Location Requirements for Multifamily and Townhome Construction. Apartments shall be constructed in (i) that portion of Subdistrict 2 immediately east of the BNSF railroad line, south of Lovers Lane, north of the Lifestyle Center and west of the

proposed north-south greenbelt, (ii) the area bordered on the north by Lovers Lane, on the east by Coleman Street, on the south by the Lifestyle Center, and on the west by the proposed north-south greenbelt, and, and (iii) that portion of land identified as the Lifestyle Center which is located west of Coleman Road, south of Richland Boulevard, east of the BNSF railroad line and north of Gates Parkway. Townhomes may be constructed in (i) the same locations as the apartments referenced herein, and (ii) in subdistrict 3 in accordance with the requirements therein.

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

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

3.3 BUILDING CRITERIA

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

Table 3-6. Maximum Building Height

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

Notes

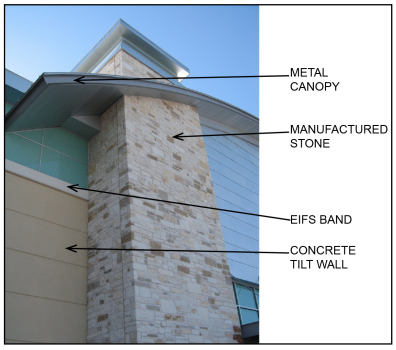
1. Non-habitable elements integral to the design of buildings shall be allowed to exceed the height limit in accordance with the Town's Zoning Ordinance Chapter 4, Section 9.5.
2. Includes all non-residential buildings except hotel, office buildings and mixed use. Hospitals will have an allowed height of 12 stories.
3. Refer to Section 8.0 for definition of building type.
4. No structure shall exceed two stories or 40' when located 150 feet or less from a single family zoning district.
5. Main parking structure should not exceed the height of adjacent building it is serving. The maximum allowed height is reduced to 40' if predominately visible to public ROW unless otherwise approved by the Town.
6. The minimum height of a townhome is 2 stories.

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

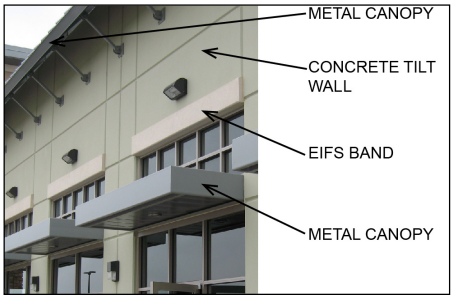
3.3.3 Building Materials. Exterior materials used in the construction of buildings shall comply with the following standards.

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

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











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

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

4. A minimum of twenty (20) percent of the rear façade of any building along U.S. Highway 380 shall be natural or manufactured stone. All other rear facades facing a public right-of-way shall be a minimum of ten (10) percent natural or manufactured stone unless a landscape screen consisting of a double row of evergreen canopy trees is provided along said right-of-way.
5. Windows, doors, porches, gables, balconies and accent materials shall be excluded from the façade area for the purposes of calculating primary building materials.





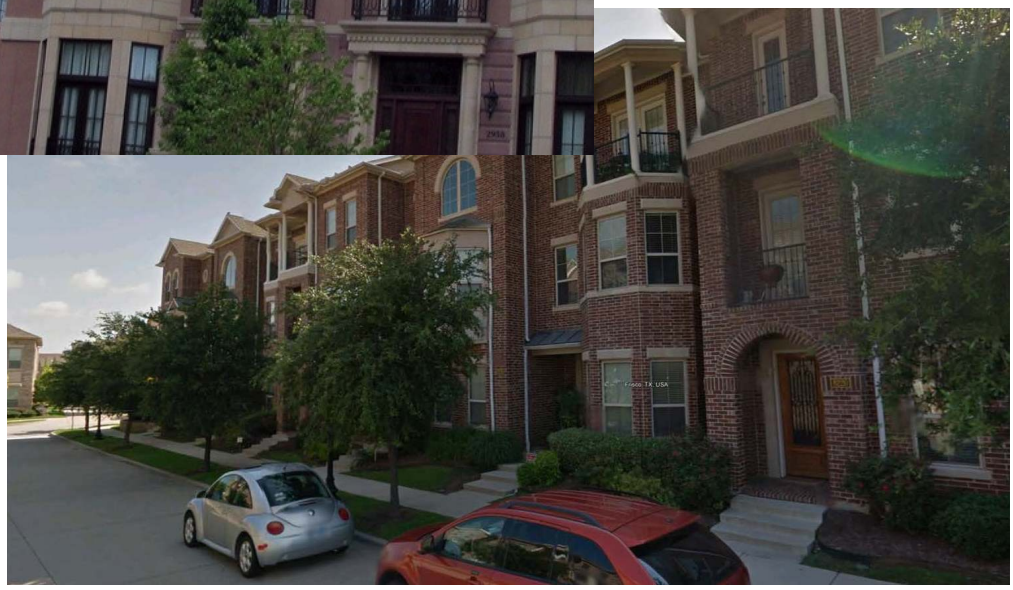


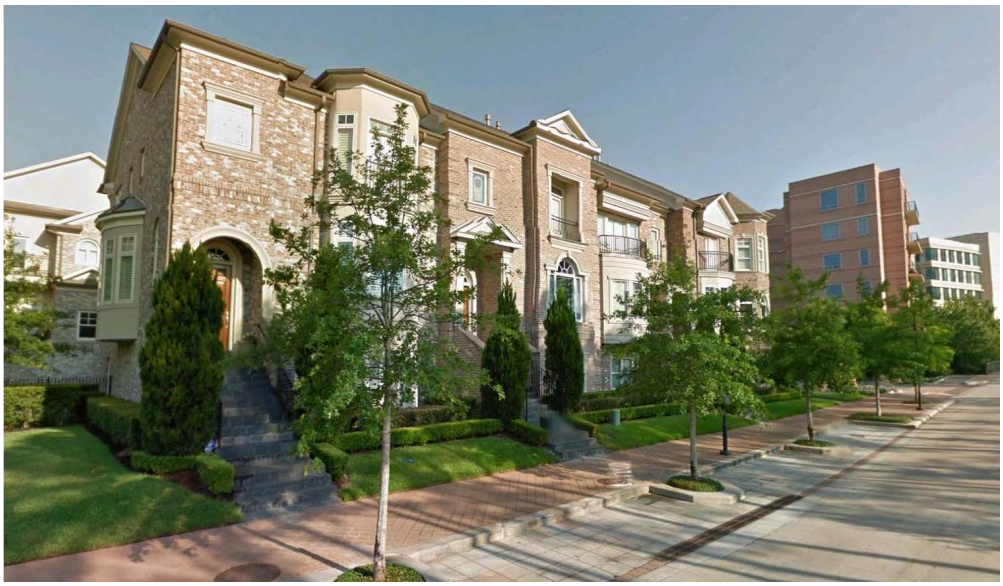
b. Townhome building types shall comply with the following standards.
   1. The exterior facades shall be constructed at 100% masonry. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, stucco (second floor or above), and cementicious fiber board (not to exceed 50% of 2nd story, in a different vertical plane and above of any façade area). Windows, doors and dormers shall be excluded from the façade area for the purpose of calculating primary building materials.
   2. Townhomes shall be a minimum of two stories.
   3. Each townhome unit shall have an attached garage. Garages shall open to the rear of the townhome and shall not face the public right-of-way.

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









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

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







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





3.3.7 Building Articulation.

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



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





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

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

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

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

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

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

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

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

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

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

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

3.4 MULTIFAMILY CRITERIA

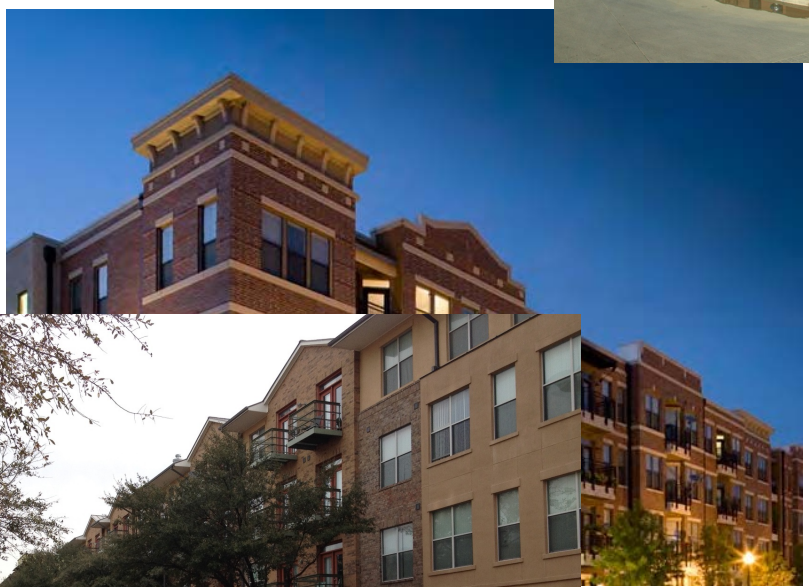
Multifamily construction within this development shall conform to the following urban-style criteria:

1. For the multi-family construction located outside of the Lifestyle Center, a minimum of forty (40) percent of the units will have private garages. Structured garages shall qualify as private garages.
2. On-street parallel parking along public and private streets other than major or minor thoroughfares is required and is allowed to count towards the required parking for the adjacent development.
3. All on-site surface parking will be located towards the interior of the site to minimize viewing from surrounding public streets.
4. Tandem parking (ie. One parking space behind either a garage or carport parking space) shall be allowed and considered in the calculation of the required parking.

5. Front porches and/or stoops are required on facades which front public streets.
6. Sidewalks with a minimum clear width of 6' shall be constructed along all public streets adjacent to multifamily developments. Clear width shall be increased to 7' adjacent to vertical mixed use developments.
7. A buffer region shall be established along all streets having on-street parking. The buffer regions shall have a minimum width of six (6) feet and shall be continuous and located adjacent to the curb. This region shall be planted with street trees located a minimum of four (4) feet from the curb at an average spacing of not more than thirty (30) feet on center. Street trees shall be a minimum of three (3) inch caliper when planted. Root barriers shall be used in conjunction with all street trees.
8. Street furniture consisting of a minimum of a bench and a waste receptacle shall be located within the buffer area in at least one location along each block.

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









3.5 PERMITTED USES

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

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

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

4.0 SUBDISTRICT 3—DOWNTOWN CENTER

4.1 GENERAL PURPOSE AND DESCRIPTION

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

4.2 SITE CRITERIA

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

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

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

Notes

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

of the unit.

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

Table 4-2. Size of Lots and Lot Coverage—Non-Residential

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

Notes

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

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

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

Notes

1. Vehicular access for Townhomes shall be provided at the rear of the unit via alleys.
   - All garage doors are to be cedar/wood clad or shall be finished to give the appearance of a real wood door.. Plain metal garage doors are not permitted.

2A minimum building separation of 10 feet is required.

3. Due to the urban nature of this development, the front setback shall not be staggered.
4. If side loaded or zero lot line alternate is used the opposite side yard shall be a minimum of 10'. All buildings shall have a minimum separation of 10'.

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

Housing Type	Minimum Lot Area	Minimum Lot Width[2]	Minimum Lot Depth	Maximum Lot Coverage	Maximum No. of Lots
Townhome	1,800 sq. ft.	20 ft.	90 ft.	90%	150
Single Family	6875 sq. ft.	55 ft.	100 ft.	90%[1]	

Notes

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

4.2.2 Minimum Dwelling Area.

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

b. Single Family . The minimum dwelling area for a single family home on a 55 foot wide lot shall be 1800 square feet.

4.2.3 Maximum Residential Dwelling Units. The maximum number of Townhome units in Subdistrict 3 shall be 150 units. There is no maximum on the allowable number of Single Family detached lots.

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

4.3 BUILDING CRITERIA

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

Table 4-5. Maximum Building Height [5]

Building Type	Height [1]	# Stories
Non-Residential [2]	60 ft.	4
Hotel	80 ft.	5
Office	100 ft.	8
Hospital	100 ft.	8
Townhome	40 ft.	3[4]

Single Family Detached	40 ft.	2
Parking Structures[3]	80 ft.	4

Notes

1. Non-habitable elements integral to the design of buildings shall be allowed to exceed the height limit by a maximum of 20 feet.
2. Does not include hospitals, hotels, office, or medical office buildings.
3. Main parking structure should not exceed the height of adjacent building it is serving. The maximum allowed height is reduced to 40' if generally visible to public ROW.
4. The minimum height of a townhome is two-story.
5. No structure within 750' of First Street can exceed 4-stories in height (60 feet max.).

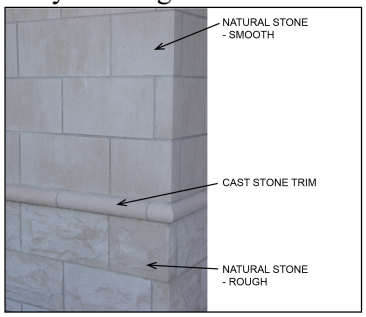
4.3.2 Maximum Building Length. There shall be no maximum length for buildings located within Subdistrict 3. However, all buildings shall be required to conform to the Building Articulation standards set forth in the Town's zoning ordinance.

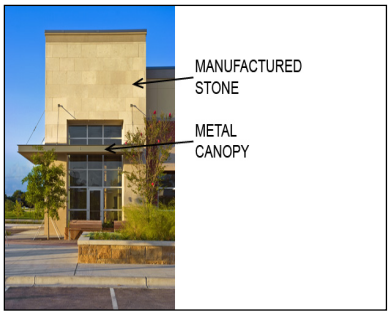
4.3.3 Building Materials. Exterior materials used in the construction of buildings shall comply with the following standards.

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

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

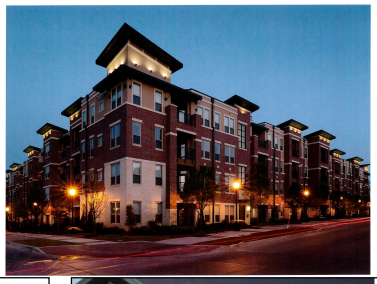






2. The front and side facades of all non-residential buildings shall be finished with a minimum of twenty-five (25) percent natural or manufactured stone. The rear façade of any non-residential building facing a public right-of-way shall be finished with a minimum of ten (10) percent natural or manufactured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

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

4.  



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

1. The exterior facades shall be constructed of 100% masonry. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, stucco (second floor and above), and cementicious fiber board (not to exceed 50% of 2nd story and above of any façade area). Windows, doors, porches, columns and dormers shall be excluded from the façade area for the purpose of calculating primary building materials.
2. Townhomes shall be a minimum of two stories.
3. Each townhome unit shall have an attached garage. Garages shall open to the rear of the townhome and shall not face the public right-of-way.
4. Additional articulation shall be provided on the sides of townhome units that are adjacent to a public street or open space.

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

1. The exterior facades shall be constructed of 100% masonry. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, stucco (second floor and above), and cementicious fiber board (not to exceed 50% of 2nd story and above of any façade area). Windows, doors, porches, columns and dormers shall be excluded from the façade area for the purpose of calculating primary building materials.
2. Architectural features and porches may encroach into required front and rear yards up to five (5) feet.
3. Each Single Family home shall have an attached garage. Garages shall be minimum 2-car.

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

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





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

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





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

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

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

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

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

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

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

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

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

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

4.4 PERMITTED USES

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

Additional commerical uses are allowed for the parcel(s) located on the west side of the railroad as noted in Section 6.7 under Wholesale Uses and Manufacturing/Industrial Uses.

4.4.2 Permitted Use Matrix. The permitted uses within Subdistrict 3 shall be in accordance with the Permitted Use Matrix in Section 6.7 of this Ordinance.

5.0 SUBDISTRICT 4 – RESIDENTIAL NEIGHBORHOOD

5.1 GENERAL PURPOSE AND DESCRIPTION

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

5.2 SINGLE FAMILY RESIDENTIAL TRACT

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

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

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

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

5.2.4 **Area and building regulations**:

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

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

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

   (c) **Minimum Yard Setbacks**.

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

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

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

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

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

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

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

No broom finish concrete driveways will be allowed.

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

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

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

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

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

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

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

(j) **Garages**.

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

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

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

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

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

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

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

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

(c) Doors may incorporate decorative hardware.

(d) Doors may incorporate windows.

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

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

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

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

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

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

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

(m) **Landscaping**.

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

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

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

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

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

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

(c) **Minimum Yard Setbacks**.

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

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

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

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

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

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

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

No broom finish concrete driveways will be allowed.

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

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

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

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

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

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

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

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

(j) **Garages**.

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

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

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

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

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

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

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

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

c. Doors may incorporate decorative hardware.

d. Doors may incorporate windows.

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

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

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

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

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

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

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

(m) **Landscaping**.

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

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

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

TABLE 1

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

5.3 COMMERCIAL TRACT

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

5.4 PERMITTED USES

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

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

6.0 GENERAL REQUIREMENTS

6.1 PLAN APPROVAL PROCESSES

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

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

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

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

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

6.2 OPEN SPACE

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



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

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

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

6.3 PARKING REQUIREMENTS

6.3.1 General. The following general standards shall apply.

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

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

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

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

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

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

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

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

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

j. In the case of mixed uses, uses may share parking spaces where the practicability of shared parking can be demonstrated. The applicant shall submit a parking analysis to the Director of Development Services demonstrating the feasibility of shared parking. The parking analysis shall address, at a minimum, the size and type of the proposed development, location of required parking, the composition of tenants, the anticipated rate of parking turnover, and the anticipated peak parking and traffic loads for all uses that will be sharing off-street parking spaces. The applicant shall also demonstrate that any parking reduction requested as part of the shared parking study will not result in the spillover of parking onto other properties.

k. Outdoor patio and sidewalk dining, as well as other public seating areas, are permitted; these areas shall be included in parking calculations at a rate of 50% of standard requirements.
l. Surface parking is allowed in urban living multifamily development as long as the parking areas other than on-street parking are located internal to the multifamily development and are screened from public right of way through the use of landscaping and/or walls and structures.
m. For vertical mixed use developments, no more than one drive with parking on both sides is allowed between the mixed use structure and the public ROW(s) unless otherwise approved by the Town.

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

- **Assisted Living Facility or Congregate Care Facility:** 1.1 parking spaces per dwelling unit.
- **Automobile Oil Change and Similar Establishments:** One parking space per service bay plus one parking space per maximum number of employees on a shift. The stacking requirements shall be 3 stacking spaces per bay.
- **Dwellings, Townhomes:** Two spaces for each unit. Townhome units with one-car garages shall be permitted to satisfy this requirement through tandem parking spaces by providing one covered space and one space located directly adjacent to the garage, provided the tandem parking spaces have minimum dimensions of nine feet by twenty feet. Townhome units with two-car garages shall provide two covered spaces, located behind the building line, and two maneuvering spaces for each unit.
- **Dwellings, Multifamily:** One and one-half spaces for one bedroom units, plus one-half additional space for each additional bedroom. The required number of spaces shall be no less than 1.8 spaces per dwelling unit overall. Covered or enclosed parking shall not be required for Multifamily Dwellings except as specified in other sections of this ordinance. Where provided, covered or enclosed parking shall be counted to satisfy the minimum off-street parking requirements. Covered or enclosed parking may be a part of the dwelling structures or an accessory building. Tandem parking spaces shall be permitted to satisfy parking requirement provided they are located in front of a garage and have minimum dimensions of nine feet by twenty feet.
- **Gasoline Station:** Minimum of three spaces for employees. Adequate space shall be provided for waiting, stacking, and maneuvering automobiles for refueling. A convenient store portion of a gas station shall be parked at a ratio of one parking space per 250 square feet of gross floor area.
- **Mail Kiosks.** Mail Kiosks shall have a minimum of five of the required parking spaces for the development within 50 feet, unless a drive-through facility is provided.
- **Medical or Dental Office:** One space per 250 square feet of floor area. Facilities over 20,000 square feet shall use the parking standards set forth for hospitals.
- **Retail Store or Personal Service Establishment, Except as Otherwise Specified Herein:** One space per 250 square feet of gross floor area.

- **Restaurant, Cafe or Similar Dining Establishment:** One parking space for each 100 square feet of gross floor area.

6.4 DETENTION PONDS

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

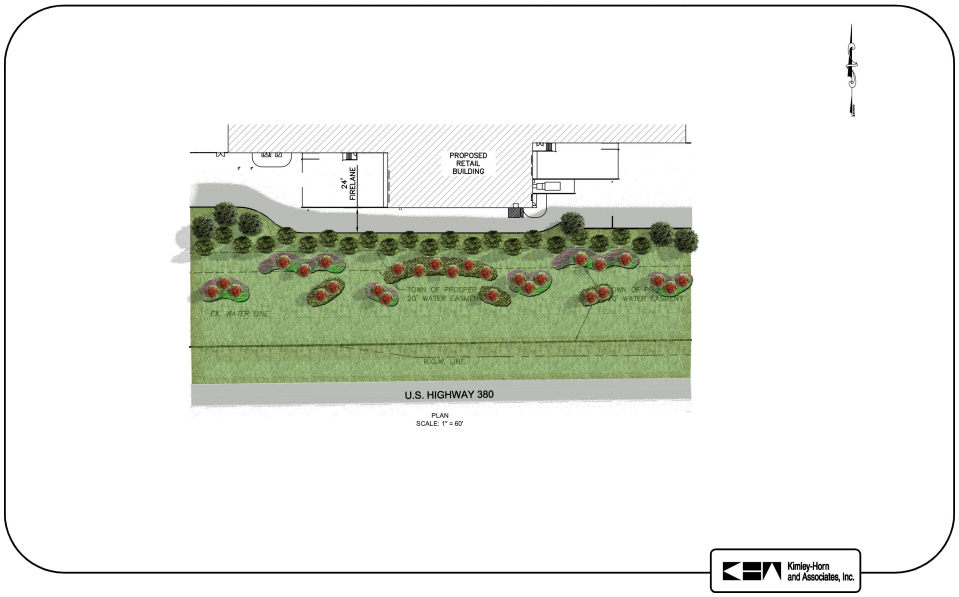
6.5 LANDSCAPING

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

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

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

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



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

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

1. Perimeter Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.6 SIGNAGE

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

6.7 PERMITTED USE MATRIX

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LEGEND	
●	Use permitted in district indicated
	Use prohibited in district indicated
S	Use is permitted in district upon approval of a specific use permit
1	Use is permitted in the Subdistrict indicated in accordance with the conditional development standards or limitations in the corresponding numeric end note in Section 6.7.1 of this Ordinance.

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6.7.1 Conditional Development Standards.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Antenna, Non-Commercial.

   (a) Satellite Dishes and Wireless Broadband Antennas

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

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

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

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

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

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

   (a) Option 1

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

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

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

   (b) Option 2

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

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

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

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

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

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

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

12. Only allowed in Subdistrict 4 as detached units.

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

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

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

d. Canopies shall have pitched roofs.

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

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

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

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7.0 INFRASTRUCTURE DESIGN STANDARDS

7.1 GENERAL

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

8.0 DEFINITIONS

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

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

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

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

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

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

Dinner Theater. A building or portion of a building used primarily for showing motion pictures or for dramatic, musical or live performance where food and drink are prepared and consumed on the premises during the event.

Dwelling Area. Dwelling Area shall mean the area between the floor and roof above it, as measured from the outside edge of the exterior walls of the main structure. The dwelling area calculation excludes basements, patios, decks, balconies, uncovered porches, and covered porches unenclosed on one or more sides.

EIFS. An acronym for Exterior Insulation and Finish System; a type of exterior cladding for building walls.

Flag Lot. A lot having access to a street by means of a parcel of land having a depth greater than its frontage, and having a width less than the minimum required lot width, but not less than twenty-five (25) feet. There shall be no maximum distance for the required width from the front property line.

Landscape Service. Professional service focused on the design and/or installation of landscaping in either a commercial or residential application. The service may include open storage of the materials and equipment used in the process of landscape installation.

Messenger / Courier Service. Premium service specializing in the personal delivery of messages, packages and mail.

Mixed Use Land Use. An integrated (either horizontal or vertical) mix of land uses within a tract of land or a building. For the purposes of this Planned Development, a Mixed Use Land Use shall include a minimum of two individual land uses (residential/non-residential; retail/multi-family; office/multi-family; etc.).

Multifamily, Urban Living. Attached dwelling units designed to be occupied by three or more families living independently of one another, exclusive of Hotels, Motels, or Residence Hotels. Urban Living Multifamily dwelling units are consistent with an urban-style dwelling unit and

intended to accommodate multifamily residential uses, including both for-sale and rental units. Parking can be either surface parking and/or structural parking.

Office Land Use. Office Land Use shall include "Office and Professional Uses" as listed in Section 6.6 of this Ordinance and similar uses.

Open Storage. The outside storage or exhibition of goods, materials, merchandise or equipment that is either for sale on the premises or is used in the normal course of doing business or conducting a business service.

Pest Control / Extermination Service. Service specializing in the regulation or management of pests perceived to be detrimental to a person's health, the ecology or the economy. The service may include open storage of the materials and equipment used in the process of performing the service.

Rehabilitation Care Institution. Subject to being licensed to operate by the Texas Department of Again and Disability Services (DADS), a facility which provides residence and care to ten (10) or more persons, regardless of legal relationship, who have demonstrated a tendency toward alcoholism, drug abuse, mental illness, or antisocial or criminal conduct together with supervisory personnel.

Retirement Housing. Any age restricted development which may be in any housing form, including detached and attached dwelling units, apartments, and residences, offering private and semiprivate rooms and designed to provide meals and nursing care.

Retail Land Use. Retail Land Use shall include "Retail Uses" as listed in Section 6.6 of this Ordinance and similar uses.

Security Facilities (including gatehouse and control counter). A freestanding structure which is part of a larger development that's primary function is to aid in monitoring and controlling incoming and outgoing vehicular traffic. The facility may be occupied by security personnel or it may only house electronic surveillance equipment.

Single Family Detached Residence. An independent structure occupying a single platted lot designed for occupancy by one family with no physical attachment to any adjacent structure.

Storage Facility. A freestanding or attached structure which is part of a larger commercial or residential development that's primary function is to store material or equipment necessary for the ongoing maintenance or upkeep of the development which it is associated with.

Townhome. A structure containing three to eight dwelling units with each unit designed for occupancy by one family and each unit attached to another by a common wall.

Work/Live Space. a space within a building that is used jointly for residential and/or commercial purposes, where the residential space is accessory to the primary use as a place of work.

EXHIBIT "E"
DEVELOPMENT SCHEDULE

DEVELOPMENT SCHEDULE

It is currently anticipated that the development of Gates of Prosper will begin within two to four years after approval and signing of the zoning ordinance. During this time period, prior to the initial stages of development, it is foreseen that plans and studies will be prepared for development and marketing of the property. The development schedule for the approximate 621 acres will be phased over the next 10 to 15 years and is primarily dependent on the marketability of the highest and best use of the land for the respective land tracts. Progress of development improvements will primarily depend on the time frames established for construction of thoroughfares, utilities, and market trends/demands for the area.

The development of non-residential uses within Subdistrict 1 and Subdistrict 2 will constitute the initial phases of development. The development of Urban Living Multifamily and townhome residential units in Subdistrict 2, and/or Subdistrict 3 shall not begin until a minimum combined total of 300,000 square feet of commercial/retail development has been issued tenant certificates of occupancy by the Town. The required commercial/retail development may include regional retail anchors, a town center mixed-use component, a major multi-purpose medical center with emergency care facilities, a mall, a hotel, or another major development anchor as determined by Town Council.

Incorporation of residential units into a mixed-use town center are not subject to the aforementioned preconditions as long as they are vertically integrated into the retail/commercial structures.

The development schedule is subject to change due to various factors beyond the control of the developer, such as housing market conditions, construction materials and labor availability, acts of nature, and other similar conditions.

EXHIBIT "F"
SUPPLEMENTAL DESIGN GUIDELINES

SUPPLEMENTAL DESIGN PRINCIPLES

The Town of Prosper is on the cusp of transforming itself from a prosperous farming community into a prosperous economic engine and enviable residential neighborhood. The vision for the "Gates of Prosper" is to be the gateway into Prosper's new future.

The architectural design principles for this development are intended to reinforce a uniform spirit and character throughout the development while promoting fresh and visionary diversity.

- Subdistricts have been carefully planned to maximize vehicular access to transportation arteries and pedestrian access to future transit systems.
- Subdistricts are designed and planned to create a special community that offers the opportunity to live, work, shop and recreate in an urban environment located in a suburban area.
- Each Subdistrict can have its own identity yet still create a sense of belonging through use of consistent iconic markers, streetscape designs, landscape forms, signage, lighting and architectural building standards. These elements should allow Subdistricts to transition seamlessly from one to the next.
- Public amenities including parks, trails, plazas, interactive areas and gateways are planned to serve as venues for recreation, entertainment and social interaction.
- Pedestrian ways should be memorable through their use of landscaping and lighting, and by incorporating shade, street furnishings and other sidewalk amenities.

SITE DESIGN

The entire site has been effectively designed for efficient land use, as a strong gateway into Prosper and as a quality environment that resonates a "sense of place". This design contributes to the overall identity which adds value to the project as well as the entire community. To promote these benefits the design has incorporated following features:

- Street design and streetscapes including boulevards connecting and traversing through the different subdistricts.
- Gateway icons that announce entry into and welcome residents and guests to the development. Wayfinding markers that give direction within the development and reinforce the quality of the development.
- Public areas that are accessible and provide for a variety of entertainment and recreational experiences.
- Subdistricts that allow for a crossover of uses while concentrating like uses for the convenience of residents and guests.

SUBDISTRICT DESIGN

- ***Subdistrict 1—Regional Retail.*** Subdistrict 1, as depicted on the Conceptual Development Plan (Exhibit D) shall serve the purpose of providing for the needs of the community by facilitating the development of regional-serving retail, personal service, and office uses.
- ***Subdistrict 2—Lifestyle Center.*** Subdistrict 2, as depicted on the Conceptual Development Plan (Exhibit D) shall serve the purpose of providing a compact, neighborhood and pedestrian scale mixture of office, retail, personal service, residential and community activities on single or contiguous building sites.
- ***Subdistrict 3—Downtown Center.*** Subdistrict 3, as depicted on the Conceptual Development Plan (Exhibit D) shall serve the purpose of providing an active living and working community benefiting from its proximity to the existing Town core and the adjacent Subdistricts.
- ***Subdistrict 4—Residential Neighborhood.*** Subdistrict 4, as depicted on the Conceptual Development Plan (Exhibit D) shall serve the purpose of providing a planned residential community to serve the needs of the Town and add a complimentary use to the overall development.

BUILDING DESIGN

Building design is only one element that contributes to the fabric of a community. Although building design can be the most effective means of translating the character, it has to work in concert with all other designed elements. It is not the intent of this section inhibit but give the freedom to achieve excellence in building design within the limits of a few design criteria.

BUILDING MASSING AND SCALE. A building's mass or scale is determined by its component parts, including the size of its footprint, its height, its proportions and its relationship to surrounding buildings. Individual characteristics of mass and scale include:

- ***Form:*** A buildings form should have a relationship to the proposed streetscape that contributes to a comfortable environment and pleasing pedestrian experience. Its form should also be in context with surrounding buildings.
- ***Shape:*** A buildings shape should incorporate variations in height, rooflines and wall planes and be expressive without seeming unnatural.
- ***Scale:*** The use may be a determining factor in the size of a building. Incorporating special design techniques can reduce the apparent scale of a structure, such as:
    a. Subdividing the façade of the building into top, bottom and middle components.
    b. Using overhangs and shadow lines to create a sense of depth.
    c. Changing building finishes or colors at logical breakpoints.
    d. Repeating patterns of windows, awnings, colonnades, porches, offsets or recesses.

BUILDING RHYTHM/ARTICULATION. All buildings, shall be designed to incorporate a form of architectural articulation as described in other sections of this document. Architectural articulation can be achieved in a variety of traditional and imaginative ways. The intent is to allow creative architectural notions but not be gregarious or draw unusual attention to their expression. This will allow for variety of design and identity within subdistricts while maintaining high standards for the overall development.

ARCHITECTURAL ELEMENTS. They are the unique details and component parts that together, form the architectural style of buildings. Architectural elements typically include compositions of forms and shapes, patterns of windows, doors, roofs and awnings but can also include compositions of materials, expressions of structure, notions of shade and respite, patterns of light and dark, placement of follies and fixtures, all of which must be combined in ways that reinforce the character and quality of the overall development.

FAÇADE TREATMENTS. Building façades, with their shapes, materials, colors, openings, textures, and details, shall be used to contribute to the architectural character of the development.

- All Retail except Major Anchor Retail shall have ground level storefront extending across a minimum of 50% of front façade length. Other uses shall have window treatments appropriate for their use.
- On secondary sides of retail buildings, windows do not need to be provided at ground level; however, buildings should avoid monotonous, uninterrupted walls by incorporating articulation standards as outlined in other sections of this document. A variety of offsets, recesses, etc. shall be used to add variety and interest to the building and eliminate long blank walls.
- Same or similar materials will be used on major as well as minor sides of the building to ensure a continuity of the building on all sides.

LIGHTING. Lighting is an important aspect of the development. Strategic placement of lighting will greatly enhance the overall ambiance of the development. Security lighting shall be installed per the codes and ordinances of the Town. Architectural lighting should be designed to enhance the buildings appearance. Exterior lighting such as street lamps, façade lighting, twinkle lights, up-lighting at key building elements and landscape features, etc., is allowed. All lighting shall meet the standards outlined in the Town's Zoning Ordinance as it currently exists or as amended there to.

PAD SITE BUILDINGS. Buildings on pad sites shall use similar materials and elements in order to visually identify with the rest of the project.

PUBLIC REALM DESIGN

The public realm exists at the intersections of the various aspects of community living. It consists of areas with unlimited and direct access and is centered upon the pedestrian experience. Streets, sidewalks, plazas and parks are all components of the public realm, and help create a pedestrian network. This network should be given priority over the street network (vehicle access) and provide visible connections to parking facilities, crossings and adjacent development while being of a size to accommodate pedestrian traffic patterns. Crossings shall be designed to minimize pedestrian traffic exposure to vehicle traffic.

The street network should provide connectivity as well as flexibility for future development and be able to accommodate a pedestrian network with appropriate shading from trees and built structures. Other streetscape elements such as benches, wayfinding devices, planting strips, receptacles for trash and recycling, water features and various art and performance media shall contribute to the pedestrian experience. This shall be in accordance with unified landscaping and streetscape plans.

Public parks and open spaces contribute not only to the pedestrian experience but also to the ecological value and appearance of the development. By providing space for recreation, they promote community and gathering and can enhance value for retail, restaurant and residential uses.

URBAN RESIDENTIAL DEVELOPMENT GUIDELINES

Residential units shall be located in a manner that will provide privacy for residents by one or several of the following:

- Provide a small landscaped front setback
- Raise or lower the finished ground level relative to the sidewalk level
- Allow for encroachment by stoops, stairs and porches within the area between the front façade and the property line

ARCHITECTURAL ELEMENTS

- Residential buildings shall have relatively little horizontal articulation and simple roofs, with most building wing articulations set at the rear of the structure. Window projections, stoops, porches, balconies and similar extensions are exempt from this standard.
- Gable roofs, if provided, shall have a minimum pitch of 9:12. The minimum pitch for hip roofs is 6:12. Other roof types shall be appropriate to the architectural style of the building.
- Architectural embellishments that add visual interest to the roof, such as dormers and masonry chimneys, may be provided.

PARKING. Where practicable, off-street parking shall be accessed via alleys along the side or rear property lines, thus eliminating driveways from the residential streetscape. However, off-street parking may also be accessed via other public/private streets along the front property line.

APPENDIX A—ZONING EXHIBIT & LEGAL DESCRIPTION

EXHIBIT "A"

APPENDIX A-1—ZONING EXHIBIT & LEGAL DESCRIPTION

EXHIBIT "A-1"

APPENDIX B—CONCEPTUAL DEVELOPMENT PLAN

EXHIBIT "D"

GATES OF PROSPER

Planned Development Ordinance

BLUE STAR LAND

LINCOLN PROPERTY COMPANY

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

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

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APPENDICES

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

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

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

RELATIONSHIP TO TOWN OF PROSPER COMPREHENSIVE PLAN

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

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

EXHIBIT "A"

~~ZONING EXHIBIT &~~ LEGAL DESCRIPTION

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

LEGAL DESCRIPTION
621.07 ACRES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A-1"

~~ZONING EXHIBIT &~~ LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

South 33°38'35" West, a distance of 323.03 feet to a corner;
South 30°46'46" West, a distance of 100.13 feet to the southerly corner of said 0.0656-acre tract, and being on the southeasterly line of aforesaid "Tract Seven";

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

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

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

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

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

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

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

Along the arc of said curve to the left, through a central angle of 21°18'24", having a radius of 338.00 feet, a chord bearing of North 10°39'12" West, a chord distance of 124.97 feet and an arc length of 125.69 feet to the point of compound curvature of a curve to the left;
Along the arc of said curve to the left, through a central angle of 39°59'13", having a radius of 38.00 feet, a chord bearing of North 41°18'00" West, a chord distance of 25.99 feet and an arc length of 26.52 feet to the point of tangency of said curve;
North 61°17'36" West, a distance of 36.82 feet to the point of curvature of a tangent curve to the left;

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

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

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

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

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

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

EXHIBIT "B"

PLANNED DEVELOPMENT STATEMENT OF INTENT & PURPOSE

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

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

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

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

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EXHIBIT "C"
PLANNED DEVELOPMENT STANDARDS

1.0 PLANNED DEVELOPMENT GENERAL PROVISIONS

1.1 GENERAL

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

1.2 SUBDISTRICTS DEFINED

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

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

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

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

2.0 SUBDISTRICT 1—REGIONAL RETAIL

2.1 GENERAL PURPOSE AND DESCRIPTION

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

2.2 SITE CRITERIA

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

Table 2-1. Size of Yards

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

Notes

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

Table 2-2. Size of Lots and Lot Coverage

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

Notes

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

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

2.3 BUILDING CRITERIA

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

Table 2-3. Maximum Building Height

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

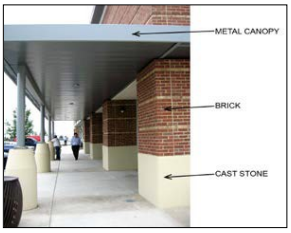
Notes

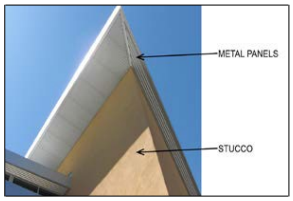
1. Non-habitable elements integral to the design of buildings shall be allowed to exceed the height limit in accordance with Ordinance Chapter 4 Section 9.5.

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

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

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







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

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







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

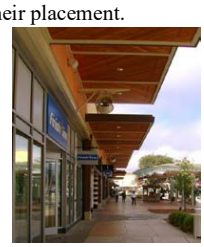
2.3.5 ***Building Entries.*** Building entries shall be clearly defined by incorporating distinguishing architectural features, awnings, canopies, lighting, signage or building articulation.







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







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

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

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

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

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

2.4 PERMITTED USES

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

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

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

2.5 CONCEPTUAL RENDERING

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




Manna
la Manna
The Gates of
PROSPER


SPORT STORE

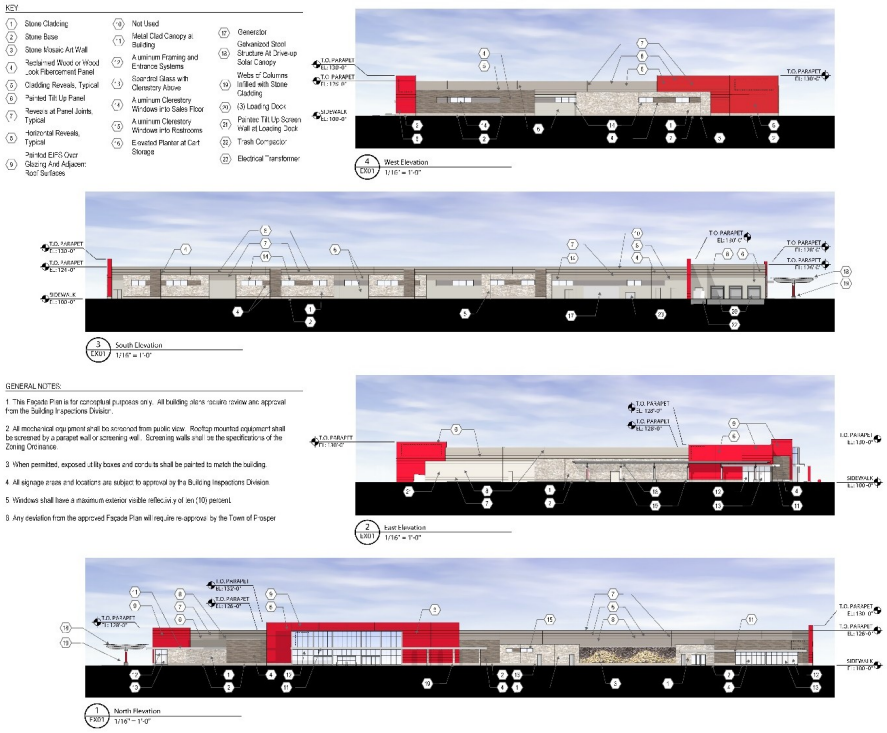

CASE
PROMO
BOUTIQUE

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



1.

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

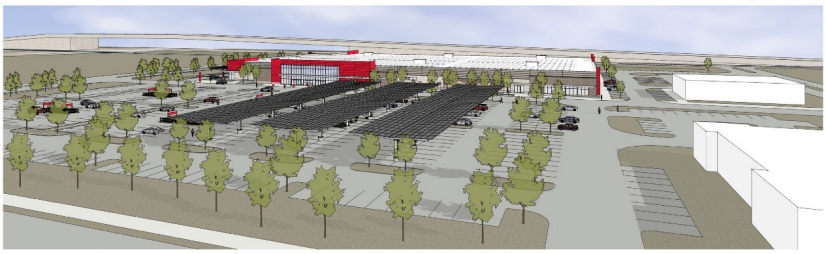




View from the Northwest



View from the North



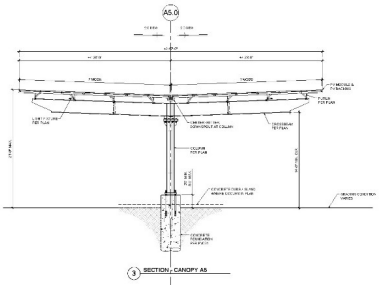
Birds Eye View from the Northwest

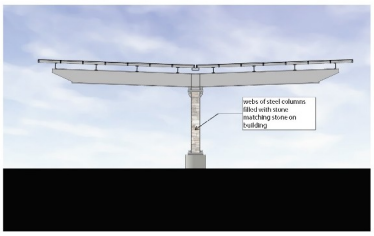


View from the North East



View from the West


A5.0
SECTION - CANOPY A5


webs of steel columns
filled with stone
matching stone on
building

3.0 SUBDISTRICT 2—LIFESTYLE CENTER

3.1 GENERAL PURPOSE AND DESCRIPTION

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

3.2 SITE CRITERIA

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

Table 3-1. Size of Yards

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

Notes

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

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

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

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

Notes

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

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

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

Notes

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

3.2.2 Minimum Dwelling Area.

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

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

3.2.3 Maximum Residential Dwelling Units. The maximum number of multi-family residential dwelling units allowed within Sudistrict 2 shall be 1200~~600~~ units. ~~However, the maximum allowed number of multifamily units in this subdistrict shall be reduced by the number of multifamily dwelling units constructed in any other subdistrict, such that the maximum allowable number of multifamily units for this Planned Development District does not exceed 600 units~~. The maximum number of townhome dwelling units allowed within Sudistrict 2 shall be 150 units. However, the maximum allowed number of townhome units in this subdistrict shall be reduced by the number of townhome units

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

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

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

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

3.3 BUILDING CRITERIA

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

Table 3-6. Maximum Building Height

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

Notes

1. Non-habitable elements integral to the design of buildings shall be allowed to exceed the height limit in accordance with the Town's Zoning Ordinance Chapter 4, Section 9.5.
2. Includes all non-residential buildings except hotel, office buildings and mixed use. Hospitals will have an allowed height of 12 stories.
3. Refer to Section 8.0 for definition of building type.

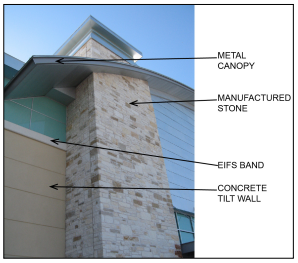
4. No structure shall exceed two stories or 40' when located 150 feet or less from a single family zoning district.
5. Main parking structure should not exceed the height of adjacent building it is serving. The maximum allowed height is reduced to 40' if predominately visible to public ROW unless otherwise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

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

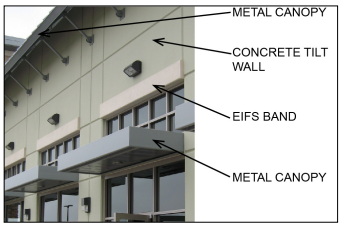
3.3.3 Building Materials. Exterior materials used in the construction of buildings shall comply with the following standards.

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

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











2. The front and side facades of all multifamily buildings shall be finished with a minimum twenty (20) percent natural or manufactured stone or integral color split-faced block.
3. The front and side facades of all non-residential buildings shall be finished with a minimum of twenty-five (25) percent natural or manufactured stone.
4. A minimum of twenty (20) percent of the rear façade of any building along U.S. Highway 380 shall be natural or manufactured stone. All other rear facades facing a public right-of-way shall be a minimum of ten (10) percent natural or manufactured stone unless a landscape screen consisting of a double row of evergreen canopy trees is provided along said right-of-way.
5. Windows, doors, porches, gables, balconies and accent materials shall be excluded from the façade area for the purposes of calculating primary building materials.



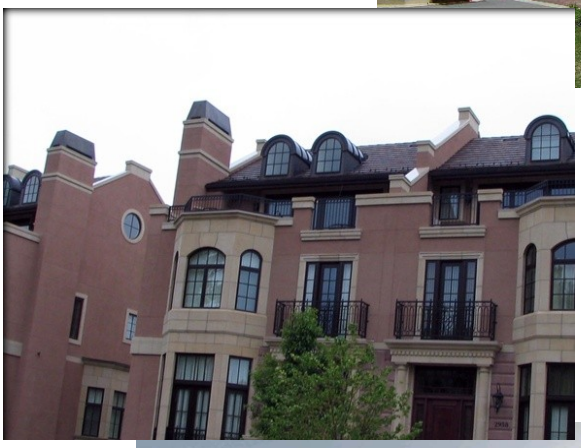


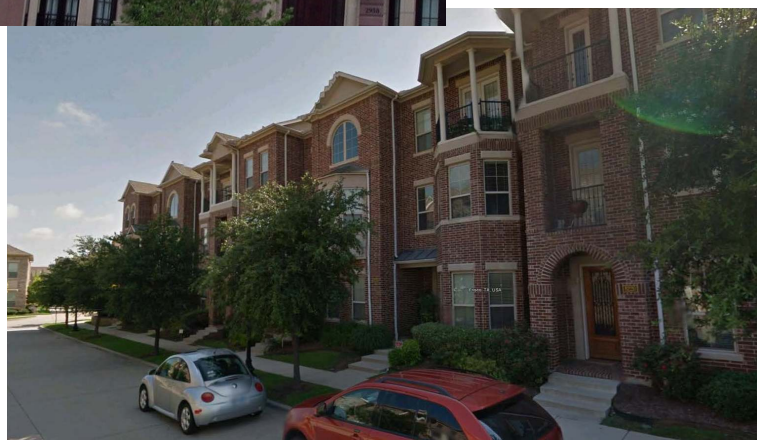


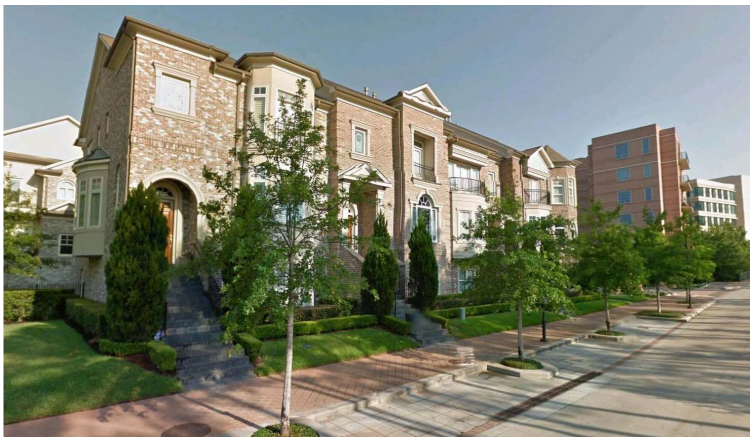
b. Townhome building types shall comply with the following standards.
   1. The exterior facades shall be constructed at 100% masonry. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, stucco (second floor or above), and cementicious fiber board (not to exceed 50% of 2nd story, in a different vertical plane and above of any façade area). Windows, doors and dormers shall be excluded from the façade area for the purpose of calculating primary building materials.
   2. Townhomes shall be a minimum of two stories.
   3. Each townhome unit shall have an attached garage. Garages shall open to the rear of the townhome and shall not face the public right-of-way.

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









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

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







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





3.3.7 Building Articulation.

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



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





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

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

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

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

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

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

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

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

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

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

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

3.4 MULTIFAMILY CRITERIA

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

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

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









3.5 PERMITTED USES

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

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

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

4.0 SUBDISTRICT 3—DOWNTOWN CENTER

4.1 GENERAL PURPOSE AND DESCRIPTION

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

4.2 SITE CRITERIA

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

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

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

Notes

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

of the unit.

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

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

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

Notes

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

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

Land Use/Housing Type	Minimum Front[3]	Minimum Side	Minimum Corner	Minimum Rear
Townhome[12]	5 ft.	5 ft.[3]	15 ft.	20 ft.
Single Family (Center Loaded)~~Multifamily, Urban Living~~	15 ft.	7 ft. [2]~~(1,3)~~	15 ft.	20 ft.~~(1)~~
Single Family (Side Loaded)	15 ft.	0 ft.[4]	15 ft.	20 ft.

Notes

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

12. Vehicular access for Townhomes shall be provided at the rear of the unit via alleys.
    - All garage doors are to be cedar/wood clad or shall be finished to give the appearance of a real wood door.~~equivalent~~. Plain m~~M~~etal garage doors are not permitted.

23. ~~–~~A minimum building separation of 105 feet is required.

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

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

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

Housing Type	Minimum Lot Area	Minimum Lot Width[2]	Minimum Lot Depth	Maximum Lot Coverage	Maximum No. of Lots~~Density~~
Townhome	1,8002,500 sq. ft.	20 ft.	90 ft.	90%	1510~~10 du/ac~~
Single Family ~~Multifamily[2]~~	68751~~0,000~~ sq. ft.	55~~80~~ ft.	100~~100~~ ft.	90%[1]	~~N/A~~

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Notes

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

4.2.2 Minimum Dwelling Area.

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

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

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

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

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

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

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

4.3 BUILDING CRITERIA

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

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

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

Notes

1. Non-habitable elements integral to the design of buildings shall be allowed to exceed the height limit by a maximum of 20 feet.
2. Does not include hospitals, hotels, office, or medical office buildings.
3. ~~Refer to Section 8.0 for definition of building type.~~
4. ~~No structure shall exceed two stories or 40' when located 150 feet or less from a single family zoning district.~~

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

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

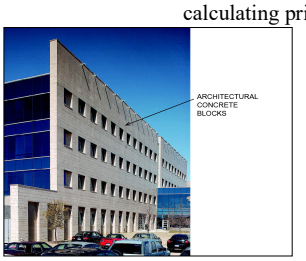
~~5~~7. No structure within 750' of First Street can exceed 4-stories in height (60 feet max.).

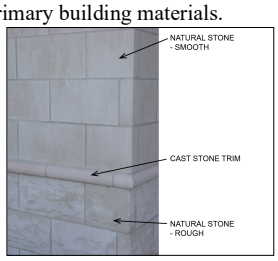
4.3.2 ***Maximum Building Length.*** There shall be no maximum length for buildings located within Subdistrict 3. However, all buildings shall be required to conform to the Building Articulation standards set forth in the Town's zoning ordinance.

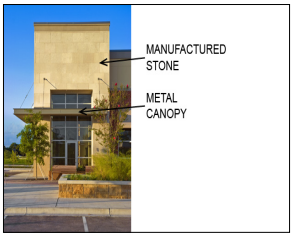
4.3.3 ***Building Materials.*** Exterior materials used in the construction of buildings shall comply with the following standards.

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

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







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

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

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




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







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~~ordinance also applies in this subdistrict.~~

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

1. The exterior facades shall be constructed of 100% masonry. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, stucco (second floor and above), and cementicious fiber board (not to exceed 50% of 2nd story and above of any façade area). Windows, doors, porches, columns and dormers shall be excluded from the façade area for the purpose of calculating primary building materials.
2. Townhomes shall be a minimum of two stories.
3. Each townhome unit shall have an attached garage. Garages shall open to the rear of the townhome and shall not face the public right-of-way.

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

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

1. The exterior facades shall be constructed of 100% masonry. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, stucco (second floor and above), and cementicious fiber board (not to exceed 50% of 2nd story and above of any façade area). Windows, doors, porches, columns and dormers shall be excluded from the façade area for the purpose of calculating primary building materials.
2. Architectural features and porches may encroach into required front and rear yards up to five (5) feet.
3. Each Single Family home shall have an attached garage. Garages shall be minimum 2-car.
4. Carports are not allowed.
5. All fencing shall be 6 feet tall and constructed of either decorative metal, masonry or board on board cedar based upon the developer provided guidelines.
6. Ornamental metal fencing shall be required for any fencing located adjacent to a public park or public hike and bike trail.
7. For lots with a zero (0) side yard setback
    a. A roof overhang equipped with a gutter may extend a maximum of twelve (12) inches into a neighboring property. No other roof overhangs or extensions from a wall may extend into a neighboring lot.
    b. The closest exterior roofline to an adjacent property shall be storm guttered if the general slope of the roof falls toward the neighboring property. Gutters shall include returns to direct the water to the lot of origin.

c. The "zero" side shall be designated on the Final Plat. All access, maintenance, and use easements shall be provided on preliminary and Final Plats.

d. A five (5) foot wide access, maintenance, and use easement shall be dedicated on the Final Plat for all lots adjacent to lots with a "zero" side. The purpose of this easement is to the give the adjoining owner access for maintenance of his/her dwelling.

e. The majority of one side of the structure shall be located within three (3) feet of one side lot line. Building walls which are located adjacent to the "zero" side of the lot shall not have any doors, windows, ducts, grills, vents, or other openings. This requirement precludes exterior walls forming enclosures for courts, patios, or similar indentations to the "zero" wall.

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





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

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





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

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

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

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

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

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

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

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

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

4.4 PERMITTED USES

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

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

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

5.0 SUBDISTRICT 4 – RESIDENTIAL NEIGHBORHOOD

5.1 GENERAL PURPOSE AND DESCRIPTION

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

5.2 SINGLE FAMILY RESIDENTIAL TRACT

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

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

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

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

5.2.4 **Area and building regulations**:

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

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

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

   (c) **Minimum Yard Setbacks**.

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

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

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

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

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

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

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

No broom finish concrete driveways will be allowed.

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

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

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

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

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

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

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

(j) **Garages**.

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

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

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

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

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

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

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

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

(c) Doors may incorporate decorative hardware.

(d) Doors may incorporate windows.

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

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

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

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

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

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

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

(m) **Landscaping**.

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

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

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

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

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

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

(c) **Minimum Yard Setbacks**.

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

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

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

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

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

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

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

No broom finish concrete driveways will be allowed.

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

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

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

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

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

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

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

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

(j) **Garages**.

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

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

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

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

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

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

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

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

c. Doors may incorporate decorative hardware.

d. Doors may incorporate windows.

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

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

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

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

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

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

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

(m) **Landscaping**.

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

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

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

TABLE 1

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

5.3 COMMERCIAL TRACT

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

5.4 PERMITTED USES

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

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

6.0 GENERAL REQUIREMENTS

6.1 PLAN APPROVAL PROCESSES

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

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

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

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

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

6.2 OPEN SPACE

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



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

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

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

6.3 PARKING REQUIREMENTS

6.3.1 General. The following general standards shall apply.

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

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

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

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

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

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

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

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

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

j. In the case of mixed uses, uses may share parking spaces where the practicability of shared parking can be demonstrated. The applicant shall submit a parking analysis to the Director of Development Services demonstrating the feasibility of shared parking. The parking analysis shall address, at a minimum, the size and type of the proposed development, location of required parking, the composition of tenants, the anticipated rate of parking turnover, and the anticipated peak parking and traffic loads for all uses that will be sharing off-street parking spaces. The applicant shall also demonstrate that any parking reduction requested as part of the shared parking study will not result in the spillover of parking onto other properties.

k. Outdoor patio and sidewalk dining, as well as other public seating areas, are permitted; these areas shall be included in parking calculations at a rate of 50% of standard requirements.
l. Surface parking is allowed in urban living multifamily development as long as the parking areas other than on-street parking are located internal to the multifamily development and are screened from public right of way through the use of landscaping and/or walls and structures.
m. For vertical mixed use developments, no more than one drive with parking on both sides is allowed between the mixed use structure and the public ROW(s) unless otherwise approved by the Town.

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

- **Assisted Living Facility or Congregate Care Facility:** 1.1 parking spaces per dwelling unit.
- **Automobile Oil Change and Similar Establishments:** One parking space per service bay plus one parking space per maximum number of employees on a shift. The stacking requirements shall be 3 stacking spaces per bay.
- **Dwellings, Townhomes:** Two spaces for each unit. Townhome units with one-car garages shall be permitted to satisfy this requirement through tandem parking spaces by providing one covered space and one space located directly adjacent to the garage, provided the tandem parking spaces have minimum dimensions of nine feet by twenty feet. Townhome units with two-car garages shall provide two covered spaces, located behind the ~~front~~ building line, and two maneuvering spaces for each unit. ~~Permitted on-street parking shall count toward the required off-street parking requirement provided the space(s) are within 300 feet of the property line of the affected lot.~~
- **Dwellings, Multifamily:** One and one-half spaces for one bedroom units, plus one-half additional space for each additional bedroom. The required number of spaces shall be no less than 1.8 spaces per dwelling unit overall. Covered or enclosed parking shall not be required for Multifamily Dwellings except as specified in other sections of this ordinance. Where provided, covered or enclosed parking shall be counted to satisfy the minimum off-street parking requirements. Covered or enclosed parking may be a part of the dwelling structures or an accessory building. Tandem parking spaces shall be permitted to satisfy parking requirement provided they are located in front of a garage and have minimum dimensions of nine feet by twenty feet.
- **Gasoline Station:** Minimum of three spaces for employees. Adequate space shall be provided for waiting, stacking, and maneuvering automobiles for refueling. A convenient store portion of a gas station shall be parked at a ratio of one parking space per 250 square feet of gross floor area.
- **Mail Kiosks.** Mail Kiosks shall have a minimum of five of the required parking spaces for the development within 50 feet, unless a drive-through facility is provided.

- **Medical or Dental Office:** One space per 250 square feet of floor area. Facilities over 20,000 square feet shall use the parking standards set forth for hospitals.
- **Retail Store or Personal Service Establishment, Except as Otherwise Specified Herein:** One space per 250 square feet of gross floor area.
- **Restaurant, Cafe or Similar Dining Establishment:** One parking space for each 100 square feet of gross floor area.

6.4 DETENTION PONDS

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

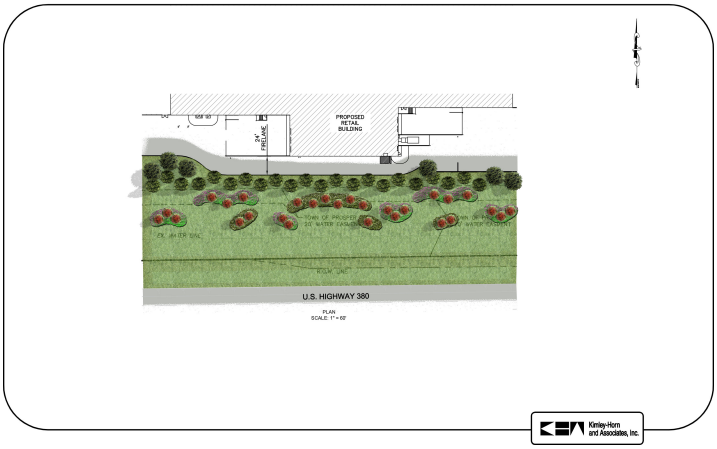
6.5 LANDSCAPING

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

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

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

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



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

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

1. Perimeter Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.6 SIGNAGE

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

6.7 PERMITTED USE MATRIX

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LEGEND	
●	Use permitted in district indicated
	Use prohibited in district indicated
S	Use is permitted in district upon approval of a specific use permit
1	Use is permitted in the Subdistrict indicated in accordance with the conditional development standards or limitations in the corresponding numeric end note in Section 6.76.1 of this Ordinance.

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6.7.1 Conditional Development Standards.

1. Homebuilder Marketing Center. Shall be used only to market homes/lots in the development where it is located when located in a residential zoning district. The use must be removed when all homes/lots in the development have been sold.
2. Home Occupation. A home occupation is a business that is customarily carried on in a home by the resident and shall adhere to all of the following conditions and requirements:
   (a) No signage associated with the home occupation and visible from outside of the dwelling shall be allowed on the premises.
   (b) Only two employees other than the occupants of the residence may be employed on-site at any one time. This shall not include the coordination or supervision of employees who do not regularly visit the house for purposes related to the business.
   (c) Hours of operation shall be limited to 8:00 a.m. to 8:00 p.m. for outdoor activities.
   (d) Outdoor activities are not allowed, unless the activities are screened from neighboring property and public rights-of-way.
   (e) No exterior storage of material, equipment, vehicles, and/or supplies used in conjunction with the home occupation.
   (f) The home occupation shall not produce offensive noises, vibrations, smoke, dust, odors, heat or glare beyond the property lines.
   (g) A home occupation shall not serve as an office or storage facility for a vehicle fleet operation in which fleet vehicles visit the site.
   (h) No major alterations to the property or exterior of the dwelling unit shall be allowed that changes the residential character of the home.
   (i) No repair or servicing of vehicles, internal combustion engines, large equipment or large appliances shall be allowed.
   (j) No storage of hazardous materials for business purposes shall be allowed on the premises.
   (k) Merchandise shall not be offered or displayed for sale on the premises. Sales incidental to a service shall be allowed; and orders previously made by telephone or at a sales party may be filled on the premises.
   (l) No traffic shall be generated by a home occupation in greater volumes than normally expected in a residential neighborhood, and any need for parking must be accommodated within the off-street parking provided for the residence (i.e. the driveway or garage) and along the street frontage of the lot.

   Homeowners/occupants who establish an occupation in their residence must adhere to all of the above conditions.
3. Athletic Stadium or Field, Private. Only permitted by Specific Use Permit when developed in conjunction with a School, Private or Parochial.

4. Antenna, Non-Commercial.

   (a) Satellite Dishes and Wireless Broadband Antennas

      (1) In Subdistrict 4 (Single Family Detached), satellite dishes and wireless broadband antennas are permitted only on the back half of a residential structure or in the back yard of a residential lot unless a signal cannot be received in these areas. Should a satellite dish or wireless broadband antenna be placed somewhere other than on the back half of a residential structure or in the back yard of a residential lot, it shall be limited to not more than two feet in diameter. Only three satellite dishes and/or wireless broadband antennas shall be permitted per lot or primary structure. One of the three satellite dishes and/or wireless broadband antennas on a residential structure and/or lot may be up to 12 feet in diameter. The other two satellite dishes and/or wireless broadband antennas shall not exceed two feet in diameter.

      (2) In Subdistricts 2 and 3 (Townhome and Multifamily), satellite dishes and wireless broadband antennas are permitted only on the back half of a residential structure or in the back yard of a residential lot unless a signal cannot be received in these areas. Should a satellite dish or wireless broadband antenna be placed somewhere other than on the back half of a residential structure or in the back yard of a residential lot, it shall be limited to not more than two feet in diameter. Only three satellite dishes and/or wireless broadband antennas shall be permitted per residential unit. One of the three satellite dishes and/or wireless broadband antennas on a residential unit may be up to 12 feet in diameter. The other two satellite dishes and/or wireless broadband antennas shall not exceed two feet in diameter.

   (b) Non-commercial antennas shall not interfere with radio or television reception of adjoining property owners, and shall comply with all regulations of the Federal Communications Commission (FCC). In no case shall the height of such antennas exceed 45 feet and proper guy wire securement shall be followed. In no manner shall the use of such equipment infringe upon adjoining property owners. Roof mounted satellite dishes in excess of 50 pounds shall be approved by a registered architect or professional engineer by written letter to the building official, prior to installation, stating the antenna's stability and support and shall not extend more than six feet above the first story.

5. Antenna, Stealth. Stealth antennas are permitted by right in the residential land uses within a Subdistrict only as a secondary use when the primary use on the lot is a church, school, athletic stadium or field, or public utility structure. Stealth antennas are permitted by right in the non-residential districts. The Director of Development Services, or his/her designee, may approve a request to install a stealth antenna when the proposed stealth antenna is of a type that is specifically listed in the definition of Antenna, Stealth in Chapter 2, Section 1.2 of the Prosper Zoning Ordinance (Ordinance 05-20). For stealth antenna requests of a type that are not specifically listed in this definition, the Town Council may determine if a proposed commercial

antenna is a stealth antenna or not when considering site plan approval for the proposal.

6. School District Bus Yard. A School District Bus Yard shall be owned and/or operated by a public Independent School District. Unless otherwise approved by the Planning & Zoning Commission, School District Bus Yards shall be screened using one of the following methods:
   (a) Option 1
      (1) A six (6) foot ornamental metal fence,
      (2) Three (3) inch caliper evergreen trees on twenty (20) foot centers, and
      (3) Five (5) gallon evergreen shrubs on three (3) foot centers.
   (b) Option 2
      (1) A six (6) foot clay-fired brick wall, and
      (2) Three (3) inch caliper evergreen trees on twenty (20) foot centers.
7. Day Care Center, Child. Notwithstanding anything to the contrary herein, a public independent school district is not required to obtain a SUP for the operation of a Day Care Center, Child in a public school. A Day Care Center, Child not operated by a public independent school district is permitted by SUP in all Subdistricts.
8. Day Care Center, In-Home. Permitted by right as a home occupation in the designated Subdistricts and is subject to the regulations of Home Occupation.
9. Shall be permitted by right when serving as a complementary use to a primary use. Shall not be subject to the limitations of a maximum of 15% of a main use. Other similar uses not specifically defined may also be permitted. Primary use sales/services may only be allowed by S.U.P.
10. Limited to one at each of the following intersections: Lover's Lane at Preston, First Street at Preston, and Lover's Lane at Coleman Street.
11. Shall be limited to high-end or specialty automobile sales and shall have limited out door model displays. A maximum of two rows of display parking (one drive) is allowed along any street frontage. The use shall only be allowed if permitted by SUP.
12. Only allowed in Subdistrict 4 as detached units.
13. Gas Pumps as Accessory Use – Accessory gas pumps are only allowed as an accessory use to a big box tenant and are subject to the following development standards.
    a. Accessory gas pumps must be located on the same lot as a big box tenant.
    b. A sales kiosk servicing the accessory gas pumps shall be less than five hundred (500) square-feet in floor area.
    c. Accessory gas pumps shall be located at least two hundred and fifty (250) feet from a property line of a residential lot.

1. For the purposes of this section, a residential lot means a lot on which a residential use is located, a lot zoned residential, or a lot designated as residential on the Future Land Use Plan.
2. Accessory gas pumps do not have to meet the spacing requirement if:
    i. A major thoroughfare separates the accessory gas pumps from the residential lot; or
    ii. The Future Land Use Plan designates a lot as residential, but Town Council subsequently rezones the property to a nonresidential zoning district and no residential use is located on the lot.

d. Canopies shall have pitched roofs.
e. Canopy support columns shall be fully encased with masonry materials that are complementary to that used on the main building.
f. The canopy band face shall be of a color consistent with the main structure or an accent color and may not be backlit or used as signage.

14. Requires a S.U.P. if located within 250 feet of single family detached zoning.
15. Uses only allowed west of railroad.
16. Limited to 3 locations on the east side of Preston and 3 locations on the west side of Preston and no more than 2 adjacent to each other. Additional drive-through restaurants are permitted subject to approval of a Specific Use Permit (SUP).
17. Subject to conditions in Town Zoning Ord., except as follows:
    a. Hotels in Subdistrict 1, as shown on Exhibit D, shall have a maximum height of eighty feet (80').
18. Use is permitted only within Commercial tract of this subdivision in addition to any other conditions listed.

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7.0 INFRASTRUCTURE DESIGN STANDARDS

7.1 GENERAL

Due to the unique and dynamic nature of Town Center Developments, there are a number of design elements that deviate from standard suburban design criteria. Therefore, it is understood that that alternate design criteria may be utilized in the layout and design of this Planned Development. The design criteria may include such elements as design speeds for streets, street and parking layouts, alternative street sections, storm drain inlets (e.g., grate inlets, slotted drains, etc.), alternative stormpipe materials (e.g., PVC, HDPE), utility locations, etc. Design criteria may be based on similar criteria utilized in similar development throughout the Dallas-Fort Worth Metroplex as previously referenced herein or as determined to be comparable developments. Such standards must be approved by the Town's Engineering Department.

8.0 DEFINITIONS

Adjacent. The condition of sharing a common dividing line (e.g., property line). For the purposes of this Ordinance, properties that are separated by a thoroughfare shall not be considered adjacent.

Apartment, loft. A dwelling unit consisting of a single room or a series or rooms, which is attached to but secondary to a main non-residential structure and is generally located above the first floor of the structure.

Apartment, studio. A dwelling unit which has, as an integral part of the unit, a work area generally associated with the creative arts and which may consist of a single room or series or rooms.

Big Box. Retail buildings over 80,000 square feet where the primary tenant occupies at least 80 percent of the building.

Catering Establishment. An establishment where food and drink are prepared, for immediate off premises consumption.

Commercial Land Use. Commercial Land Use shall include "Service Uses" and "Automobile and Related Uses" as listed in Section 6.5 of this Ordinance and similar uses.

Dinner Theater. A building or portion of a building used primarily for showing motion pictures or for dramatic, musical or live performance where food and drink are prepared and consumed on the premises during the event.

Dwelling Area. Dwelling Area shall mean the area between the floor and roof above it, as measured from the outside edge of the exterior walls of the main structure. The dwelling area calculation excludes basements, patios, decks, balconies, uncovered porches, and covered porches unenclosed on one or more sides.

EIFS. An acronym for Exterior Insulation and Finish System; a type of exterior cladding for building walls.

Flag Lot. A lot having access to a street by means of a parcel of land having a depth greater than its frontage, and having a width less than the minimum required lot width, but not less than twenty-five (25) feet. There shall be no maximum distance for the required width from the front property line.

Landscape Service. Professional service focused on the design and/or installation of landscaping in either a commercial or residential application. The service may include open storage of the materials and equipment used in the process of landscape installation.

Messenger / Courier Service. Premium service specializing in the personal delivery of messages, packages and mail.

Mixed Use Land Use. An integrated (either horizontal or vertical) mix of land uses within a tract of land or a building. For the purposes of this Planned Development, a Mixed Use Land Use shall include a minimum of two individual land uses (residential/non-residential; retail/multi-family; office/multi-family; etc.).

Multifamily, Urban Living. Attached dwelling units designed to be occupied by three or more families living independently of one another, exclusive of Hotels, Motels, or Residence Hotels. Urban Living Multifamily dwelling units are consistent with an urban-style dwelling unit and

intended to accommodate multifamily residential uses, including both for-sale and rental units. Parking can be either surface parking and/or structural parking.

Office Land Use. Office Land Use shall include "Office and Professional Uses" as listed in Section 6.6 of this Ordinance and similar uses.

Open Storage. The outside storage or exhibition of goods, materials, merchandise or equipment that is either for sale on the premises or is used in the normal course of doing business or conducting a business service.

Pest Control / Extermination Service. Service specializing in the regulation or management of pests perceived to be detrimental to a person's health, the ecology or the economy. The service may include open storage of the materials and equipment used in the process of performing the service.

Rehabilitation Care Institution. Subject to being licensed to operate by the Texas Department of Again and Disability Services (DADS), a facility which provides residence and care to ten (10) or more persons, regardless of legal relationship, who have demonstrated a tendency toward alcoholism, drug abuse, mental illness, or antisocial or criminal conduct together with supervisory personnel.

Retirement Housing. Any age restricted development which may be in any housing form, including detached and attached dwelling units, apartments, and residences, offering private and semiprivate rooms and designed to provide meals and nursing care.

Retail Land Use. Retail Land Use shall include "Retail Uses" as listed in Section 6.6 of this Ordinance and similar uses.

Security Facilities (including gatehouse and control counter). A freestanding structure which is part of a larger development that's primary function is to aid in monitoring and controlling incoming and outgoing vehicular traffic. The facility may be occupied by security personnel or it may only house electronic surveillance equipment.

Single Family Detached Residence. An independent structure occupying a single platted lot designed for occupancy by one family with no physical attachment to any adjacent structure.

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Storage Facility. A freestanding or attached structure which is part of a larger commercial or residential development that's primary function is to store material or equipment necessary for the ongoing maintenance or upkeep of the development which it is associated with.

Townhome. A structure containing three to eight dwelling units with each unit designed for occupancy by one family and each unit attached to another by a common wall.

Work/Live Space. a space within a building that is used jointly for residential and/or commercial purposes, where the residential space is accessory to the primary use as a place of work.

EXHIBIT "E"
DEVELOPMENT SCHEDULE

DEVELOPMENT SCHEDULE

It is currently anticipated that the development of Gates of Prosper will begin within two to four years after approval and signing of the zoning ordinance. During this time period, prior to the initial stages of development, it is foreseen that plans and studies will be prepared for development and marketing of the property. The development schedule for the approximate 621 acres will be phased over the next 10 to 15 years and is primarily dependent on the marketability of the highest and best use of the land for the respective land tracts. Progress of development improvements will primarily depend on the time frames established for construction of thoroughfares, utilities, and market trends/demands for the area.

The development of non-residential uses within Subdistrict 1 and Subdistrict 2 will constitute the initial phases of development. The development of Urban Living Multifamily and townhome residential units in Subdistrict 2, and/or Subdistrict 3 shall not begin until a minimum combined total of 300,000 square feet of commercial/retail development has been issued tenant certificates of occupancy by the Town. The required commercial/retail development may include regional retail anchors, a town center mixed-use component, a major multi-purpose medical center with emergency care facilities, a mall, a hotel, or another major development anchor as determined by Town Council.

Incorporation of residential units into a mixed-use town center are not subject to the aforementioned preconditions as long as they are vertically integrated into the retail/commercial structures.

The development schedule is subject to change due to various factors beyond the control of the developer, such as housing market conditions, construction materials and labor availability, acts of nature, and other similar conditions.

EXHIBIT "F"
SUPPLEMENTAL DESIGN GUIDELINES

SUPPLEMENTAL DESIGN PRINCIPLES

The Town of Prosper is on the cusp of transforming itself from a prosperous farming community into a prosperous economic engine and enviable residential neighborhood. The vision for the "Gates of Prosper" is to be the gateway into Prosper's new future.

The architectural design principles for this development are intended to reinforce a uniform spirit and character throughout the development while promoting fresh and visionary diversity.

- Subdistricts have been carefully planned to maximize vehicular access to transportation arteries and pedestrian access to future transit systems.
- Subdistricts are designed and planned to create a special community that offers the opportunity to live, work, shop and recreate in an urban environment located in a suburban area.
- Each Subdistrict can have its own identity yet still create a sense of belonging through use of consistent iconic markers, streetscape designs, landscape forms, signage, lighting and architectural building standards. These elements should allow Subdistricts to transition seamlessly from one to the next.
- Public amenities including parks, trails, plazas, interactive areas and gateways are planned to serve as venues for recreation, entertainment and social interaction.
- Pedestrian ways should be memorable through their use of landscaping and lighting, and by incorporating shade, street furnishings and other sidewalk amenities.

SITE DESIGN

The entire site has been effectively designed for efficient land use, as a strong gateway into Prosper and as a quality environment that resonates a "sense of place". This design contributes to the overall identity which adds value to the project as well as the entire community. To promote these benefits the design has incorporated following features:

- Street design and streetscapes including boulevards connecting and traversing through the different subdistricts.
- Gateway icons that announce entry into and welcome residents and guests to the development. Wayfinding markers that give direction within the development and reinforce the quality of the development.
- Public areas that are accessible and provide for a variety of entertainment and recreational experiences.
- Subdistricts that allow for a crossover of uses while concentrating like uses for the convenience of residents and guests.

SUBDISTRICT DESIGN

- ***Subdistrict 1—Regional Retail.*** Subdistrict 1, as depicted on the Conceptual Development Plan (Exhibit D) shall serve the purpose of providing for the needs of the community by facilitating the development of regional-serving retail, personal service, and office uses.
- ***Subdistrict 2—Lifestyle Center.*** Subdistrict 2, as depicted on the Conceptual Development Plan (Exhibit D) shall serve the purpose of providing a compact, neighborhood and pedestrian scale mixture of office, retail, personal service, residential and community activities on single or contiguous building sites.
- ***Subdistrict 3—Downtown Center.*** Subdistrict 3, as depicted on the Conceptual Development Plan (Exhibit D) shall serve the purpose of providing an active living and working community benefiting from its proximity to the existing Town core and the adjacent Subdistricts.
- ***Subdistrict 4—Residential Neighborhood.*** Subdistrict 4, as depicted on the Conceptual Development Plan (Exhibit D) shall serve the purpose of providing a planned residential community to serve the needs of the Town and add a complimentary use to the overall development.

BUILDING DESIGN

Building design is only one element that contributes to the fabric of a community. Although building design can be the most effective means of translating the character, it has to work in concert with all other designed elements. It is not the intent of this section inhibit but give the freedom to achieve excellence in building design within the limits of a few design criteria.

BUILDING MASSING AND SCALE. A building's mass or scale is determined by its component parts, including the size of its footprint, its height, its proportions and its relationship to surrounding buildings. Individual characteristics of mass and scale include:

- ***Form:*** A buildings form should have a relationship to the proposed streetscape that contributes to a comfortable environment and pleasing pedestrian experience. Its form should also be in context with surrounding buildings.
- ***Shape:*** A buildings shape should incorporate variations in height, rooflines and wall planes and be expressive without seeming unnatural.
- ***Scale:*** The use may be a determining factor in the size of a building. Incorporating special design techniques can reduce the apparent scale of a structure, such as:
    a. Subdividing the façade of the building into top, bottom and middle components.
    b. Using overhangs and shadow lines to create a sense of depth.
    c. Changing building finishes or colors at logical breakpoints.
    d. Repeating patterns of windows, awnings, colonnades, porches, offsets or recesses.

BUILDING RHYTHM/ARTICULATION. All buildings, shall be designed to incorporate a form of architectural articulation as described in other sections of this document. Architectural articulation can be achieved in a variety of traditional and imaginative ways. The intent is to allow creative architectural notions but not be gregarious or draw unusual attention to their expression. This will allow for variety of design and identity within subdistricts while maintaining high standards for the overall development.

ARCHITECTURAL ELEMENTS. They are the unique details and component parts that together, form the architectural style of buildings. Architectural elements typically include compositions of forms and shapes, patterns of windows, doors, roofs and awnings but can also include compositions of materials, expressions of structure, notions of shade and respite, patterns of light and dark, placement of follies and fixtures, all of which must be combined in ways that reinforce the character and quality of the overall development.

FAÇADE TREATMENTS. Building façades, with their shapes, materials, colors, openings, textures, and details, shall be used to contribute to the architectural character of the development.

- All Retail except Major Anchor Retail shall have ground level storefront extending across a minimum of 50% of front façade length. Other uses shall have window treatments appropriate for their use.
- On secondary sides of retail buildings, windows do not need to be provided at ground level; however, buildings should avoid monotonous, uninterrupted walls by incorporating articulation standards as outlined in other sections of this document. A variety of offsets, recesses, etc. shall be used to add variety and interest to the building and eliminate long blank walls.
- Same or similar materials will be used on major as well as minor sides of the building to ensure a continuity of the building on all sides.

LIGHTING. Lighting is an important aspect of the development. Strategic placement of lighting will greatly enhance the overall ambiance of the development. Security lighting shall be installed per the codes and ordinances of the Town. Architectural lighting should be designed to enhance the buildings appearance. Exterior lighting such as street lamps, façade lighting, twinkle lights, up-lighting at key building elements and landscape features, etc., is allowed. All lighting shall meet the standards outlined in the Town's Zoning Ordinance as it currently exists or as amended there to.

PAD SITE BUILDINGS. Buildings on pad sites shall use similar materials and elements in order to visually identify with the rest of the project.

PUBLIC REALM DESIGN

The public realm exists at the intersections of the various aspects of community living. It consists of areas with unlimited and direct access and is centered upon the pedestrian experience. Streets, sidewalks, plazas and parks are all components of the public realm, and help create a pedestrian network. This network should be given priority over the street network (vehicle access) and provide visible connections to parking facilities, crossings and adjacent development while being of a size to accommodate pedestrian traffic patterns. Crossings shall be designed to minimize pedestrian traffic exposure to vehicle traffic.

The street network should provide connectivity as well as flexibility for future development and be able to accommodate a pedestrian network with appropriate shading from trees and built structures. Other streetscape elements such as benches, wayfinding devices, planting strips, receptacles for trash and recycling, water features and various art and performance media shall contribute to the pedestrian experience. This shall be in accordance with unified landscaping and streetscape plans.

Public parks and open spaces contribute not only to the pedestrian experience but also to the ecological value and appearance of the development. By providing space for recreation, they promote community and gathering and can enhance value for retail, restaurant and residential uses.

URBAN RESIDENTIAL DEVELOPMENT GUIDELINES

Residential units shall be located in a manner that will provide privacy for residents by one or several of the following:

- Provide a small landscaped front setback
- Raise or lower the finished ground level relative to the sidewalk level
- Allow for encroachment by stoops, stairs and porches within the area between the front façade and the property line

ARCHITECTURAL ELEMENTS

- Residential buildings shall have relatively little horizontal articulation and simple roofs, with most building wing articulations set at the rear of the structure. Window projections, stoops, porches, balconies and similar extensions are exempt from this standard.
- Gable roofs, if provided, shall have a minimum pitch of 9:12. The minimum pitch for hip roofs is 6:12. Other roof types shall be appropriate to the architectural style of the building.
- Architectural embellishments that add visual interest to the roof, such as dormers and masonry chimneys, may be provided.

PARKING. Where practicable, off-street parking shall be accessed via alleys along the side or rear property lines, thus eliminating driveways from the residential streetscape. However, off-street parking may also be accessed via other public/private streets along the front property line.

APPENDIX A—ZONING EXHIBIT & LEGAL DESCRIPTION

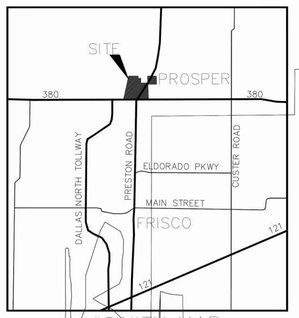
EXHIBIT "A"

APPENDIX A-1—ZONING EXHIBIT & LEGAL DESCRIPTION

EXHIBIT "A-1"

APPENDIX B—CONCEPTUAL DEVELOPMENT PLAN

EXHIBIT "D"



VICINITY MAP
PROSPER, TX
NOT TO SCALE

TOWN OF PROSPER SCREENING PROIVSIONS SHALL APPLY TO RESIDENTIAL DEVELOPMENTS ADJACENT TO RAILROAD.

CERTAIN WHOLESALE, INDUSTRIAL AND MANUFACTURING USES ALLOWED IN THIS AREA (REF. NOTE 15 IN PERMITTED USE MATRIX)

TOWN OF PROSPER SCREENING PROIVSIONS SHALL APPLY TO RESIDENTIAL DEVELOPMENTS ADJACENT TO RAILROAD.

PROSPER TOWN HALL
MCKINLEY STREET
MAIN STREET
COLEMAN STREET
FIRST STREET
80' ROW
CRAIG ROAD
BNSF RAILROAD ROW
BURLINGTON NORTHERN SANTA FE RAILROAD
PROPOSED LOVERS LANE
LOVERS LANE
U.S. HIGHWAY 380
RICHLAND BLVD
PRESTON RD.
SUBDISTRICT 1
SUBDISTRICT 2
SUBDISTRICT 3
SUBDISTRICT 4
PARK
DETENTION
LIFESTYLE CENTER
MULTI-FAMILY UNITS
HOTEL
RETAIL
4,564 SF
FUEL
2,756 SF
136,000 SF
ANCHOR
185,632 SF
ANCHOR
90,000 SF
JR ANCHOR-15,196 SF
RETAIL-3,304 SF
RETAIL-2,455 SF
STORAGE-1,519 SF
RETAIL-4,545 SF
RETAIL-2,455 SF
RETAIL-2,338 SF
RETAIL-3,000 SF
RETAIL-3,000 SF
RETAIL-5,000 SF
JR ANCHOR-18,017 SF
RETAIL-7,700 SF
RETAIL-6,001 SF
RETAIL-10,010 SF
RETAIL-12,566 SF
JR ANCHOR-25,060 SF
JR ANCHOR-21,000 SF
RETAIL-5,999 SF
RETAIL-8,500 SF
JR ANCHOR-41,071 SF

0 400 800

Applicant:
Kimley-Horn and Associates, Inc.
106 West Louisiana Street
McKinney, TX 75069
469-301-2590
Contact : Joe Riccardi

Owner:
389 & 289 LP
1 Cowboys Parkway
Frisco, TX 75036

Owner:
183 Land Corporation, Inc.
1 Cowboys Parkway
Frisco, TX 75036

Gates of Prosper

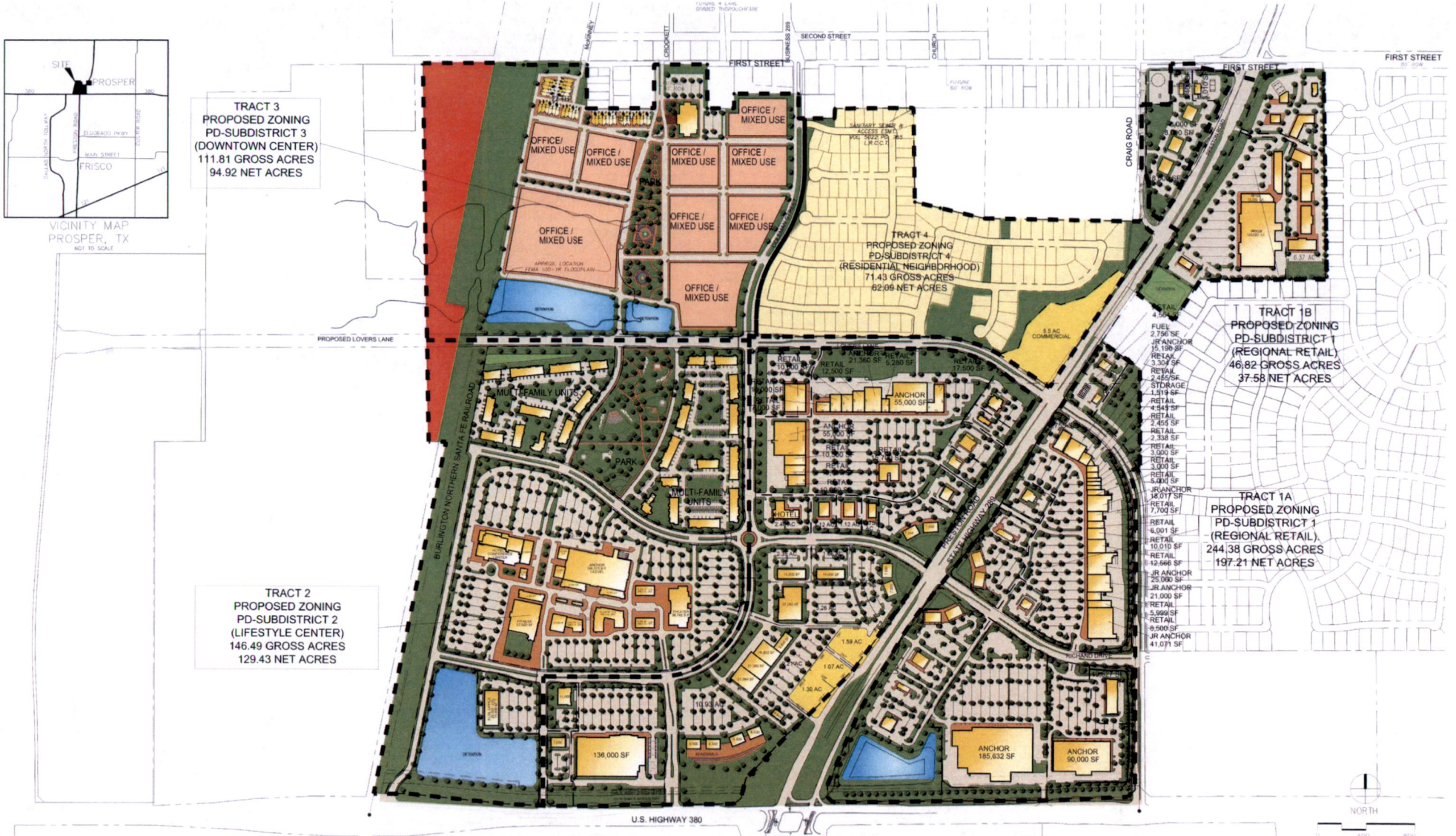
Blue Star Land

Exhibit D

Date:07.02.25 Scale 1" = 300'

O'BRIEN

Previously Approved Conceptual Plan



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.
OVERALL BUILDING, PARKING AND LOT LAYOUTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT REPRESENT THE FINAL LAYOUT.

Applicant:
Kimley-Horn and Associates, Inc.
106 West Louisiana Street
McKinney, TX 75069
469-301-2590
Contact : Joe Riccardi

Owner:
389 & 289 LP
1 Cowboys Parkway
Frisco, TX 75036

Owner:
183 Land Corporation, Inc.
1 Cowboys Parkway
Frisco, TX 75036

Gates of Prosper

Blue Star Land

Exhibit D-621.07 Acres

Date: 03.03.21 Scale 1" = 300'

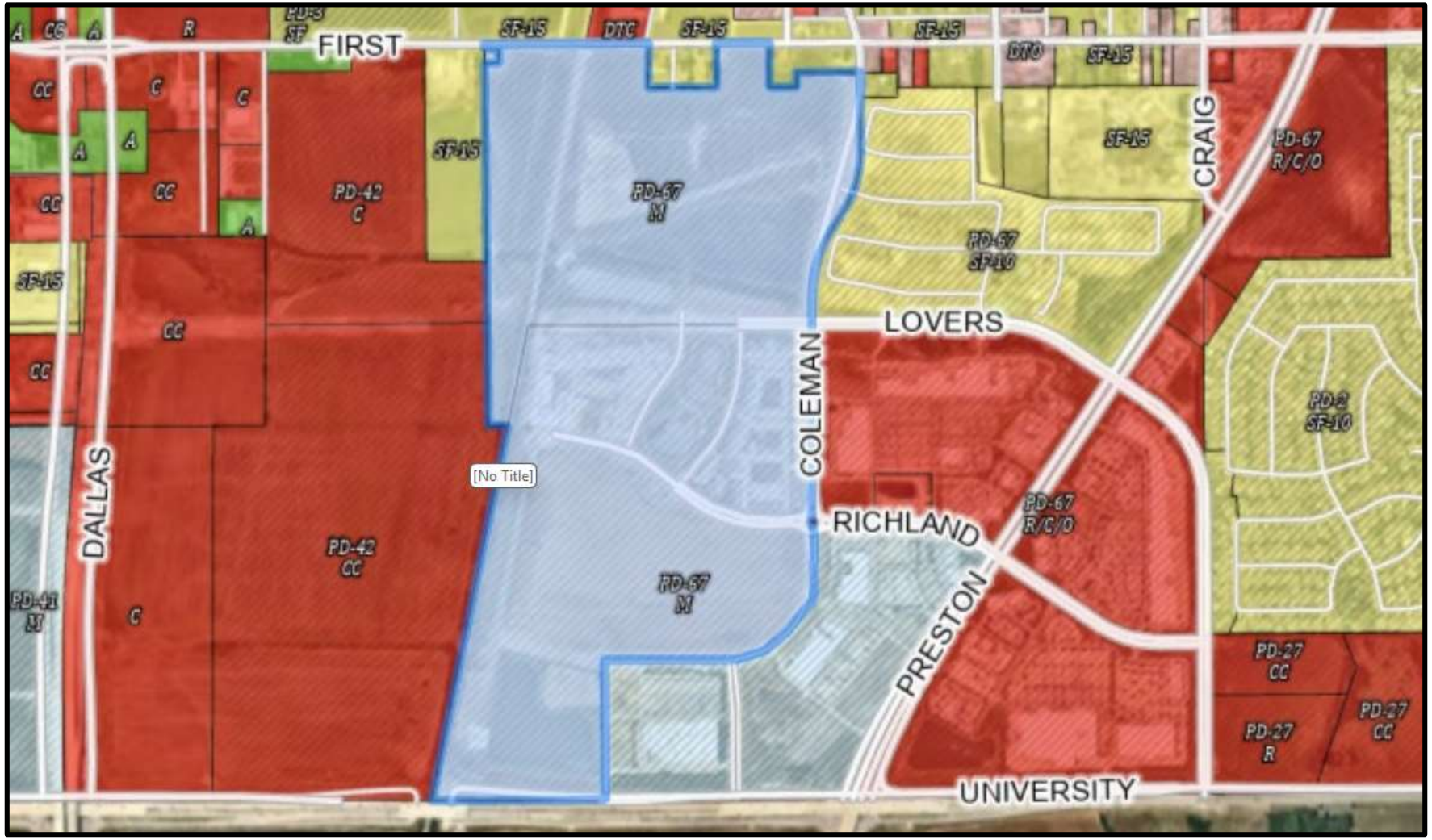
O'BRIEN ARCHITECTS

Amendment of Planned Development-67 Gates of Prosper – Subdistricts 2 and 3 (ZONE-24-0012)

Agenda Item 6.

Conduct a Public Hearing and consider and act upon a request to amend the uses and conceptual layout of a portion of Subdistrict 2 and Subdistrict 3 of Planned Development-67, consisting of 258.3± acres on the west of Preston Road between US 380 (University Drive) and First Street. (ZONE-24-0012)

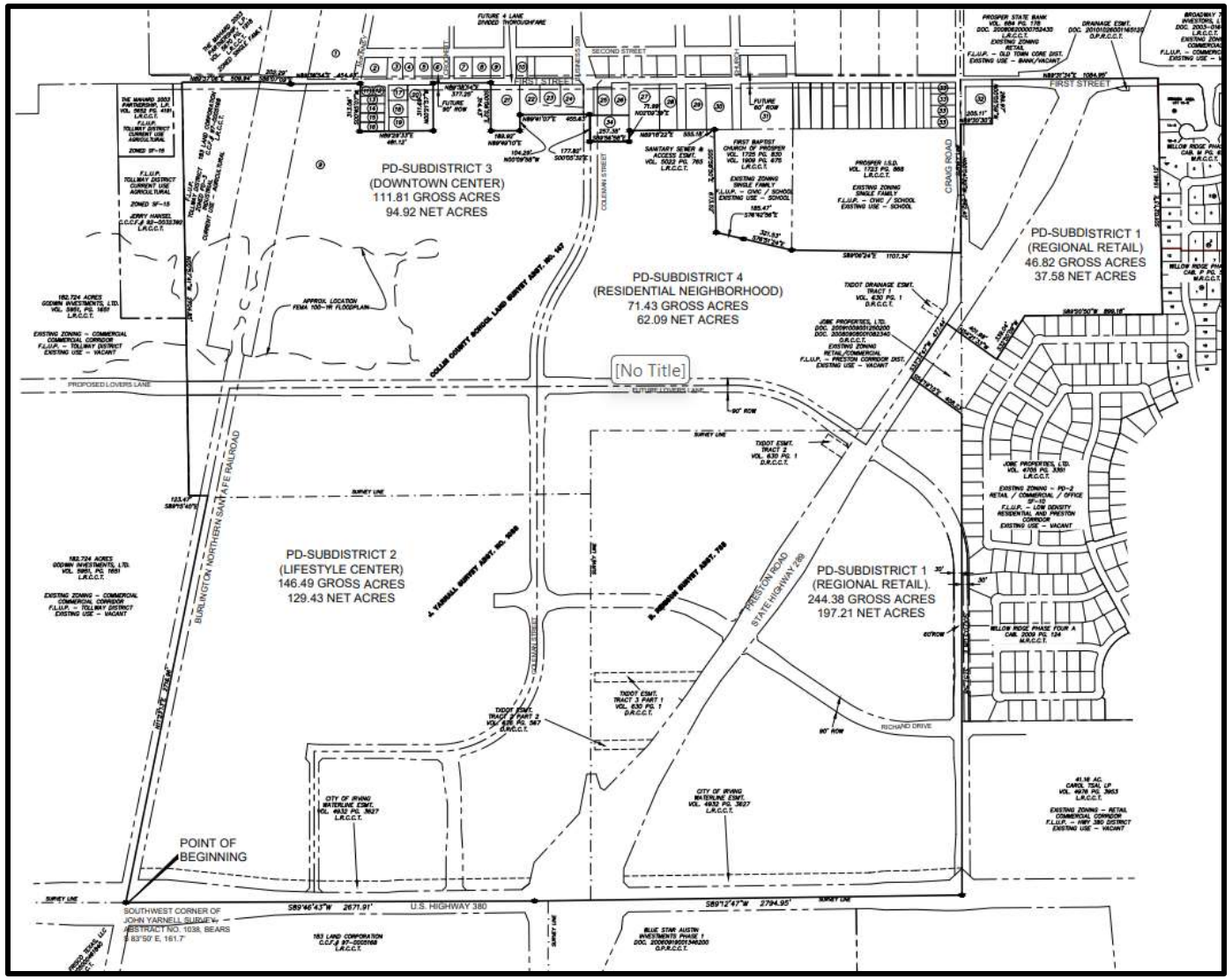

FIRST
COLEMAN
CHURCH
CRAIG
LOVERS
PRESTON
DALLAS
RICHLAND
UNIVERSITY

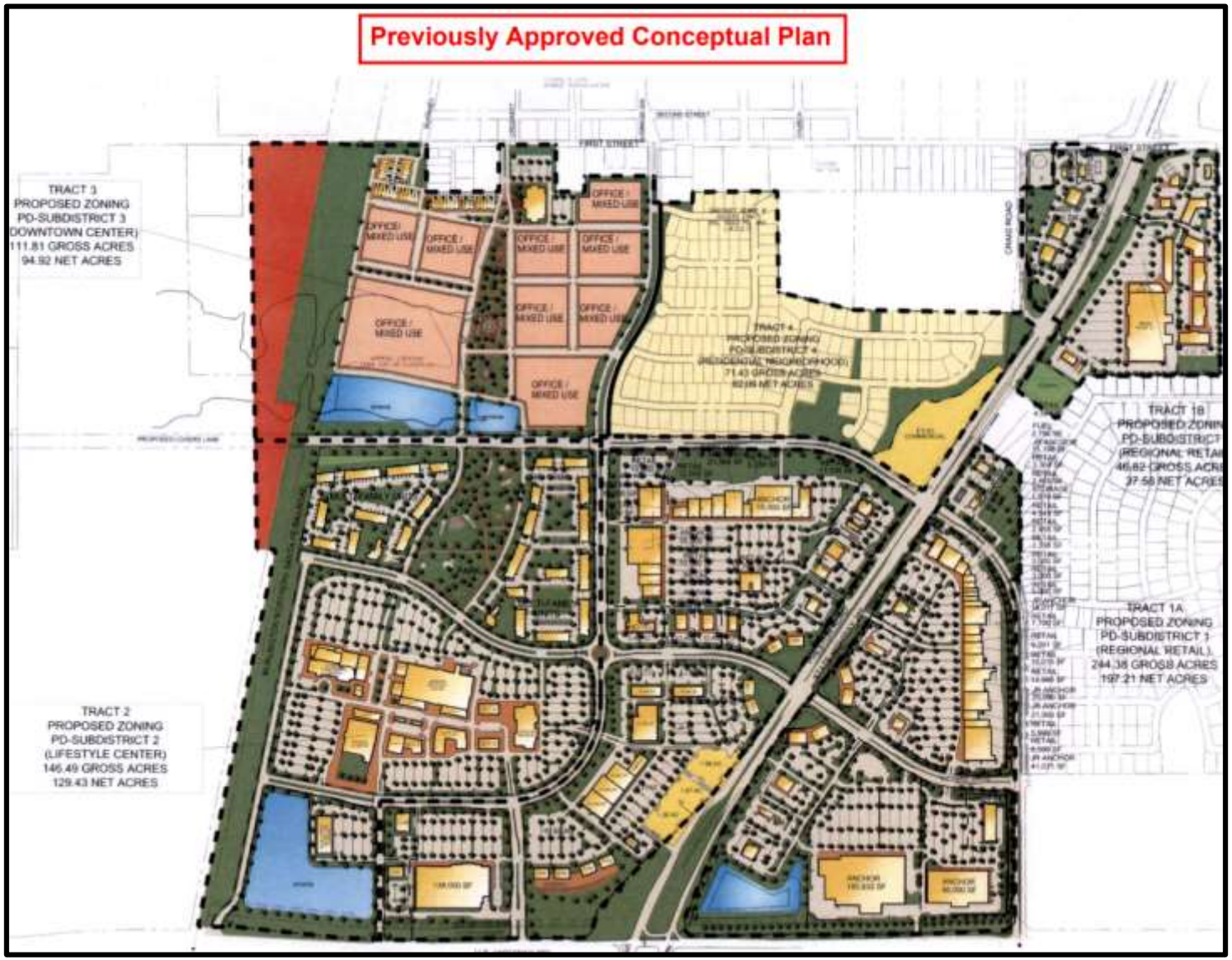

FIRST
LOVERS
RICHLAND
PRESTON
UNIVERSITY
DALLAS
COLEMAN
CRAIG
[No Title]
PD-42 C
PD-42 CC
PD-67 M
PD-67 SF-10
PD-67 R/C/O
PD-2 SF-10
PD-27 CC
PD-27 R
SF-15
DTC
CC
C
A
R



Future Land Use Plan:

The Future Land Use Plan recommends Town Center for the property east of Burlington Railroad. A small portion of the property is west of the railroad and designated Dallas North Tollway District. There are also Park and Floodplain designations within the property.


PD-SUBDISTRICT 3
(DOWNTOWN CENTER)
111.81 GROSS ACRES
94.92 NET ACRES
PD-SUBDISTRICT 4
(RESIDENTIAL NEIGHBORHOOD)
71.43 GROSS ACRES
62.09 NET ACRES
PD-SUBDISTRICT 1
(REGIONAL RETAIL)
46.82 GROSS ACRES
37.58 NET ACRES
PD-SUBDISTRICT 2
(LIFESTYLE CENTER)
146.49 GROSS ACRES
129.43 NET ACRES
PD-SUBDISTRICT 1
(REGIONAL RETAIL).
244.38 GROSS ACRES
197.21 NET ACRES
[No Title]
FIRST STREET
SECOND STREET
COLEMAN STREET
CRAIG ROAD
COLLIN COUNTY SCHOOL LAND SURVEY ABST. NO. 147
PROPOSED LOVERS LANE
FUTURE LOVERS LANE
BURLINGTON NORTHERN SANTA FE RAILROAD
PRESTON ROAD
STATE HIGHWAY 289
RICHARD DRIVE
WILLIAMS STREET
4. YARNELL SURVEY ABST. NO. 1428
J. BERRIEN SURVEY ABST. 148
POINT OF
BEGINNING
SOUTHWEST CORNER OF
JOHN YARNELL SURVEY
ABSTRACT NO. 1038, BEARS
S 83°50' E, 161.7
U.S. HIGHWAY 380
S89°46'43"W 2671.91'
S89°12'47"W 2794.95'


Previously Approved Conceptual Plan
TRACT 3
PROPOSED ZONING
PD-SUBDISTRICT 3
(DOWNTOWN CENTER)
111.81 GROSS ACRES
94.92 NET ACRES
TRACT 2
PROPOSED ZONING
PD-SUBDISTRICT 2
(LIFESTYLE CENTER)
146.49 GROSS ACRES
129.43 NET ACRES
TRACT 1A
PROPOSED ZONING
PD-SUBDISTRICT 3
(REGIONAL RETAIL)
244.38 GROSS ACRES
197.21 NET ACRES
FIRST STREET
OFFICE / MIXED USE


SUBDISTRICT 3
SUBDISTRICT 4
SUBDISTRICT 1
SUBDISTRICT 2
SUBDISTRICT 1
CRAIG ROAD

Subdistrict 2 Lifestyle Center. Serves the purpose of providing a compact, neighborhood and pedestrian scale mixture of office, retail, personal service, residential and community activities on a single or contiguous building sites.

Previous Conceptual Plan



Proposed Conceptual Plan



Subdistrict 3 Downtown Center. Serves the purpose of providing an active living and working community benefiting from its proximity to the existing Town core and the adjacent Subdistricts.

Previous Conceptual Plan



Proposed Conceptual Plan



Information

Background:

On September 17, 2024, the Town Council and Planning & Zoning Commission held a Joint Work Session to discuss the proposed amendment to modify the residential components of Subdistricts 2 and 3.

At the time, the proposal was to modify Subdistrict 2 to allow for 600 additional multifamily units and modify Subdistrict 3 to allow 150 alley-served single-family lots, of which a maximum 110 lots would have a 40-foot lot width. District 3 was to also have a maximum 150 townhomes, a use that is already allowed within the Planned Development.

Proposed Modifications

Multifamily

Current Criteria for Multifamily:

- Maximum 600 units for all Subdistricts
- Maximum 600 units for Subdistrict 2
- Maximum 300 Multifamily Units for Subdistrict 3

Proposed Criteria for Multifamily:

- Maximum 1,200 units for all Subdistricts
- Existing 600 units in Subdistrict 2
- Additional 600 units allowed in Subdistrict 2
- A clarification was added to the standard that 40 percent of units will have private garages; it only applies to the multifamily that is outside of the Lifestyle Center.

Proposed Modifications

Townhomes

Existing Criteria for Townhomes:

- Maximum 150 units for all Subdistricts
- Maximum 150 units in Subdistrict 2
- Maximum 150 units in Subdistrict 3
- Minimum lot area of 2,500 square feet
    - The applicant indicated that this minimum area was in error. The lot width minimum is 20 ft and the lot depth minimum is 90 ft, resulting in a lot area of 1,800 sq ft.

Proposed Criteria for Townhomes:

- Townhomes still allowed in each subdistrict; the concept plan shows all 150 units within Subdistrict 3
- Minimum lot area of 1,800 square feet
- Addition that greater articulation will be provided on sides of townhomes adjacent to public streets and open spaces

Proposed Modifications

Single Family

Existing Criteria for Single Family

- Maximum 200 units
- Only permitted within Subdistrict 4
- Two lot types at 8,640 sq ft (64 ft x 125 ft) and 9,990 sq ft (74 ft x 125 ft)

Proposed Criteria for Single Family

- 200 Maximum units in Subdistrict 4 per lot types listed above (no change)
  Starview Phases 1 and 2 consist of 173 front-entry lots
- No Maximum of Allowable units in Subdistrict 3
  - Front-entry lots
  - Provision added that front yard setbacks will not be staggered

Proposed Modifications

Single Family

Proposed Criteria for Single Family (continued)

- Addition of architectural criteria for single family buildings
- Minimum lot width – 55 ft
- Minimum lot depth – 100 ft
- Minimum lot area – 6,875 sq ft
- Minimum dwelling size – 1,800 sq ft
- Maximum height – 40 ft / two-stories
- Lots may be center loaded or zero lot line patio homes
  - Center Loaded Setbacks: 15’ front / 7’ side / 20’ rear
  - Side Loaded (Patio Home) Setbacks: 15’ front / 0’ side / 20’ rear
  - A 10 ft separation is required between adjacent side loaded units

Noticing

Notices:

- Mail – Friday, July 25th
- Newspaper – Friday, August 8th

Citizen Response:

- None

Recommendation

Town Staff:

- Approval

Planning & Zoning Commission:

- Denial (4-0)

  Issues:
  - Density of Subdistrict 3
  - Single Family Lot Width

TOWN OF PROSPER
A Place Where Everyone Matters

PLANNING

To: **Mayor and Town Council**

From: **David Hoover, AICP, Director of Development Services**

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager

Re: **Planned Development for Prosper Oaks**

Town Council Meeting – August 26, 2025

Strategic Visioning Priority: 3. Commercial Corridors are ready for Development

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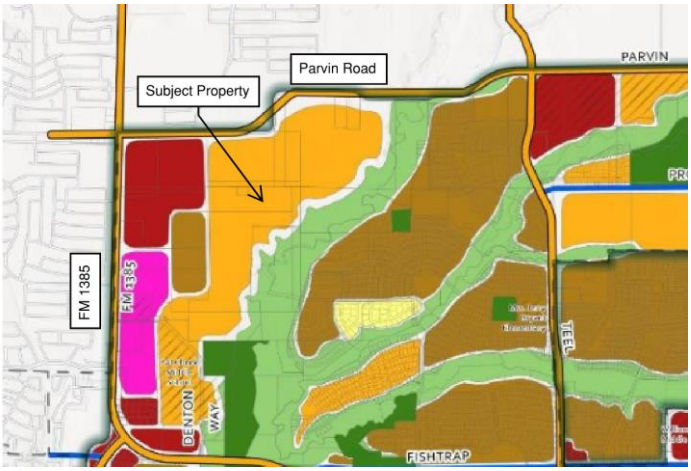
Agenda Item:
Conduct a Public Hearing and consider and act upon a request to rezone 373.5± acres from Agricultural to a Planned Development allowing for both Single-Family and Age-Restricted Single-Family Residences, located on the south side of Parvin Road and 2,070± feet east of FM 1385. (ZONE-24-0022)

Future Land Use Plan:
The Future Land Use Plan recommends Medium Density Residential.

- Medium Density Residential recommends single-family detached dwelling units on lots that range from 12,500 square feet to 20,000 square feet. Medium Density Residential neighborhoods may have a variation of lot sizes provided that the density is within a specific range (1.6 – 2.5 dwelling units per acre). The single-family portion of this development has lot sizes ranging from 10,000 square feet to 12,500 square feet with an overall density of 2.1 units per acre.

The proposed zoning case requires an amendment to the Future Land Use Plan from Medium Density Residential to High Density Residential.

- High Density Residential recommends single-family detached dwelling units on lots that are smaller than 10,000 square feet. High Density Residential neighborhoods have a density of greater than 2.5 dwelling units per acre. The age-restricted single-family portion of this development has lot sizes ranging from 7,500 square feet to 10,000 square feet with an overall density of 3.0 units per acre. This requires the Future Land Use Plan for this portion of the development to be amended from Medium Density Residential to High Density Residential.





Zoning:
The property is zoned Agricultural.

Thoroughfare Plan:
This property has direct access to Parvin Road.

Parks Master Plan:
The Parks Master Plan does not indicate that a park is needed on the subject property.

Hike & Bike Trail:
The Hike & Bike Trail Master Plan requires hike and bike trails along Parvin Road, Frontier Parkway, and Doe Branch that connect to the existing hike and bike trails adjacent to Windsong Ranch.

Budget Impact:
There is no budgetary impact affiliated with this item.

Legal Obligations and Review:
Notification was provided as required by the Zoning Ordinance and state law. Staff has received two responses in support of the proposed zoning request to date.

Attached Documents:
1. Aerial & Zoning Maps
2. Future Land Use Exhibit
3. Exhibit A-1 – Written Metes and Bounds
4. Exhibit A-2 – Boundary Exhibit
5. Exhibit B – Letter of Intent
6. Exhibit C – Development Standards (Clean)
7. Exhibit C – Development Standards (Redlined)
8. Exhibit D – Conceptual Plan
9. Exhibit E – Development Schedule
10. Exhibit F – Elevations
11. Exhibit G – Landscape, Open Space, and Trail Plan
12. Exhibit H – Amenity Renderings
13. Draft Development Agreement
14. Letter of Support – Carey, S.
15. Letter of Support – Carey, M.
16. PowerPoint Slides

Description of Agenda Item:
The purpose of this request is to rezone the property from Agricultural to a Planned Development with a base zoning of Single Family-12.5 for the single-family residential section and Single Family-10 for the age-restricted single-family residential section. The intent of the request is to construct a maximum of 800 single-family homes on 373.5± acres. On the eastern tract of the property, 181.8± acres, the intent is to construct a maximum of 275 single-family homes. On the western tract of the property, 191.7± acres, the intent is to construct a maximum of 525 age-restricted single-family homes intended for residents 55 years of age and older.

Compatibility:
This zoning change would not be out of character with the existing area due to compatibility with the surrounding properties. The surrounding property to the east is an existing residential neighborhood, Windsong Ranch, with lot sizes ranging from 8,000 square feet to 20,000 square feet. The eastern portion of the proposed subdivision that will be adjacent to Windsong Ranch has lot sizes ranging from 10,000 square feet to 20,000 square feet that will keep the Future Land Use Plan for this section of the property as Medium Density Residential. The surrounding property to the south is vacant, owned by the Town, and will become a Town Park in the future. The surrounding property to the west is vacant with Future Land Use distinctions of High Density Residential and Retail & Neighborhood Services. The proposed change in the Future Land Use Plan to High Density Residential on the western portion of the property aligns with the Future Land Use distinction on the adjacent, vacant property to the west.

The zoning and land use of the surrounding properties are as follows:

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Agricultural	Vacant	Medium Density Residential
North	City of Celina	Single-Family Residential	N/A
East	Planned Development-40 (Single-Family)	Single-Family Residential (Windsong Ranch)	High Density Residential
South	Planned Development-40 (Single-Family)	Vacant	Parks
West	Agricultural	Vacant	High Density Residential and Retail & Neighborhood Services

SINGLE-FAMILY RESIDENTIAL SECTION (EAST TRACT)

Density:
Per the Town's Future Land Use Plan, the gross density of Medium Density Residential developments will not be less than 1.6 dwelling units per acre or greater than 2.5 dwelling units per acre. The proposed development would allow for a maximum of 275 single-family homes on 181.8± acres (130.7± net acres), putting the density for this development at 2.1 units per acre.

District Regulations:

The eastern section of this property contains two different lot types, Type A and Type B Lots. Type A Lots will have a lot width of 80 feet or greater and will be developed to the standards of the Single Family-12.5 District in the Zoning Ordinance. A minimum of 100 Type A Lots are required in the east tract. Type B Lots will have lot widths of less than 80 feet but no less than 75 feet. Type B Lots will be developed to the standards of the Single Family-10 District in the Zoning Ordinance. Additionally, a minimum of ten percent of all lots within this tract will be required to be a minimum of 20,000 square feet. The single-family residential district regulations within the Planned Development compared to the regulations in the Single Family-12.5 and Single Family-10 Districts in the Zoning Ordinance are shown below.

	Single Family-12.5 District Regulations (Zoning Ordinance)	**Proposed District Regulations (Type A Lots)**	**Single Family-10 District Regulations (Zoning Ordinance)**	**Proposed District Regulations (Type B Lots)**
Size of Yards	**Front:** 30’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’	**Front:** 30’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’	**Front:** 25’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’	**Front:** 25’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’
Size of Lots	**Minimum Lot Area:** 12,500 SF **Minimum Lot Width:** 80’ **Minimum Lot Depth:** 135’	**Minimum Lot Area:** 12,500 SF **Minimum Lot Width:** 80’ **Minimum Lot Depth:** 135’	**Minimum Lot Area:** 10,000 SF **Minimum Lot Width:** 80’ **Minimum Lot Depth:** 125’	**Minimum Lot Area:** 10,000 SF **Minimum Lot Width:** 75’ **Minimum Lot Depth:** 125’
Minimum Dwelling Area	**Dwelling Area:** 1,800 SF	**Dwelling Area:** 1,800 SF	**Dwelling Area:** 1,800 SF	**Dwelling Area:** 1,800 SF
Minimum Enclosed Parking (Garage) Area	**Garage Area:** 400 SF	**Garage Area:** 600 SF	**Garage Area:** 400 SF	**Garage Area:** 600 SF
Maximum Height	**Stories:** 2.5 Stories or 40’	**Stories:** 2.5 Stories or 40’	**Stories:** 2.5 Stories or 40’	**Stories:** 2.5 Stories or 40’
Maximum Lot Coverage	**Lot Coverage:** 45%	**Lot Coverage:** 45%	**Lot Coverage:** 45%	**Lot Coverage:** 45%

Uses:
The list of permitted uses within the single-family residential section of this Planned Development is shown below.

- By Right:
  - Accessory Building
  - Antenna and/or Antenna Support Structure, Non-Commercial
  - Child Care Center, Home
  - Home Occupation
  - Homebuilder Marketing Center
  - Household Care Facility
  - Model Home
  - Municipal Uses Operated by the Town of Prosper
  - Park or Playground
  - Private Recreation Center
  - Private Street Development
  - Private Utility, Other Than Listed
  - School, Public
  - Single-Family Dwelling, Detached
  - Wireless Communications and Support Structures less than 15 Feet in Height
  - Incidental Uses (Amenity Centers, Community Pools, Sports Courts, etc.)

- By Specific Use Permit:
  - Utility Distribution Facility
  - Wireless Communications and Support Structures greater than 15 Feet in Height

Open Space and Amenities:
The open space standards within the single-family residential section of this Planned Development require a minimum of 30 acres of open space that is non-contiguous provided that each open space area be a minimum of 10,000 square feet and a minimum of 40 feet in width. The amenity standards within the single-family residential section of this Planned Development require a resident amenity area, pocket park with a playground, and at least three amenities from the list below. The amenity area must be completed prior to issuance of a Certificate of Occupancy for the 138th home (out of 275), or halfway through the development of this tract.

- Potential Amenities (Minimum of 3):
  - Event Lawn
  - Fire Pit
  - Fishing Pier
  - Game Lawn
  - Outdoor Grilling Station
  - Pavillion
  - Putting Green
  - Sports Court

AGE-RESTRICTED SINGLE-FAMILY RESIDENTIAL SECTION (WEST TRACT)

Density:
Per the Town's Future Land Use Plan, the gross density of High Density Residential developments will be greater than 2.5 dwelling units per acre. The proposed development would allow for a maximum of 525 single-family homes on 191.7± acres (175.6± net acres), putting the density for this development at 3.0 units per acre.

District Regulations:

The western section of this property contains three different lot types, Type C, Type D, and Type E Lots. Type C Lots will have a lot width of 75 feet or greater and will be developed to the standards of the Single Family-10 District in the Zoning Ordinance. A minimum of 100 Type C Lots are required within the west tract. Type D Lots will have lot widths of less than 75 feet but no less than 65 feet. Type D Lots will be developed to the standards of the Single Family-10 District in the Zoning Ordinance. Type E Lots will have lot widths of less than 65 feet but no less than 55 feet. Type E Lots will be developed to the standards of the Single Family-10 District in the Zoning Ordinance. A maximum of 200 Type E Lots are permitted in the west tract. These lot types will be inter-mixed within the west tract so that each block will have a different variation of the lot types. The age-restricted single-family residential district regulations within the Planned Development compared to the regulations in the Single Family-10 District in the Zoning Ordinance are shown below.

	Single Family-10 District Regulations (Zoning Ordinance)	**Proposed District Regulations (Type C Lots)**	**Proposed District Regulations (Type D Lots)**	**Proposed District Regulations (Type E Lots)**
Size of Yards	**Front:** 25’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’	**Front:** 25’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’	**Front:** 25’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’	**Front:** 25’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’
Size of Lots	**Minimum Lot Area:** 10,000 SF **Minimum Lot Width:** 80’ **Minimum Lot Depth:** 125’	**Minimum Lot Area:** 10,000 SF **Minimum Lot Width:** 75’ **Minimum Lot Depth:** 125’	**Minimum Lot Area:** 8,800 SF **Minimum Lot Width:** 65’ **Minimum Lot Depth:** 125’	**Minimum Lot Area:** 7,500 SF **Minimum Lot Width:** 55’ **Minimum Lot Depth:** 125’
Minimum Dwelling Area	**Dwelling Area:** 1,800 SF	**Dwelling Area:** 2,000 SF	**Dwelling Area:** 1,800 SF	**Dwelling Area:** 1,550 SF
Minimum Enclosed Parking (Garage) Area	**Garage Area:** 400 SF	**Garage Area:** 400 SF	**Garage Area:** 400 SF	**Garage Area:** 400 SF
Maximum Height	**Stories:** 2.5 Stories or 40’	**Stories:** 2.5 Stories or 40’	**Stories:** 2.5 Stories or 40’	**Stories:** 2.5 Stories or 40’
Maximum Lot Coverage	**Lot Coverage:** 45%	**Lot Coverage:** 45%	**Lot Coverage:** 45%	**Lot Coverage:** 45%

Uses:
The list of permitted uses within the age-restricted single-family residential section of this Planned Development is shown below.

- By Right:
  - Accessory Building
  - Antenna and/or Antenna Support Structure, Non-Commercial
  - Home Occupation
  - Homebuilder Marketing Center
  - Household Care Facility
  - Model Home
  - Municipal Uses Operated by the Town of Prosper
  - Park or Playground
  - Private Recreation Center
  - Private Street Development
  - Private Utility, Other Than Listed
  - Single-Family Dwelling, Detached (Active Adult Community)
  - Wireless Communications and Support Structures less than 15 Feet in Height
  - Incidental Uses (Amenity Centers, Community Pools, Food Trucks, etc.)

- By Specific Use Permit:
  - Utility Distribution Facility
  - Wireless Communications and Support Structures greater than 15 Feet in Height

Open Space and Amenities:
The open space standards within the age-restricted single-family residential section of this Planned Development require a minimum of 20 acres of open space that is non-contiguous provided that each open space area be a minimum of 10,000 square feet and a minimum of 40 feet in width. The amenity standards within the single-family residential section of this Planned Development require an amenity center or clubhouse, swimming pool with shade structure(s), and at least three amenities from the list below. The amenity area must be completed prior to issuance of a Certificate of Occupancy for the 263rd home (out of 525), or halfway through the development of this tract.

- Potential Amenities (Minimum of 3):
  - Bocce Ball Court
  - Event Lawn
  - Fire Pit
  - Game Lawn
  - Outdoor Spa
  - Pavillion with Outdoor Grilling Station
  - Putting Green
  - Shuffleboard Court or Table
  - Sports Court

GENERAL REGULATIONS (BOTH TRACTS)

Architectural Standards:
The architectural standards within this Planned Development are shown below.

- Building Materials:
    - Permitted Materials
        - Cementitious Fiber Board
        - Clay Fired Brick
        - Granite
        - Marble
        - Stone (Natural or Manufactured)
        - Stucco (Three-Coat)
    - Design
        - The exterior façade of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred percent (100%) masonry.
        - On front façades, cementitious fiber board may constitute up to fifty percent (50%) of the area for stories other than the first story. Additionally, cementitious fiber board may be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story.
        - On side and rear façades, cementitious fiber board may constitute up to twenty percent (20%) of all stories.
        - Any portion of an upper story, excluding windows, that faces public or private open space, public or private parks, or hike and bike trails, shall be one hundred percent (100%) masonry and may be comprised of cementitious fiber board.
        - The exterior cladding of chimneys shall be brick, natural, or manufactured stone, or stucco.
        - On Craftsman and Modern Farmhouse style homes (see Exhibit F), cementitious fiber board may constitute up to eighty percent (80%) of the area for stories other than the first story.
        - Cementitious fiber board may be used for architectural features, including window box outs, bay windows, roof dormers, garage door headers, columns, exposed sidewalls/gable ends above lower roofs, exposed rafter tails, or other architectural features as approved by the Director of Development Services.

- Roofing:
    - Materials
        - Roof material shall consist of standing seam copper, standing seam metal, natural slate shingles, imitation slate shingles, cementitious tile, or composition 30-year laminated shingles, or other materials as approved by the Director of Development Services.
    - Pitch
        - Main residential structures shall have a minimum slope of six by twelve (6:12).
        - Accessory structures shall have a minimum slope of 1.25:12.

- Entries and Driveways
    - Entries
        - All homes shall have a covered porch, stoop, or portico at the main front entry.
    - Driveways
        - All driveways shall be broomed finished concrete, salt finished concrete, stained patterned concrete, or brick/stone pavers.

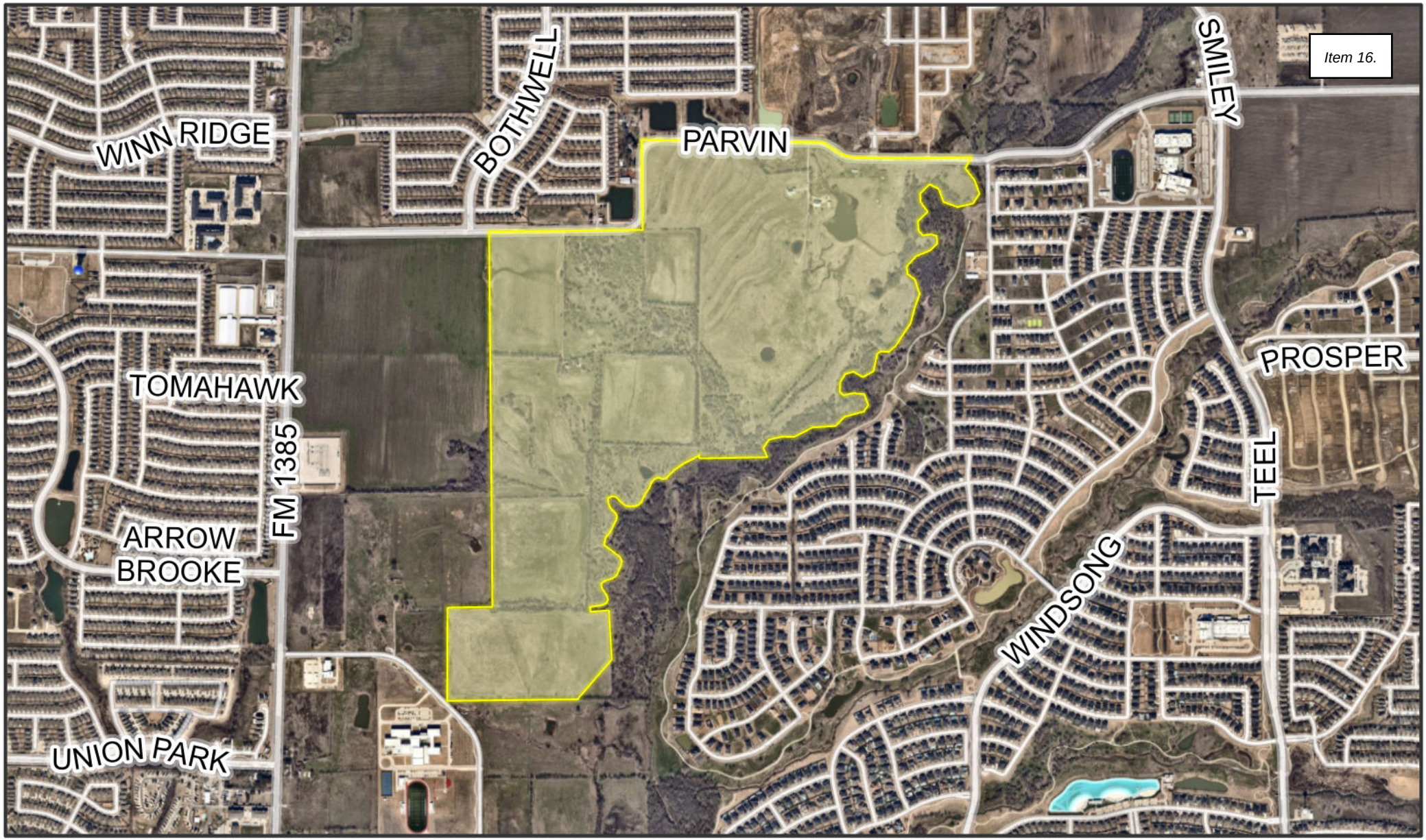
Screening and Fencing:
The screening and fencing standards within this Planned Development require all fencing along Parvin Road and Frontier Parkway to be constructed with a minimum of fifty percent (50%) ornamental metal to provide openness along adjacent thoroughfares.

Pedestrian Connectivity:
The pedestrian connectivity standards within this Planned Development reference compliance with Exhibit G, or the Landscape Plan, which indicates six-foot hike and bike trails along Parvin Road, Frontier Parkway, and Doe Branch that connect to the existing hike and bike trails adjacent to the neighboring community to the east, Windsong Ranch. Additionally, trail enhancements such as butterfly gardens, overlooks, trail heads, trail way stations, etc. will be provided at the entrances of private community trails.

Town Staff Recommendation:
The proposed zoning request is not compliant with the Future Land Use Plan; however, the western tract of this property is adjacent to vacant land that is designated as High Density Residential and Retail & Neighborhood Services. The western tract of this property, containing the age-restricted single-family section, would be compatible with future residential development to the west due to a similar Future Land Use designation and would provide a transition between any future commercial development and larger single-family homes that have a designation of Medium Density Residential. The eastern tract of this property, containing the single-family residential section, is compatible with the existing residential development to the east, Windsong Ranch, as they would have similar lot types and provide a transition between the age-restricted single-family residential and Windsong Ranch. For these reasons, Town Staff recommends approval of the request to rezone 373.5± acres from Agricultural to a Planned Development allowing for both Single-Family and Age-Restricted Single-Family Residences, located on the south side of Parvin Road and 2,070± feet east of FM 1385.

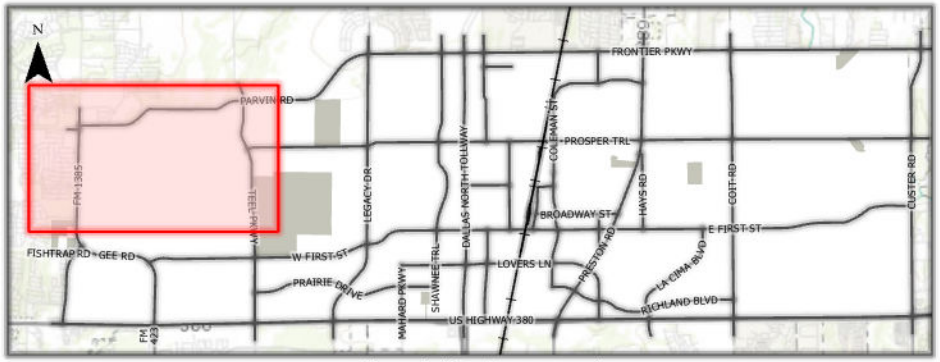
Planning & Zoning Recommendation:
The Planning & Zoning Commission unanimously recommended denial of this item by a vote of 4-0 at their meeting on August 5, 2025. The Commissioners opposed this item due to issues with the age-restricted single-family residential section (western tract), specifically the overall density (3.0 units per acre) being too high, the Type E Lots (7,500 SF; 55’ x 125’) being too small, and the lack of connectivity from the southern portion to the amenity center.

Proposed Motion:
I move to approve/deny the request to rezone 373.5± acres from Agricultural to a Planned Development allowing for both Single-Family and Age-Restricted Single-Family Residences, located on the south side of Parvin Road and 2,070± feet east of FM 1385.



TOWN OF PROSPER

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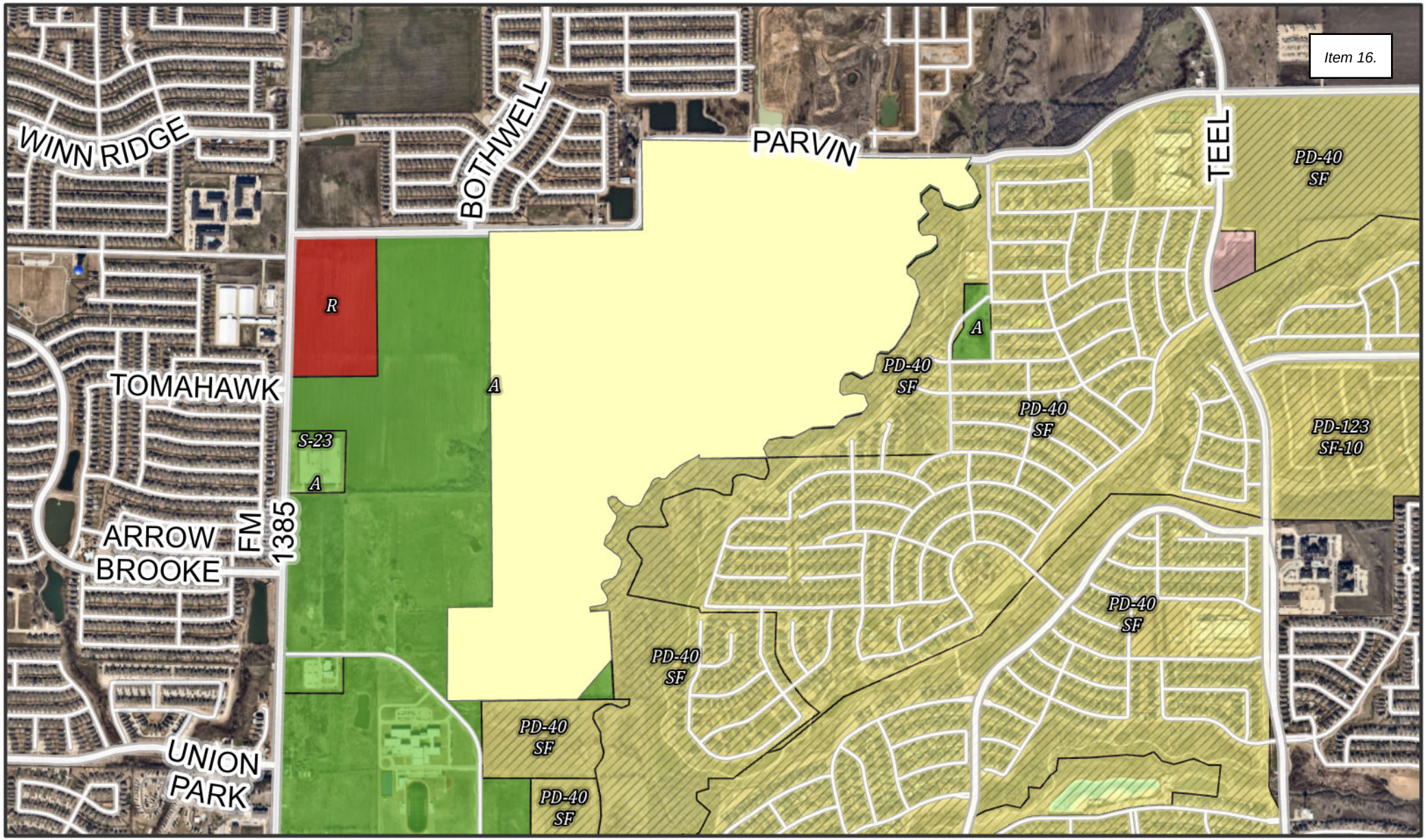


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ZONE-24-0022

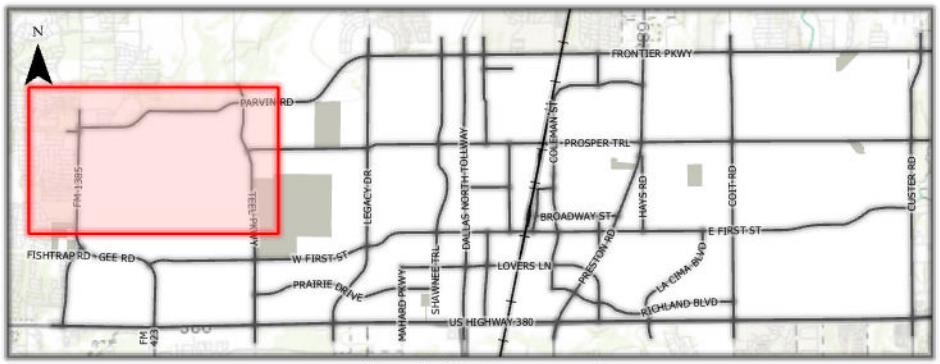
Prosper Oaks

Planned Developm



TOWN OF PROSPER

0 500 1,000 2,000 Feet



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ZONE-24-0022

Prosper Oaks

Planned Developm

Future Land Use Exhibit

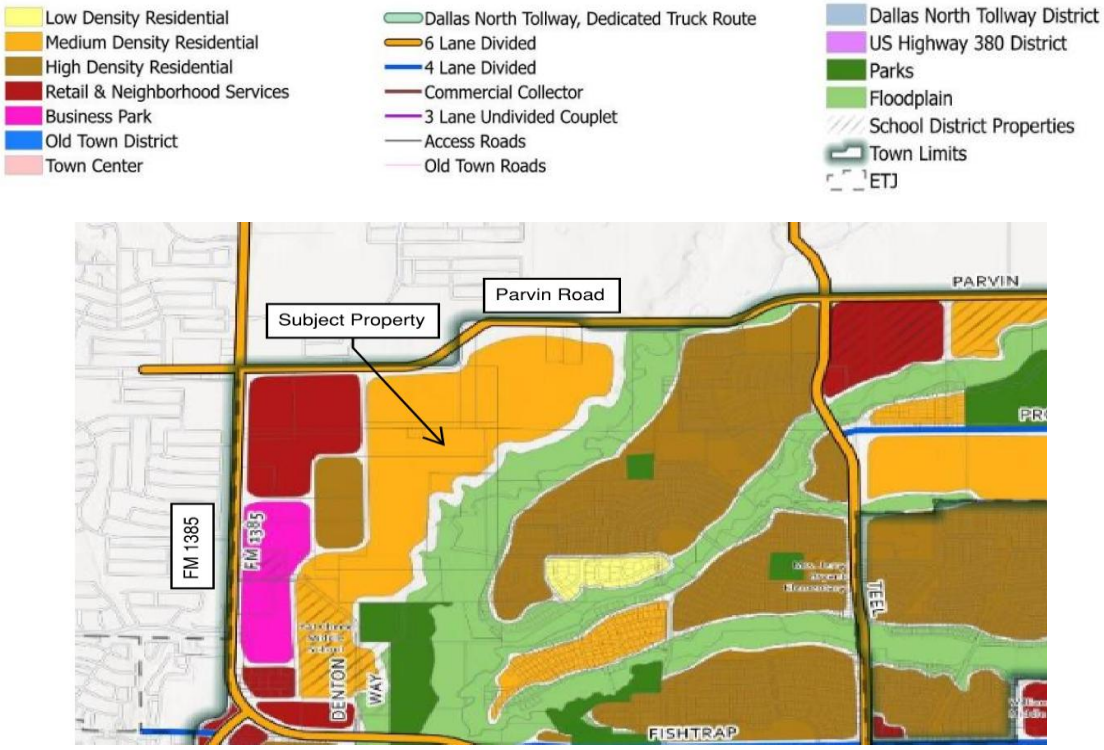


EXHIBIT A-1:WRITTEN METES AND BOUNDS
ZONE-24-0022

BEING a tract of land situated in the L. Rue Survey, Abstract No. 1110, the H. Rue Survey Abstract No. 1111, the B. Rue Survey, Abstract No. 1113, the P.R. Rue Survey, Abstract No. 1555, the C. Jackson Survey, Abstract No. 1546, the F. Wilkerson Survey, Abstract No. 1411, the J. Morton Survey, Abstract No. 793, and the J. Teeter Survey, Abstract 1262, Denton County, Texas and being all of a called 189.695-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-120739, Official Records, Denton County, Texas, and all of a called 155.903-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-187834, said Official Records, and all of a called 5.00-acre tract of land, described in a deed to Jo Lynn Carey Ninemire & Laura Jean Carey Varner, recorded in Instrument No. 2014-16824 said Official Records, and all of a called 5.3266-acre tract of land, described in a deed to Mark and Cathi Carey, recorded in Instrument No. 2007-985, said Official Records, and all of a called 17.070 acre tract of land described in a deed to Prosper Oaks LP, described in a deed to Prosper Oaks LP, recorded in Instrument No. 2024-93696, said Official Records, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in Parvin Road (a public road) for the northwest corner of said 189.695-acre tract and the northeast corner of a called 91.001-acre tract of land described in a deed to Jaianjaneya Real Estate Services LLC, recorded in Instrument No. 2022-120979, said Official Records, also being on the south line of Sutton Fields Phase 4A, recorded in Instrument No, 2023-294, Plat Records, Denton County, Texas;

THENCE North 89°18'40" East, along the northerly line of said 189.695-acre tract and said Parvin Road, a distance of 1,610.43 feet to the southeast corner of said Sutton Fields Phase 4A, same being the westernmost southwest corner of said 155.903-acre tract;

THENCE North 00°39'42" West, departing said northerly line, along the westerly line of said 155.903-acre tract, the easterly line of said Sutton Fields Phase 4A, the easterly line of a called 1.000 acre tract of land described in a deed to Dale & Vicki Travis, as recorded in Instrument No. 2019-53525, said Official Records, the easterly line of a called 1.398 acre tract of land described in a deed to Claude and Kathleen Adams, as recorded in Instrument No. 2011-67775, said Official Records, the easterly line of a called 0.366 acre tract of land described as Tract 2 in a deed to Michael Bohn and Lori Bohn, as recorded in Instrument No. 2020-19369, said Official Records, and continuing along said Parvin Road, a distance of 944.52 feet to the northwest corner of said 155.903-acre tract, common to the southwest corner of Sutton Fields Phase 3D, recorded in Instrument No. 2022-44, said Plat Records;

THENCE South 89°11'31" East, departing the easterly line of said Sutton Fields Phase 4A, and along the northerly line of said 155.903-acre tract, said 5.00-acre tract, said 5.3266-acre tract, and the southerly line of said Sutton Fields Phase 3D, and a called 109.926-acre tract of land described in a deed to Sutton Fields East, LLC, recorded in Instrument No. 2021-192973, said Official Records, a distance of 1,163.72 feet to the northernmost northeast corner of said 5.3266-acre tract;

THENCE South 89°13'09" East, continuing along the northerly line of said 155.903-acre tract, along the northerly line of said 5.00-acre tract, said 5.3266-acre tract, and the southerly line of said 109.926-acre tract, a distance of 740.89 feet to the northernmost northeast corner of said 5.3266-acre tract;

THENCE South 56°15'56" East, continuing along the northerly line of said 5.3266-acre tract and the southerly line of said 109.926-acre tract, and along the northerly line of said 155.903-acre tract, a distance of 180.59 feet to a point at the beginning of a tangent curve to the left with a radius of 350.00 feet, a central angle of 33°01'08", and a chord bearing and distance of South 72°46'30" East, 198.92 feet;

THENCE in an easterly direction, continuing along the northerly line of said 155.903-acre tract and the southerly line of said 109.926-acre tract, with said tangent curve to the left, an arc distance of 201.70 feet to a point for corner;

THENCE South 89°17'04" East, continuing along said northerly line, and the southerly line of said 109.926-acre tract, a distance of 505.80 feet to a mag nail found for the southeast corner of said 109.926-acre tract, common to the southwest corner of a called 101.60-acre tract of land described in a deed to MM Celina Parvin 101, LLC, recorded in Instrument No. 2023-32350, said Official Records;

THENCE South 89°13'57" East, continuing along said northerly line, and along the southerly line of said 101.60-acre tract, a distance of 697.72 feet to an “X” cut in concrete found for the northeast corner of said 155.903-acre tract, common to the northernmost northwest corner of a called 48.323-acre tract of land described in a deed to VP Windsong Investments LLC, recorded In Instrument No. 2021-74160, said Official Records;

THENCE departing the southerly line of said 101.60-acre tract, and along the easterly line of said 155.903-acre tract and the west line of said 48.323-acre tract, Windsong Ranch Phase 6D, recorded in Instrument No. 2023-390, said Plat Records, Windsong Ranch Phase 7D&7H, recorded in Instrument No. 2022-232, said Plat Records, the following courses and distances:

South 28°30'00" West, a distance of 111.84 feet to a point for corner;

South 37°30'00" East, a distance of 160.31 feet to a point for corner;

South 20°00'00" East, a distance of 146.57 feet to a point for corner;

South 33°30'00" West, a distance of 125.24 feet to a point for corner;

South 77°00'00" West, a distance of 163.96 feet to a point for corner;

North 70°00'00" West, a distance of 159.08 feet to a point for corner;

North 20°00'00" West, a distance of 145.13 feet to a point for corner;

North 64°00'00" West, a distance of 105.82 feet to a point for corner;

South 46°00'00" West, a distance of 137.91 feet to a point for corner;

South 03°30'00" East, a distance of 88.33 feet to a point for corner;

South 36°30'00" East, a distance of 126.60 feet to a point for corner;

South 46°00'00" West, a distance of 143.43 feet to a point for corner;

South 03°30'00" East, a distance of 96.44 feet to a point for corner;

South 39°30'00" East, a distance of 67.58 feet to a point for corner;

North 82°30'00" East, a distance of 89.32 feet to a point for corner;

South 73°30'00" East, a distance of 61.35 feet to a point for corner;

South 03°30'00" East, a distance of 80.35 feet to a point for corner;

South 44°30'00" West, a distance of 98.69 feet to a point for corner;

South 68°00'00" West, a distance of 162.38 feet to a point for corner;

South 42°30'00" West, a distance of 146.51 feet to a point for corner;

South 05°30'00" East, a distance of 79.52 feet to a point for corner;

South 53°30'00" East, a distance of 96.87 feet to a point for corner;

South 18°00'00" East, a distance of 161.60 feet to a point for corner;

South 20°00'00" West, a distance of 148.19 feet to a point for corner;

South 15°00'00" West, a distance of 172.18 feet to a point for corner;

South 33°30'00" West, a distance of 286.52 feet to a point for corner;

South 49°00'00" West, a distance of 92.68 feet to a point for corner;

North 86°30'00" West, a distance of 86.67 feet to a point for corner;

South 51°00'00" West, a distance of 46.11 feet to a point for corner;

South 12°00'00" West, a distance of 183.60 feet to a point for corner;

South 61°00'00" West, a distance of 125.65 feet to a point for corner;

North 62°00'00" West, a distance of 117.81 feet to a point for corner;

South 74°30'00" West, a distance of 83.62 feet to a point for corner;

South 32°30'00" West, a distance of 99.40 feet to a point for corner;

South 03°00'00" West, a distance of 103.89 feet to a point for corner;

South 46°00'00" East, a distance of 51.34 feet to a point for corner;

North 78°30'00" East, a distance of 112.64 feet to a point for corner;

South 83°30'00" East, a distance of 109.64 feet to a point for corner;

South 20°30'00" East, a distance of 123.94 feet to a point for corner;

South 37°00'00" West, a distance of 84.31 feet to a point for corner;

South 75°30'00" West, a distance of 201.74 feet to a point for corner;

South 44°30'00" West, a distance of 137.72 feet to a point for corner;

South 86°30'00" West, a distance of 242.05 feet to a point for corner;

South 62°30'00" West, a distance of 215.47 feet to a point for corner;

North 89°00'00" West, a distance of 124.44 feet to a point for corner;

South 77°30'00" West, a distance of 146.53 feet to a point for corner;

South 33°00'00" West, a distance of 105.98 feet to a point for corner;

South 23°30'00" East, a distance of 103.84 feet to the southeast corner of said 155.903 acre tract, being on the northerly line of called Tract 2, described In a deed to VP Windsong Operations LLC, recorded in Instrument No. 2018-142926, said Official Records;

THENCE South 88°59’25” West, departing the westerly line of said Windsong Ranch Phase 7D&7H, along the southerly line of said 155.903 acre tract and the northerly line of said Tract 2, a distance of 713.52 feet to the southerly southwest corner of said 155.903 acre tract, common to an ell corner of said Tract 2, from which, a 1/2 inch iron rod (bent) found for witness bears South 32°24’ East, 3.95 feet;

THENCE North 00°13’47” East, along the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, a distance of 40.46 feet to the northernmost southeast corner of aforesaid 17.070 acre tract;

THENCE departing the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, and along the easterly line of said 17.070 acre tract, the following courses and distances:

South 41°38'20" West, a distance of 25.71 feet to a point for corner;

South 62°22'50" West, a distance of 74.71 feet to a point for corner;

South 63°16'30" West, a distance of 46.88 feet to a point for corner;

South 60°27'30" West, a distance of 36.25 feet to a point for corner;

South 59°53'21" West, a distance of 29.79 feet to a point for corner;

South 56°31'23" West, a distance of 28.94 feet to a point for corner;

South 53°35'37" West, a distance of 60.89 feet to a point for corner;

South 50°17'02" West, a distance of 31.83 feet to a point for corner;

South 46°18'29" West, a distance of 31.30 feet to a point for corner;

South 44°23'27" West, a distance of 33.07 feet to a point for corner;

South 40°37'06" West, a distance of 32.29 feet to a point for corner;

South 78°39'26" West, a distance of 42.01 feet to a point for corner;

North 68°40'40" West, a distance of 41.63 feet to a point for corner;

South 71°30'22" West, a distance of 47.59 feet to a point for corner;

South 39°08'53" West, a distance of 42.46 feet to a point for corner;

South 21°42'51" West, a distance of 42.39 feet to a point for corner;

South 27°16'51" West, a distance of 36.07 feet to a point for corner;

South 35°37'20" West, a distance of 35.68 feet to a point for corner;

South 32°14'30" West, a distance of 37.49 feet to a point for corner;

South 25°12'19" West, a distance of 85.30 feet to a point for corner;

South 46°44'43" West, a distance of 42.18 feet to a point for corner;

South 71°49'19" West, a distance of 42.89 feet to a point for corner;

South 87°47'15" West, a distance of 47.42 feet to a point for corner;

North 78°43'04" West, a distance of 45.72 feet to a point for corner;

North 57°26'44" West, a distance of 44.71 feet to a point for corner;

North 47°21'40" West, a distance of 45.17 feet to a point for corner;

North 41°16'31" West, a distance of 44.92 feet to a point for corner;

North 79°16'21" West, a distance of 46.36 feet to a point for corner;

South 61°42'18" West, a distance of 42.39 feet to a point for corner;

South 00°00'15" East, a distance of 45.45 feet to a point for corner;

South 21°42'40" East, a distance of 44.11 feet to a point for corner;

South 33°02'14" East, a distance of 45.17 feet to a point for corner;

South 46°40'29" East, a distance of 44.26 feet to a point for corner;

South 31°27'40" East, a distance of 38.89 feet to a point for corner;

South 13°15'46" West, a distance of 44.03 feet to a point for corner;

South 26°26'42" West, a distance of 49.23 feet to a point for corner;

South 24°34'46" West, a distance of 57.69 feet to a point for corner;

South 32°19'05" West, a distance of 44.83 feet to a point for corner;

South 45°22'04" West, a distance of 49.31 feet to a point for corner;

South 15°04'50" West, a distance of 44.34 feet to a point for corner;

South 12°20'13" West, a distance of 47.05 feet to a point for corner;

South 51°32'28" East, a distance of 47.72 feet to a point for corner;

South 55°22'11" East, a distance of 46.41 feet to a point for corner;

South 49°57'31" East, a distance of 45.99 feet to a point for corner;

South 55°16'13" East, a distance of 45.45 feet to a point for corner;

South 49°03'34" East, a distance of 25.79 feet to a point for corner;

South 23°24'33" East, a distance of 45.63 feet to a point for corner;

South 10°19'26" West, a distance of 47.19 feet to a point for corner;

South 25°15'31" West, a distance of 48.85 feet to a point for corner;

South 21°39'38" West, a distance of 44.51 feet to a point for corner;

South 28°24'12" West, a distance of 26.50 feet to a point for corner;

South 55°15'13" West, a distance of 49.81 feet to a point for corner;

South 75°22'27" West, a distance of 44.43 feet to a point for corner;

South 69°07'42" West, a distance of 44.61 feet to a point for corner;

South 49°23'46" West, a distance of 41.71 feet to a point for corner;

South 06°59'20" East, a distance of 46.31 feet to a point for corner;

South 35°52'00" East, a distance of 46.30 feet to a point for corner;

South 32°07'08" East, a distance of 49.72 feet to a point for corner;

South 14°51'13" East, a distance of 44.18 feet to a point for corner;

South 28°25'05" West, a distance of 42.52 feet to a point for corner;

South 67°49'28" West, a distance of 46.70 feet to a point for corner;

South 79°32'24" West, a distance of 40.33 feet to a point for corner;

South 81°36'49" West, a distance of 49.95 feet to a point for corner;

South 78°01'15" West, a distance of 36.49 feet to a point for corner;

South 05°35'28" East, a distance of 47.80 feet to the southernmost southeast corner of said 17.070 acre tract, being on the westerly line of said Tract 2 and the easterly line of aforesaid 189.695 acre tract;

THENCE North 85°37'47" East, along the westerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 193.33 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for an ell corner of said Tract 2, common to a northeast corner of said 189.695 acre tract;

THENCE South 03°33'27" East, continuing along the westerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 516.01 feet to the northerly southeast corner of said 189.695 acre tract, common to the north corner of a called 1.84-acre tract of land described in a certified copy of probate to Walter C. Fain, recorded in Document No. 2004-95008, said Official Records;

THENCE South 40°46'41" West, departing said westerly line, and along the northwesterly line of said 1.84-acre tract, same being the southeasterly line of said 189.695-acre tract, a distance of 552.59 feet to a 1/2 inch iron rod with plastic cap (illegible) found for the southerly southeast corner of said 189.695-acre tract, common to the southwest corner of said 1.84-acre tract, also being on the northerly line of a called 23.507 acre tract of land described as Tract 3 in a deed to Town of Prosper, as recorded in Instrument No. 2022-69025, said Official Records;

THENCE South 89°21'41" West, along the northerly line of said Tract 3, and the southerly line of said 189.695-acre tract, a distance of 1,002.42 feet to a 1/2 inch iron rod found for the northwest corner of said Tract 3 and the easternmost northeast corner of the Middle School #9 Addition, recorded in Instrument No. 2023-375, said Plat Records;

THENCE South 89°18'00" West, continuing along said southerly line, and along the northerly line of said Middle School #9 Addition, a distance of 363.44 feet to the southwest corner of said 189.695-acre tract, common to an ell corner of said Middle School #9 Addition;

THENCE along the westerly line of said 189.695-acre tract, and the easterly line of said Middle School addition, and a called Tract 1 and a called Tract 2, described in a deed to VEE Prosper Oaks, LLC, recorded in Instrument No. 2022-53773, said Official Records, and the aforesaid 91.001-acre tract, the following courses and distances:

North 00°12'17" East, a distance of 978.51 feet to an ell corner of said Tract 2, common to the southernmost northwest corner of said 189.695-acre tract, from which, a 5/8 inch iron rod found for witness bears North 11°17’ West, 1.16 feet;

North 89°06'26" East, a distance of 471.46 feet to a 4 inch metal post found for an ell corner of said 189.695-acre tract, from which, a 1/2 inch iron rod found for witness bears North 02°24’ East, 1.67 feet;

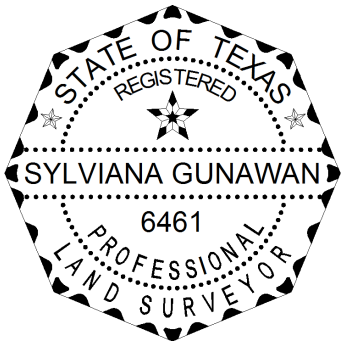
North 00°29'54" West, a distance of 720.64 feet to a 1/2 inch iron rod found for the northeast corner of said Tract 2, common to the southeast corner of said Tract 1;

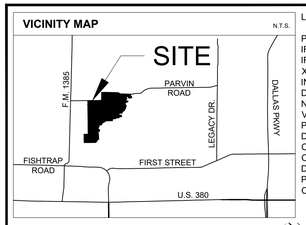
North 00°32'01" West, a distance of 486.46 feet to a 1/2 inch iron rod found for the northeast corner of said Tract 1, common to the southeast corner of said 91.001-acre tract;

North 00°32'30" West, a distance of 2,726.37 feet to the **POINT OF BEGINNING** and containing 16,266,607 square feet or 373.430 acres of land, more or less.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983(2011).

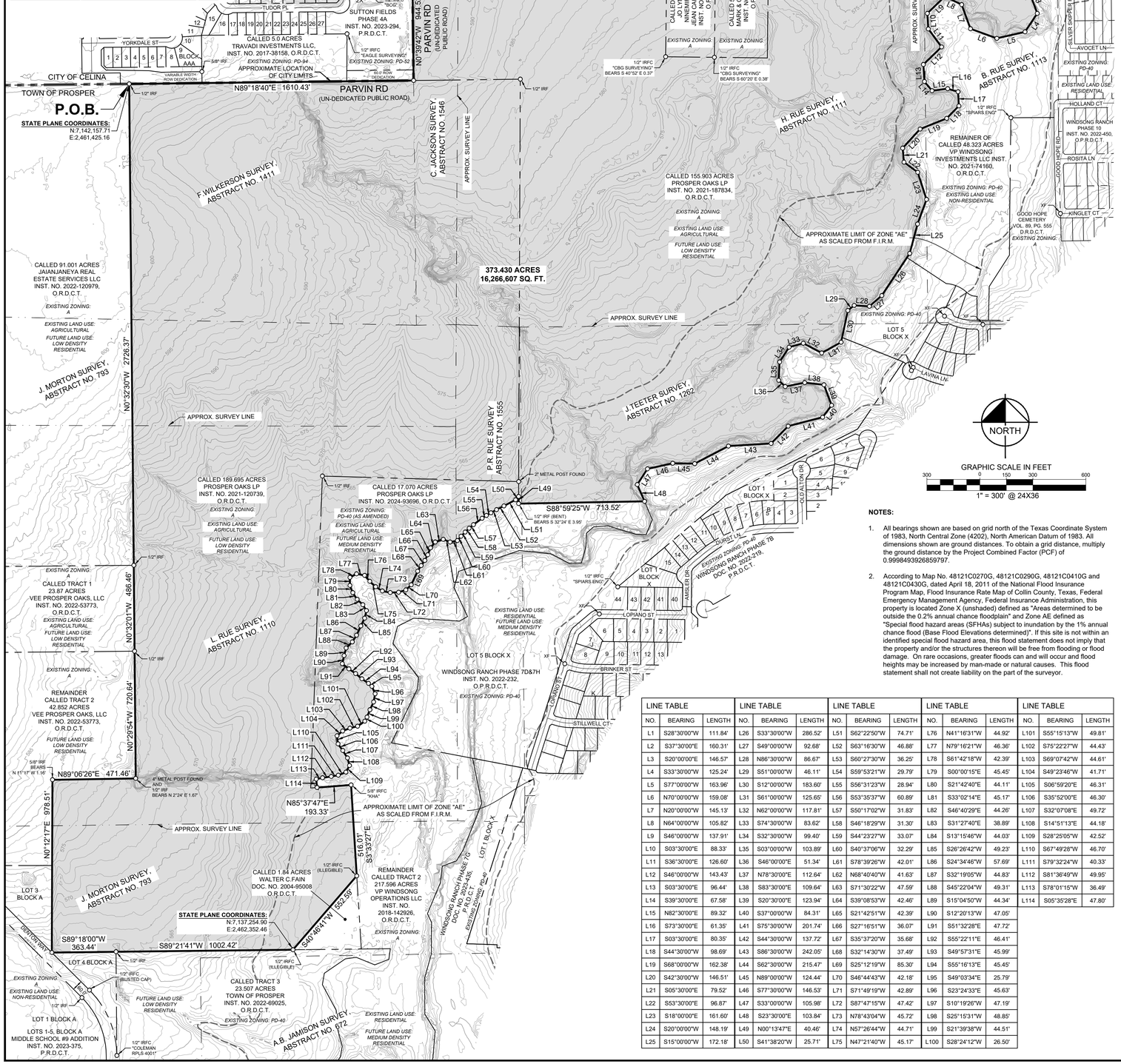
Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Ph. 972-335-3580
sylviana.gunawan@kimley-horn.com





LEGEND

P.O.B. = POINT OF BEGINNING
IRFC = IRON ROD W/CAP FOUND
IRF = IRON ROD FOUND
XF = "X" CUT FOUND
INST. = INSTRUMENT
DOC. = DOCUMENT
NO. = NUMBER
VOL. = VOLUME
PG. = PAGE
D.R.D.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T. = OFFICIAL RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T. = PLAT RECORD, DENTON COUNTY,TEXAS



NOTES:

1. All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9998493926859797.
2. According to Map No. 48121C0270G, 48121C0290G, 48121C0410G and 48121C0430G, dated April 18, 2011 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Collin County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is located Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain" and Zone AE defined as "Special flood hazard areas (SFHAs) subject to inundation by the 1% annual chance flood (Base Flood Elevations determined)". If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S28°30'00"W	111.84'	L26	S33°30'00"W	286.52'	L51	S62°22'50"W	74.71'	L76	N41°16'31"W	44.92'	L101	S55°15'13"W	49.81'
L2	S37°30'00"E	160.31'	L27	S49°00'00"W	92.68'	L52	S63°16'30"W	46.88'	L77	N79°16'21"W	46.36'	L102	S75°22'27"W	44.43'
L3	S20°00'00"E	146.57'	L28	N86°30'00"W	86.67'	L53	S60°27'30"W	36.25'	L78	S61°42'18"W	42.39'	L103	S69°07'42"W	44.61'
L4	S33°30'00"W	125.24'	L29	S51°00'00"W	46.11'	L54	S59°53'21"W	29.79'	L79	S00°00'15"E	45.45'	L104	S49°23'46"W	41.71'
L5	S77°00'00"W	163.96'	L30	S12°00'00"W	183.60'	L55	S56°31'23"W	28.94'	L80	S21°42'40"E	44.11'	L105	S06°59'20"E	46.31'
L6	N70°00'00"W	159.08'	L31	S61°00'00"W	125.65'	L56	S53°35'37"W	60.89'	L81	S33°02'14"E	45.17'	L106	S35°52'00"E	46.30'
L7	N20°00'00"W	145.13'	L32	N62°00'00"W	117.81'	L57	S50°17'02"W	31.83'	L82	S46°40'29"E	44.26'	L107	S32°07'08"E	49.72'
L8	N64°00'00"W	105.82'	L33	S74°30'00"W	83.62'	L58	S46°18'29"W	31.30'	L83	S31°27'40"E	38.89'	L108	S14°51'13"E	44.18'
L9	S46°00'00"W	137.91'	L34	S32°30'00"W	99.40'	L59	S44°23'27"W	33.07'	L84	S13°15'46"W	44.03'	L109	S28°25'05"W	42.52'
L10	S03°30'00"E	88.33'	L35	S03°00'00"W	103.89'	L60	S40°37'06"W	32.29'	L85	S26°26'42"W	49.23'	L110	S67°49'28"W	46.70'
L11	S36°30'00"E	126.60'	L36	S46°00'00"E	51.34'	L61	S78°39'26"W	42.01'	L86	S24°34'46"W	57.69'	L111	S79°32'24"W	40.33'
L12	S46°00'00"W	143.43'	L37	N78°30'00"E	112.64'	L62	N68°40'40"W	41.63'	L87	S32°19'05"W	44.83'	L112	S81°36'49"W	49.95'
L13	S03°30'00"E	96.44'	L38	S83°30'00"E	109.64'	L63	S71°30'22"W	47.59'	L88	S45°22'04"W	49.31'	L113	S78°01'15"W	36.49'
L14	S39°30'00"E	67.58'	L39	S20°30'00"E	123.94'	L64	S39°08'53"W	42.46'	L89	S15°04'50"W	44.34'	L114	S05°35'28"E	47.80'
L15	N82°30'00"E	89.32'	L40	S37°00'00"W	84.31'	L65	S21°42'51"W	42.39'	L90	S12°20'13"W	47.05'			
L16	S73°30'00"E	61.35'	L41	S75°30'00"W	201.74'	L66	S27°16'51"W	36.07'	L91	S51°32'28"E	47.72'			
L17	S03°30'00"E	80.35'	L42	S44°30'00"W	137.72'	L67	S35°37'20"W	35.68'	L92	S55°22'11"E	46.41'			
L18	S44°30'00"W	98.69'	L43	S86°30'00"W	242.05'	L68	S32°14'30"W	37.49'	L93	S49°57'31"E	45.99'			
L19	S68°00'00"W	162.38'	L44	S62°30'00"W	215.47'	L69	S25°12'19"W	85.30'	L94	S55°16'13"E	45.45'			
L20	S42°30'00"W	146.51'	L45	N89°00'00"W	124.44'	L70	S46°44'43"W	42.18'	L95	S49°03'34"E	25.79'			
L21	S05°30'00"E	79.52'	L46	S77°30'00"W	146.53'	L71	S71°49'19"W	42.89'	L96	S23°24'33"E	45.63'			
L22	S53°30'00"E	96.87'	L47	S33°00'00"W	105.98'	L72	S87°47'15"W	47.42'	L97	S10°19'26"W	47.19'			
L23	S18°00'00"E	161.60'	L48	S23°30'00"W	103.84'	L73	N78°43'04"W	45.72'	L98	S25°15'31"W	48.85'			
L24	S20°00'00"W	148.19'	L49	N00°13'47"E	40.46'	L74	N57°26'44"W	44.71'	L99	S21°39'38"W	44.51'			
L25	S15°00'00"W	172.18'	L50	S41°38'20"W	25.71'	L75	N47°21'40"W	45.17'	L100	S28°24'12"W	26.50'			

DESCRIPTION OF PROPERTY:

BEING a tract of land situated in the L. Rue Survey, Abstract No. 1110, the H. Rue Survey Abstract No. 1111, the B. Rue Survey, Abstract No. 1113, the P.R. Rue Survey, Abstract No. 1555, the C. Jackson Survey, Abstract No. 1546, the F. Wilkerson Survey, Abstract No. 1411, the J. Morton Survey, Abstract No. 793, and the J. Teeter Survey, Abstract 1262, Denton County, Texas and being all of a called 189.695-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-187834, said Official Records, and all of a called 5.00-acre tract of land, described in a deed to Jo Lynn Carey Ninemire & Laura Jean Carey Varner, recorded in Instrument No. 2014-16824 said Official Records, and all of a called 5.3266-acre tract of land, described in a deed to Mark and Cathi Carey, recorded in Instrument No. 2007-985, said Official Records, and all of a called 17.070 acre tract of land described in a deed to Prosper Oaks LP, described in a deed to Prosper Oaks LP, recorded in Instrument No. 2024-93696, said Official Records, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in Parvin Road (a public road) for the northwest corner of said 189.695-acre tract and the northeast corner of a called 91.001-acre tract of land described in a deed to Jaianjaneya Real Estate Services LLC, recorded in Instrument No. 2022-120979, said Official Records, also being on the south line of Sutton Fields Phase 4A, recorded in Instrument No. 2023-294, Plat Records, Denton County, Texas;

THENCE North 89°18'40" East, along the northerly line of said 189.695-acre tract and said Parvin Road, a distance of 1,610.43 feet to the southeast corner of said Sutton Fields Phase 4A, same being the westernmost southwest corner of said 155.903-acre tract;

THENCE North 00°39'42" West, departing said northerly line, along the westerly line of said 155.903-acre tract, the easterly line of said Sutton Fields Phase 4A, the easterly line of a called 1.000 acre tract of land described in a deed to Dale & Vicki Travis, as recorded in Instrument No. 2019-53525, said Official Records, the easterly line of a called 1.398 acre tract of land described in a deed to Claude and Kathleen Adams, as recorded in Instrument No. 2011-67775, said Official Records, the easterly line of a called 0.366 acre tract of land described as Tract 2 in a deed to Michael Bohn and Lori Bohn, as recorded in Instrument No. 2020-19369, said Official Records, and continuing along said Parvin Road, a distance of 944.52 feet to the northwest corner of said 155.903-acre tract, common to the southwest corner of Sutton Fields Phase 3D, recorded in Instrument No. 2022-44, said Plat Records;

THENCE South 89°11'31" East, departing the easterly line of said Sutton Fields Phase 4A, and along the northerly line of said 155.903-acre tract, said 5.00-acre tract, said 5.3266-acre tract, and the southerly line of said Sutton Fields Phase 3D, and a called 109.926-acre tract of land described in a deed to Sutton Fields East, LLC, recorded in Instrument No. 2021-192973, said Official Records, a distance of 1,163.72 feet to the northernmost northeast corner of said 5.3266-acre tract;

THENCE South 89°13'09" East, continuing along the northerly line of said 155.903-acre tract, along the northerly line of said 5.00-acre tract, said 5.3266-acre tract, and the southerly line of said 109.926-acre tract, a distance of 740.89 feet to the northernmost northeast corner of said 5.3266-acre tract;

THENCE South 56°15'56" East, continuing along the northerly line of said 5.3266-acre tract and the southerly line of said 109.926-acre tract, and along the northerly line of said 155.903-acre tract, a distance of 180.59 feet to a point at the beginning of a tangent curve to the left with a radius of 350.00 feet, a central angle of 33°01'08", and a chord bearing and distance of South 72°46'30" East, 198.92 feet;

THENCE in an eastern direction, continuing along the northerly line of said 155.903-acre tract and the southerly line of said 109.926-acre tract, with said tangent curve to the left, an arc distance of 201.70 feet to a point for corner;

THENCE South 89°17'04" East, continuing along said northerly line, and the southerly line of said 109.926-acre tract, a distance of 505.80 feet to a mag nail found for the southeast corner of said 109.926-acre tract, common to the southwest corner of a called 101.60-acre tract of land described in a deed to MM Celina Parvin 101, LLC, recorded in Instrument No. 2023-32350, said Official Records;

THENCE South 89°13'57" East, continuing along said northerly line, and along the southerly line of said 101.60-acre tract, a distance of 697.72 feet to an "X" cut in concrete found for the northeast corner of said 155.903-acre tract, common to the northernmost northwest corner of a called 48.323-acre tract of land described in a deed to VP Windsong Investments LLC, recorded in Instrument No. 2021-74160, said Official Records;

THENCE departing the southerly line of said 101.60-acre tract, and along the easterly line of said 155.903-acre tract and the west line of said 48.323-acre tract, Windsong Ranch Phase 6D, recorded in Instrument No. 2023-390, said Plat Records, Windsong Ranch Phase 7D&7H, recorded in Instrument No. 2022-232, said Plat Records, the following courses and distances:

South 28°30'00" West, a distance of 111.84 feet to a point for corner;

South 37°30'00" East, a distance of 160.31 feet to a point for corner;

South 20°00'00" East, a distance of 146.57 feet to a point for corner;

South 33°30'00" West, a distance of 125.24 feet to a point for corner;

South 77°00'00" West, a distance of 163.96 feet to a point for corner;

North 70°00'00" West, a distance of 159.08 feet to a point for corner;

North 20°00'00" West, a distance of 145.13 feet to a point for corner;

North 64°00'00" West, a distance of 105.82 feet to a point for corner;

South 46°00'00" West, a distance of 137.91 feet to a point for corner;

South 03°30'00" East, a distance of 88.33 feet to a point for corner;

South 36°30'00" East, a distance of 126.60 feet to a point for corner;

South 46°00'00" West, a distance of 143.43 feet to a point for corner;

South 03°30'00" East, a distance of 96.44 feet to a point for corner;

South 39°30'00" East, a distance of 67.58 feet to a point for corner;

North 82°30'00" East, a distance of 89.32 feet to a point for corner;

South 73°30'00" East, a distance of 61.35 feet to a point for corner;

South 03°30'00" East, a distance of 80.35 feet to a point for corner;

South 44°30'00" West, a distance of 98.69 feet to a point for corner;

South 68°00'00" West, a distance of 162.38 feet to a point for corner;

South 42°30'00" West, a distance of 146.51 feet to a point for corner;

South 05°30'00" East, a distance of 79.52 feet to a point for corner;

South 53°30'00" East, a distance of 96.87 feet to a point for corner;

South 18°00'00" East, a distance of 161.60 feet to a point for corner;

South 20°00'00" West, a distance of 148.19 feet to a point for corner;

South 15°00'00" West, a distance of 172.18 feet to a point for corner;

South 33°30'00" West, a distance of 286.52 feet to a point for corner;

South 49°00'00" West, a distance of 92.68 feet to a point for corner;

North 86°30'00" West, a distance of 86.67 feet to a point for corner;

South 51°00'00" West, a distance of 46.11 feet to a point for corner;

South 12°00'00" West, a distance of 183.60 feet to a point for corner;

South 61°00'00" West, a distance of 125.65 feet to a point for corner;

North 62°00'00" West, a distance of 117.81 feet to a point for corner;

South 74°30'00" West, a distance of 83.62 feet to a point for corner;

South 32°30'00" West, a distance of 99.40 feet to a point for corner;

South 03°00'00" West, a distance of 103.89 feet to a point for corner;

South 46°00'00" East, a distance of 51.34 feet to a point for corner;

North 78°30'00" East, a distance of 112.64 feet to a point for corner;

South 83°30'00" East, a distance of 109.64 feet to a point for corner;

South 20°30'00" East, a distance of 123.94 feet to a point for corner;

South 37°00'00" West, a distance of 84.31 feet to a point for corner;

South 75°30'00" West, a distance of 201.74 feet to a point for corner;

South 44°30'00" West, a distance of 137.72 feet to a point for corner;

South 86°30'00" West, a distance of 242.05 feet to a point for corner;

South 62°30'00" West, a distance of 215.47 feet to a point for corner;

North 89°00'00" West, a distance of 124.44 feet to a point for corner;

South 77°30'00" West, a distance of 146.53 feet to a point for corner;

South 33°00'00" West, a distance of 105.98 feet to a point for corner;

South 23°30'00" East, a distance of 103.84 feet to the southeast corner of said 155.903 acre tract, being on the northerly line of called Tract 2, described in a deed to VP Windsong Operations LLC, recorded in Instrument No. 2018-142926, said Official Records;

THENCE South 88°59'25" West, departing the westerly line of said Windsong Ranch Phase 7D&7H, along the southerly line of said 155.903 acre tract and the northerly line of said Tract 2, a distance of 713.52 feet to the southerly southwest corner of said 155.903 acre tract, common to an ell corner of said Tract 2, from which, a 1/2 inch iron rod (bent) found for witness bears South 32°24' East, 3.95 feet;

THENCE North 00°13'47" East, along the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, a distance of 40.46 feet to the northernmost southeast corner of aforesaid 17.070 acre tract;

THENCE departing the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, and along the easterly line of said 17.070 acre tract, the following courses and distances:

South 41°38'20" West, a distance of 25.71 feet to a point for corner;

South 62°22'50" West, a distance of 74.71 feet to a point for corner;

South 63°16'30" West, a distance of 46.88 feet to a point for corner;

South 60°27'30" West, a distance of 36.25 feet to a point for corner;

South 59°53'21" West, a distance of 29.79 feet to a point for corner;

South 56°31'23" West, a distance of 28.94 feet to a point for corner;

South 53°35'37" West, a distance of 60.89 feet to a point for corner;

South 50°17'02" West, a distance of 31.83 feet to a point for corner;

South 46°18'29" West, a distance of 31.30 feet to a point for corner;

South 44°23'27" West, a distance of 33.07 feet to a point for corner;

South 40°37'06" West, a distance of 32.29 feet to a point for corner;

South 78°39'26" West, a distance of 42.01 feet to a point for corner;

North 68°40'40" West, a distance of 41.63 feet to a point for corner;

South 71°30'22" West, a distance of 47.59 feet to a point for corner;

South 39°08'53" West, a distance of 42.46 feet to a point for corner;

South 21°42'51" West, a distance of 42.39 feet to a point for corner;

South 27°16'51" West, a distance of 36.07 feet to a point for corner;

South 35°37'20" West, a distance of 35.68 feet to a point for corner;

South 32°14'30" West, a distance of 37.49 feet to a point for corner;

South 25°12'19" West, a distance of 85.30 feet to a point for corner;

South 46°44'43" West, a distance of 42.18 feet to a point for corner;

South 71°49'19" West, a distance of 42.89 feet to a point for corner;

South 87°47'15" West, a distance of 47.42 feet to a point for corner;

North 78°43'04" West, a distance of 45.72 feet to a point for corner;

North 57°26'44" West, a distance of 44.71 feet to a point for corner;

North 47°21'40" West, a distance of 45.17 feet to a point for corner;

North 41°16'31" West, a distance of 44.92 feet to a point for corner;

North 79°16'21" West, a distance of 46.36 feet to a point for corner;

South 61°42'18" West, a distance of 42.39 feet to a point for corner;

South 00°00'15" East, a distance of 45.45 feet to a point for corner;

South 21°42'40" East, a distance of 44.11 feet to a point for corner;

South 33°02'14" East, a distance of 45.17 feet to a point for corner;

South 46°40'29" East, a distance of 44.26 feet to a point for corner;

South 31°27'40" East, a distance of 38.89 feet to a point for corner;

South 13°15'46" West, a distance of 44.03 feet to a point for corner;

South 26°26'42" West, a distance of 49.23 feet to a point for corner;

South 24°34'46" West, a distance of 57.69 feet to a point for corner;

South 32°19'05" West, a distance of 44.83 feet to a point for corner;

South 45°22'04" West, a distance of 49.31 feet to a point for corner;

South 15°04'50" West, a distance of 44.34 feet to a point for corner;

South 12°20'13" West, a distance of 47.05 feet to a point for corner;

South 51°32'28" East, a distance of 47.72 feet to a point for corner;

South 55°22'11" East, a distance of 46.41 feet to a point for corner;

South 49°57'31" East, a distance of 45.99 feet to a point for corner;

South 55°16'13" East, a distance of 45.45 feet to a point for corner;

South 49°03'34" East, a distance of 25.79 feet to a point for corner;

South 23°24'33" East, a distance of 45.63 feet to a point for corner;

South 10°19'26" West, a distance of 47.19 feet to a point for corner;

South 25°15'31" West, a distance of 48.85 feet to a point for corner;

South 21°39'38" West, a distance of 44.51 feet to a point for corner;

South 28°24'12" West, a distance of 26.50 feet to a point for corner;

South 55°15'13" West, a distance of 49.81 feet to a point for corner;

South 75°22'27" West, a distance of 44.43 feet to a point for corner;

South 69°07'42" West, a distance of 44.61 feet to a point for corner;

South 49°23'46" West, a distance of 41.71 feet to a point for corner;

South 06°59'20" East, a distance of 46.31 feet to a point for corner;

South 35°52'00" East, a distance of 46.30 feet to a point for corner;

South 32°07'08" East, a distance of 49.72 feet to a point for corner;

South 14°51'13" East, a distance of 44.18 feet to a point for corner;

South 28°25'05" West, a distance of 42.52 feet to a point for corner;

South 67°49'28" West, a distance of 46.70 feet to a point for corner;

South 79°32'24" West, a distance of 40.33 feet to a point for corner;

South 81°36'49" West, a distance of 49.95 feet to a point for corner;

South 78°01'15" West, a distance of 36.49 feet to a point for corner;

South 05°35'28" East, a distance of 47.80 feet to the southernmost southeast corner of said 17.070 acre tract, being on the westerly line of said Tract 2 and the easterly line of aforesaid 189.695 acre tract;

THENCE North 85°37'47" East, along the westerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 193.33 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for an ell corner of said Tract 2, common to a northeast corner of said 189.695 acre tract;

THENCE South 03°33'27" East, continuing along the westerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 516.01 feet to the northerly southeast corner of said 189.695 acre tract, common to the north corner of a called 1.84-acre tract of land described in a certified copy of probate to Walter C. Fain, recorded in Document No. 2004-95008, said Official Records;

THENCE South 40°46'41" West, departing said westerly line, and along the northwesterly line of said 1.84-acre tract, same being the southeasterly line of said 189.695-acre tract, a distance of 552.59 feet to a 1/2 inch iron rod with plastic cap (illegible) found for the southerly southeast corner of said 189.695-acre tract, common to the southwest corner of said 1.84-acre tract, also being on the northerly line of a called 23.507 acre tract of land described as Tract 3 in a deed to Town of Prosper, as recorded in Instrument No. 2022-69025, said Official Records;

THENCE South 89°21'41" West, along the northerly line of said Tract 3, and the southerly line of said 189.695-acre tract, a distance of 1,002.42 feet to a 1/2 inch iron rod found for the northwest corner of said Tract 3 and the easternmost northeast corner of the Middle School #9 Addition, recorded in Instrument No. 2023-375, said Plat Records;

THENCE South 89°18'00" West, continuing along said southerly line, and along the northerly line of said Middle School #9 Addition, a distance of 363.44 feet to the southwest corner of said 189.695-acre tract, common to an ell corner of said Middle School #9 Addition;

THENCE along the westerly line of said 189.695-acre tract, and the easterly line of said Middle School addition, and a called Tract 1 and a called Tract 2, described in a deed to VEE Prosper Oaks, LLC, recorded in Instrument No. 2022-53773, said Official Records, and the aforesaid 91.001-acre tract, the following courses and distances:

North 00°12'17" East, a distance of 978.51 feet to an ell corner of said Tract 2, common to the southernmost northwest corner of said 189.695-acre tract, from which, a 5/8 inch iron rod found for witness bears North 11°17' West, 1.16 feet;

North 89°06'26" East, a distance of 471.46 feet to a 4 inch metal post found for an ell corner of said 189.695-acre tract, from which, a 1/2 inch iron rod found for witness bears North 02°24' East, 1.67 feet;

North 00°29'54" West, a distance of 720.64 feet to a 1/2 inch iron rod found for the northeast corner of said Tract 2, common to the southeast corner of said Tract 1;

North 00°32'01" West, a distance of 486.46 feet to a 1/2 inch iron rod found for the northeast corner of said Tract 1, common to the southeast corner of said 91.001-acre tract;

North 00°32'30" West, a distance of 2,726.37 feet to the **POINT OF BEGINNING** and containing 16,266,607 square feet or 373.430 acres of land, more or less.

EXHIBIT A-2: BOUNDARY EXHIBIT
ZONE-24-0022
373.430 ACRES

L. RUE SURVEY, ABSTRACT NO. 1110; H. RUE SURVEY, ABSTRACT NO. 1111; B. RUE SURVEY, ABSTRACT NO. 1113; P.R. RUE SURVEY, ABSTRACT NO. 1555; C. JACKSON SURVEY, ABSTRACT NO. 1546; F. WILKERSON SURVEY, ABSTRACT NO. 1411; J. MORTON SURVEY, ABSTRACT NO. 793; J. TEETER SURVEY, ABSTRACT 1262
TOWN OF PROSPER, DENTON AND COLLIN COUNTY, TEXAS
DATE PREPARED: 05/28/2025

SYLVIANA GUNAWAN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6461
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
sylviana.gunawan@kimley-horn.com

STATE OF TEXAS REGISTERED SYLVIANA GUNAWAN 6461 PROFESSIONAL LAND SURVEYOR

Kimley»Horn
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" = 300'	GGL/SG	KHA	05/28/2025	068625036	1 OF 1

OWNER:
Mark & Cathi Carey
15080 Parvin Road
Prosper, Texas 75078
Ph: (214)-535-9452

OWNER:
Sammie Carey
401 Navajo Trail
Gainesville, Texas 76240
Ph: (972)-658-1069

OWNER:
Prosper Oaks LP
9111 Cypress Waters Blvd.
Suite 140
Coppell, Texas 75019
Ph: (937)-219-4987
Contact: Vijay Borra

DEVELOPER:
Toll Southwest, LLC.
2555 SW Grapevine Parkway
Grapevine, TX 76051
Ph: (817) 329-7973
Contact: Mike Boswell

ENGINEER:
Kimley-Horn and Associates, Inc.
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Ph: 972.335.3580
Contact: Casey Ross, P.E.

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5/28/2025 6:38 PM LAST SAVED GUNAWAN, SYLVIANA
FILE NAME: K:\FRI_SURVEY\068625036-PROSPER OAKS - TOWN OF PROSPER\DWG\068625036 ZONING EXHIBIT.DWG PLOTTED BY

Exhibit B: Statement of Intent
ZONE-24-0022
Prosper Oaks

Statement of Intent and Purpose

Toll Brothers is pleased to submit this Statement of Intent and Purpose for the master planned community Prosper Oaks which is generally located east of FM 1385, west of Windsong Ranch, north of Noles Road, and South of Parvin Road / Frontier Parkway.

Prosper Oaks will consist of approximately ±800 age-qualified and market rate residential lots situated on approximately 373.5 acres. The east portion of the community will consist of typical detached single family residential with community trail, pond, and amenity area amenities. The west portion is currently designed as a gated, age-qualified, detached single family housing for adults aged 55 and over. It will include an amenity center with a design that will focus on seniors, including, but not limited to, indoor meeting spaces, sports courts and medical office uses. The project will include active and passive amenities for the use of the Prosper Oaks and Prosper residents.

The community will be designed in accordance with the zoning and subdivision standards of the Town of Prosper; moreover, the attached Planned Development District will further layout the overall concept for the Prosper Oaks community with its amenities. A development agreement is also contemplated to address offsite infrastructure needs to support the community in accordance with the Town's comprehensive plan.

ZONE-24-0022
EXHIBIT C
DEVELOPMENT REGULATIONS
(373.5107 acres; approx. 310.4 Net Acres)

- Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Regulations, the regulations of the Town's Zoning Ordinance (Ordinance No. 05-20), as it exists or may be amended, and the Subdivision Ordinance (Ordinance No. 17-41), as it exists or may be amended, shall apply.
    - In the event of a conflict between the Town's Zoning Ordinance and this PD Ordinance, this PD Ordinance shall control. In the event of a conflict between these Development Regulations and the Concept Plan, these Development Regulations shall control.

1. **Development Plans**:
    a) Concept Plan: The property shall be developed in general accordance with the attached concept plan, set forth in **Exhibit D** (the "Concept Plan"), except as modified as provided herein. The Concept Plan shall satisfy all requirements under the Zoning Ordinance to submit/ approve a conceptual development plan for this PD and no further conceptual development plan, or approvals by the Planning & Zoning Commission or Town Council with respect to a conceptual development plan shall be required.
    b) Open Space and Trail Plan: The property shall be developed in general accordance with the attached Open Space and Trail Plan, set forth in **Exhibit G** (the "Open Space and Trail Plan"), except as modified as provided herein.
    c) Changes of detail or amendments to the Concept Plan, the Open Space and Trail Plan (except changes to any Hike and Bike Trails shown on the Open Space and Trail Plan, which are subject to subsection 1(e) below) or any other exhibits attached hereto may be authorized by the Development Services Director so long as such changes or amendments:
        i. do not alter the basic relationship of the proposed development to adjacent property;
        ii. do not alter the uses permitted;
        iii. do not increase the number of dwelling units above 800 dwelling units;
        iv. do not increase building height above 40 feet;
        v. do not increase lot coverage for any residential lot above 45 percent;
        vi. do not decrease the required off street parking ratio; and
        vii. do not reduce the minimum yards required pursuant to Section 5 and Section 6 of these Development Regulations (below).
    d) The applicant may appeal the Development Services Director's decision to deny an amendment to the Concept Plan or any other exhibits attached hereto to the Town's Planning & Zoning Commission and may appeal the Planning & Zoning Commission's decision to the Town Council. For any amendments that are not authorized to be approved by the Development Services Director herein or in the Zoning Ordinance (or by the Town's Planning & Zoning Commission in the Zoning Ordinance), the applicant may apply for an amendment through the same process as a zoning amendment.

e) Changes of detail or amendments to any Hike and Bike Trails shown on the Open Space and Trail Plan may be authorized by the Town's Director of Parks & Recreation or his/her designated representative (the "Parks Director") so long as such changes or amendments: do not alter the basic relationship of the proposed development to adjacent property and which do not alter the uses permitted, or reduce the minimum yards required pursuant to Section 5 and Section 6 of these Development Regulations (below).

i. The applicant may appeal the Parks Director's decision to deny an amendment to the Open Space and Trail Plan to the Town's Planning & Zoning Commission and may appeal the Planning & Zoning Commission's decision to the Town Council. For any amendments that are not authorized to be approved by the Parks Director herein or in the Zoning Ordinance (or by the Town's Planning & Zoning Commission in the Zoning Ordinance), the applicant may apply for an amendment through the same process as a zoning amendment.

2. **Tracts; Defined Terms**.

a) Tracts.

i. The property is referred to herein as two separate tracts, the "East Tract", labeled as the "East Tract" on the Concept Plan and the "West Tract", labeled as the "West Tract" on the Concept Plan.

b) Defined Terms.

i. "**Amenity Center**" means a facility that provides amenities primarily for the use of a private group, association, subdivision or neighborhood. Amenity centers can include without limitation (but are not required to include) pools, playgrounds, fitness centers, and other facilities.

ii. "**Community Pool**" means a swimming pool that is available for use by residents and their guests in the subdivision or neighborhood in which it is located. It may be part of an Amenity Center.

iii. "**Development Services Director**" means the Town's Director of Development Services or his/her designated representative.

iv. "**Fire Pit Amenity**" means a designated outdoor area with a fire pit, provided as a feature for residents or guests to gather around, enjoy warmth from the fire, and socialize.

v. "**Gazebo**" means a freestanding roofed structure usually open on the sides.

vi. "**Game Lawn**" means an outdoor lawn, grass or other outdoor area that may be used for outdoor games such as but not limited to cornhole, bocce ball, croquet, and horseshoes.

vii. "**Hike and Bike Trail**" means a concrete trail ten feet (10') in width (except where approved to be less than ten feet in width as described below) generally shown in yellow and labeled as the "Public Trail" on the Open Space and Trail Plan. The trail may be used for walking, running, hiking, biking and/or similar uses. The trail shall not be required to be greater than 10' in width (and may be less than 10' in width where natural features or vegetation prevent such width as approved by the Development Services Director). The Development Services Director may approve less than 10' in

width for the Hike and Bike Trail where the owner or developer is able to show that natural features or vegetation prevent or impede a ten foot width. The Hike and Bike Trail will be available for access by the public. No part of the Hike and Bike Trail as such term is used herein is required to be within the gated area of the residential community.

viii. "**Net acreage**" or "**net acres**" means gross land area less any:

1. Land located within a floodplain or special flood hazard area as designated by the Federal Emergency Management Agency on its Flood Hazard Boundary Map and Flood Insurance Rate Maps, or the Department of Housing and Urban Development, Federal Insurance Administration, Special Flood Hazard Area Maps.

2. Right-of-way dedicated for major thoroughfares.

3. Required parkland dedication.

4. Detention.

5. Land used for non-residential purposes.

Notwithstanding the foregoing, net acreage or net acres may include the following:

- Private open space.

- Park dedication in excess of minimum park dedication requirements.

- Detention ponds that contain a constant water level, are landscaped, or otherwise treated as an amenity for the development, as determined by the Development Services Director.

ix. "**Outdoor Grilling Station**" means a set of tools and/or equipment for grilling or cooking and preparing food outdoors. It typically will include one or more grills and related counter space.

x. "**Pavilion**" means a usually open, covered structure in a garden, open space, or place of recreation that is used for entertainment or shelter.

xi. "**Pocket Park**" means a small, outdoor park or open space area.

xii. "**Pond**" means a small, still, land-based body of water formed by pooling inside a depression, either naturally or artificially.

xiii. "**Putting Green**" means a small area of short grass or turf on which people can hit golf balls into a series of holes for entertainment or for practice.

xiv. "**Sports Court**" means a court or hardscape area designed for athletic or recreational purposes (e.g., such as a full or half basketball court, tennis court, or pickleball court, etc.) surrounded by fencing or on a standalone pad. A half basketball court counts as one sports court.

xv. "**Utility Distribution Facility**" means a structure or facility used to deliver utilities from their source to consumers. These facilities can include without limitation pipelines, wires, a lift station and/or other equipment.

3. **Uses**.

a) The following uses are permitted by right within the East Tract:

1. Model home;
2. Private Street Development[1];
3. Single-Family Dwelling, Detached;
4. Accessory Building;
5. Homebuilder Marketing Center;
6. Home Occupation;
7. Household Care Facility;
8. Municipal Uses Operated by the Town of Prosper;
9. Park or Playground;
10. Private Recreation Center;
11. School, Public;
12. Antenna and/or Antenna Support Structure, Non-Commercial;
13. Private Utility, Other Than Listed;
14. Wireless Communications and Support Structures less than 15 feet in height; and
15. Child Care Center, Home.

ii. Incidental Uses – including, but not limited to Amenity Centers, Community Pools, Gazebos, Pavilions, Sports Courts, Putting Greens, frisbee or disc golf course, and Ponds.

b) The following uses are permitted by Specific Use Permit (SUP) within the East Tract:

i. Child Care Center, Licensed.
ii. Wireless Communications and Support Structures 15 feet or greater in height.
iii. Utility Distribution Facility.

c) The following uses are permitted by right within the West Tract:

1. Model home;
2. Accessory Building;
3. Homebuilder Marketing Center;
4. Home Occupation;
5. Household Care Facility;
6. Municipal Uses Operated by the Town of Prosper;
7. Park or Playground;
8. Private Recreation Center;
9. Antenna and/or Antenna Support Structure, Non-Commercial;

[1] Use is permitted subject to compliance with conditional development standards or limitations in the corresponding numeric end note in Article 3, Division 1, Permitted Uses and Definitions, Section 3.1.4, Conditional Development Standards of the Zoning Ordinance.

10. Private Utility, Other Than Listed;
11. Wireless Communications and Support Structures less than 15 feet in height;
12. Single Family Dwelling, Detached Active Adult Community. "Active Adult Community" shall mean Single Family Dwelling, Detached that may be marketed and/or designed as a planned community primarily for residents who have retired from an active working life. A residential development that contains the West Tract Required Amenities will be considered a community designed primarily for residents who have retired from an active working life. Homeownership and/or occupancy on all or a portion of the lots within the West Tract may be limited to certain qualified ages, and may include without limitation Single Family Dwelling, Detached age restricted to residents 55 years of age and older. By way of example and not limitation, this use may include an age qualified community that restricts all lots to certain qualified ages, or may restrict a certain percentage of the lots to one or more qualified age(s). Any restrictions limiting the age(s) of any resident(s) (and any exceptions to such limitations) shall be contained within private Covenants, Conditions and Restrictions for the West Tract as this PD Ordinance does not provide any such regulations, just an allowance for an age qualified community to be developed.
13. Private Street Development is allowed by right.[2]
14. Incidental Uses – including, but not limited to Amenity Centers, Community Pools, Recreation Centers, food trucks, Gazebos, Pavilions, Sports Courts, Putting Greens, frisbee or disc golf course, and Ponds.

    (a) An Amenity Center may include but is not limited to the following uses:

        (i) Office, business center or co-working space, a café, a kitchen and/or catering kitchen, clubroom, fitness center, conference rooms, locker room or changing room with or without shower facilities, lounge, storage areas, restroom facilities, social gathering areas.

        (ii) Storage of equipment (such as but not limited to physical therapy, medical equipment, and pool equipment).

[2] Private Street Development is allowed by right within the West Tract pursuant to this PD and is excluded from the requirement for a Specific Use Permit in the Zoning Ordinance.

(iii) Administrative, Medical, or Professional Office is allowed as an accessory use as part of an Amenity Center in a Single Family Dwelling, Detached Active Adult Community.

(b) Examples of food trucks (an allowed incidental use within the West Tract) are included with the Inspirational Images attached as **Exhibit H**. Food trucks or food truck stations are not required to exactly match the images or design included with **Exhibit H**, rather **Exhibit H** provides some examples of what this use may look like.

d) The following uses are permitted by Specific Use Permit (SUP) within the West Tract:
   i. Wireless Communications and Support Structures 15 feet or greater in height.
   ii. Utility Distribution Facility.

4. **Maximum Overall Density**.

a) Maximum Permitted Density for the entire property (including both the East Tract and the West Tract): 800 dwelling units, which may be a mix of the lot types defined herein. There is no minimum number of dwelling units per acre. Notwithstanding the proposed locations of lots and lot types as shown on the Concept Plan, the developer may change the location of lots and/or lot types and relocate lots/ lot types and such amendments to the Concept Plan will be approved by the Development Services Director so long as: (i) the total number of dwelling units located on the property is not more than 800 dwelling units, and (ii) the Concept Plan otherwise complies with the requirements herein.

5. **Development Regulations for the East Tract**.

a) Type A Lots: "Type A Lots" shall be considered any lots within the East Tract with a lot width of 80' or greater. Except as otherwise provided herein, Type A Lots shall comply with the requirements and regulations for the Single Family-12.5 District of the Town's Zoning Ordinance, subject to the following changes:

   i. Minimum Enclosed Parking (Garage) Area: 600 square feet.

b) Type B Lots: "Type B Lots" shall be considered any lots within the East Tract with a lot width of less than 80'. Except as otherwise provided herein, Type B Lots shall comply with the requirements and regulations for the Single Family-10 District of the Town's Zoning Ordinance, subject to the following changes:

   i. Minimum Lot Width: 75 feet.
   ii. Minimum Enclosed Parking (Garage) Area: 600 square feet.

c) At least 100 lots within the East Tract will be Type A Lots. The maximum number of dwelling units within the East Tract is 275.

d) At least ten percent (10%) of all lots within the East Tract (calculated based on the aggregate of all lots within the East Tract within all phases rather than on a phase by phase basis) will have a lot area of at least 20,000 square feet.

e) Please see Table 1 below for a summary of the development standards for the East Tract. In the event of a conflict between Table 1 and the text in Section 5(a)-(d) above, the text in Section 5(a)-(d) above shall control.

Table 1

	SF-12.5 Base District	**Type A Lots**	**SF-10 Base District**	**Type B Lots**
Min. or Max. # of lot type (if applicable)	n/a	At least 100 within the East Tract	n/a	n/a
Minimum Front Yard	30 feet	30 feet	25 feet	25 feet
Minimum Side Yard	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.
Minimum Rear Yard	25 feet	25 feet	25 feet	25 feet
Minimum Lot Area	12,500 square feet	12,500 square feet	10,000 square feet	10,000 square feet
Minimum Lot Width	80 feet	80 feet	80 feet	75 feet
Minimum Lot Depth	135 feet	135 feet	125 feet	125 feet
Minimum Dwelling Area	1,800 square feet	1,800 square feet	1,800 square feet	1,800 square feet
Minimum Enclosed Parking (Garage) Area	400 square feet	600 square feet	400 square feet	600 square feet
Maximum Height	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.
Maximum Lot Coverage	45 percent	45 percent	45 percent	45 percent

6. Development Regulations for the West Tract

a) Except as otherwise provided herein, Type C Lots, Type D Lots and Type E Lots (as defined herein) shall comply with the requirements and regulations for the Single Family-10 District of the Town's Zoning Ordinance.

b) Type C Lots: "Type C Lots" shall be considered any lots within the West Tract with a lot width of 75 feet or greater. Type C Lots shall be developed to the standards in Table 2 for Type C Lots.

c) Type D Lots: "Type D Lots" shall be considered any lots within the West Tract with a lot width of at least 65 feet, but less than 75 feet. Type D Lots shall be developed to the standards in Table 2 for Type D Lots.

d) Type E Lots: "Type E Lots" shall be considered any lots within the West Tract with a lot width of at least 55 feet, but less than 65 feet. Type E Lots shall be developed to the standards in Table 2 for Type E Lots.

Table 2

	SF-10 Base District	**Type C Lots**	**Type D Lots**	**Type E Lots**
Min. or Max. # of lot type (if applicable)	n/a	At least 100 within the West Tract	n/a	A maximum of 200 within the West Tract
Minimum Front Yard	25 feet	25 feet	25 feet	25 feet
Minimum Side Yard	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.
Minimum Rear Yard	25 feet	25 feet	25 feet	25 feet
Minimum Lot Area	10,000 square feet	10,000 square feet	8,800 square feet	7,500 square feet
Minimum Lot Width	80 feet	75 feet	65 feet	55 feet
Minimum Lot Depth	125 feet	125 feet	125 feet	125 feet
Minimum Dwelling Area	1,800 square feet	2,000 square feet	1,800 square feet	1,550 square feet
Minimum Enclosed Parking (Garage) Area	400 square feet	400 square feet	400 square feet	400 square feet
Maximum Height	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.
Maximum Lot Coverage	45 percent	45 percent	45 percent	45 percent

e) No more than 200 lots within the West Tract may be Type E Lots. At least 100 of the lots within the West Tract are required to be Type C Lots. The maximum number of dwelling units within the West Tract is 525.

f) Article 4, Division 9, Section 4.9.3.F. of the Zoning Ordinance regarding staggered front yard setbacks does not apply. No staggered front yard setback is required; however, lot types (i.e., Type C, Type D and Type E) will be inter-mixed on each street on a block, so that each street has at least two lot types. Inter-mixing of lot types will result in a staggering of different home product types rather than staggering the setbacks to create visual interest on a street or block. Lot types will be mixed so that one side of a street is not identical (e.g., does not mirror) the opposite side of the street. For example, if one side of the street consists of ten (10) Type C Lots and ten (10) Type D Lots, then the opposite side of the street must have either a different number of Type C and Type D Lots or should include Type E Lots so that one side of the street does not exactly match the opposite side of the street. By way of clarification, the requirement to inter-mix lot types on a block or street does not prevent two of the same lot type being adjacent to each other on a street; rather the requirement is that more than one lot type will be provided on a block or street. Examples of how lot types may be inter-mixed is shown on **Exhibit D** and **Exhibit D-1** attached. Streets/ blocks are not required to conform exactly to **Exhibit D** and/or **Exhibit D-1**; rather, **Exhibit D** and **Exhibit D-1** are meant to show a graphic depiction of how lot types may be inter-mixed along a street or block.

g) A Single Family Dwelling, Detached Active Adult Community may be gated and separated from the surrounding communities along the perimeter subject to Section 7(d) herein, Screening and Fencing.

h) Internal to a Single Family Dwelling, Detached Active Adult Community there shall be connectivity throughout with access points to surrounding neighborhoods or trails.

i) Private Street Development.

i. The proposed streets shall be privately owned, maintained, and regulated by the applicable homeowners' association. Storm drainage for private streets shall also be maintained by the applicable homeowners' association.

ii. The property owner or developer will dedicate water and sewer easements to the Town within or adjacent to the streets in order for the development to be connected to the Town water and sewer systems.

iii. Otherwise, private streets shall be constructed in accordance with the requirements for private streets and gated subdivisions contained in Section 10.03.134 of Chapter 10, Article 3, Division 6 of the Code of Ordinances, Town of Prosper, Texas.

7. **General Development Regulations**

a) Architectural Regulations:

i. Dwelling units shall be in general conformance with one of the home styles shown in the renderings included with **Exhibit F**, with regard to design. Materials shall be governed by subsection (a)(ii) below. Otherwise stated, building materials are not required to match what is shown on **Exhibit F**;

rather, building material(s), including without limitation color palettes or types of materials may consist of any of the materials allowed in subsection (a)(ii) herein, subject to the requirements in that section. The property owner or developer shall submit building elevations with the application for a building permit. The Town will approve the building elevations if they substantially conform to the requirements of this subsection (a)(i) and subsection (a)(ii) below. The architectural styles depicted on **Exhibit F** are an example of the different styles that homes must be in general conformance with (e.g., each separate home will be in general conformance with one of the styles shown). Building elevations are not required to exactly match or be the same color palette as what is shown on **Exhibit F** so long as they are in general conformance with one of the styles on **Exhibit F**. The applicant may submit alternate/different elevations that do not comply with the requirements of this subsection (a) (e.g., are a different style/design than **Exhibit F** or deviate from subsection (a)(ii)) and such alternate elevations may be approved by the Development Services Director, except that any elevations that differ by more than ten percent (10%) from the percentages required pursuant to subsection (a)(ii) herein will require review by the Planning & Zoning Commission and approval by the Town Council.

ii. The exterior facades of a main building or structure, excluding windows, doors and area above the roof line shall comply with the following requirements:

1. The exterior facades shall be constructed of 100 percent (100%) masonry, unless otherwise specified herein.

2. Cementitious fiber board is considered masonry, but may only constitute:

(a) <u>For the front façade of any home</u>: Up to fifty percent (50%) of stories other than the first story on the front façade of a residential home[3], except for the modern farmhouse and craftsman styles as noted below. Cementitious fiber board may be used as a façade cladding material for portions of upper stories on the front façade of a home that are in the same vertical plane as the first story so long as the home generally complies with one of the architectural styles included with **Exhibit F**; and

(b) <u>For the side and rear facades of any home</u>: Up to twenty percent (20%) of all stories on the side and rear facades of a

[3] For clarification, up to 100 percent (100%) of the first story on the front façade of any residential home may be cementitious fiberboard.

residential home (e.g., eaves, soffits, and rear gables above the first floor).

3. Unless an alternate material is approved by the Development Services Director, any portion of an upper story, excluding windows, architectural features or area above the roof line, that faces Parvin Road or Frontier Parkway shall be 100 percent (100%) masonry and shall not be comprised of cementitious fiber board except for eaves, soffits, and rear gables (which may be comprised of cementitious fiber board).

4. Unless an alternate material is approved by the Development Services Director, any portion of an upper story, excluding windows, architectural features or area above the roof line, that faces and fronts on public or private open space, public or private parks, or the Hike and Bike Trail, shall be 100 percent masonry and may be comprised of cementitious fiber board subject to the limitations in Section 7(a)(ii)(2) above.

5. Unless an alternate material is approved by the Development Services Director, the exterior cladding of chimneys shall be brick, natural or manufactured stone, or three coat stucco.

6. Notwithstanding any limitation above, for modern farmhouse and craftsman style homes, cementitious fiber board is considered masonry, and may constitute up to eighty percent (80%) of stories other than the first story on the front façade of a residential home. The modern farmhouse and craftsman style homes are shown in the renderings included with **Exhibit F**.

7. Notwithstanding any limitation above, cementitious fiber board may be used for architectural features, including window box-outs, gables, bay windows, roof dormers, garage door headers, columns, exposed sidewalls/gable ends above lower roofs, exposed rafter tails, or other architectural features approved by the Development Services Director.

8. Masonry Construction means clay fired brick, natural and manufactured stone, granite, marble, three-coat stucco, and cementitious fiber board (subject to the limitations in this section) as exterior construction materials for all residential structures. Three-coat stucco means stucco applied using a three-step process over diamond metal lath mesh to a minimum of seven-eighths of an inch thickness or by other process producing comparable cement stucco finish with equal or greater strength and durability specifications.

iii. An applicant may appeal any denial by the Development Services Director to a request for approval of an alternate material (as noted above) to the Town's Planning & Zoning Commission and may appeal the Planning & Zoning Commission's decision to the Town Council.

iv. The primary massing of the roof on the main residential building shall have a minimum slope of 6:12. Accessory roof structures (including, but not limited to garages) and architectural features shall have a minimum slope of 1.25:12.

v. Roof material shall be standing seam copper, metal roof or standing seam metal, natural slate shingles, imitation slate shingles, cementitious tile, or composition 30-year laminated shingles or other approved roof materials. "Other approved roof materials" mean roof materials other than listed herein that are approved by the Development Services Director. By way of clarification, roofing or roof materials are not required to match what is shown on **Exhibit F** hereto; rather, roof material may consist of any of the materials listed in this subsection.

vi. The requirements in this section shall apply in lieu of any exterior construction, building materials or design requirements in the Town's Zoning Ordinance and shall be the exclusive exterior construction, building materials, and design requirements that apply to the development of the property.

b) All homes shall have a covered porch, stoop, or portico at the main front entry into the home.

c) Driveway Pavement Enhancements:
   i. All driveways for single-family homes will be broom finished concrete; salt finish concrete; stained-patterned concrete; or brick, stone or inter-locking pavers.

d) Screening and fencing.
   i. Screening and fencing may be provided generally as shown on the Open Space and Trail Plan.
   ii. The area labeled as "Minimum 50% Open Fencing" along portions of Parvin Road and Frontier Parkway on the Open Space and Trail Plan (the "Perimeter Fence") will be constructed with at least fifty (50%) ornamental metal or tubular steel, with masonry columns and will be a minimum height of six feet and a maximum height of eight feet (except for columns which may be up to nine feet). The Perimeter Fence may include masonry materials so long as less than 50% of the total fence is masonry. The following requirements apply for the Perimeter Fence:
      1. Masonry columns shall be spaced between 75 feet and 100 feet.

2. The maximum height of the masonry columns, including capstones, shall be nine feet.
3. The minimum height of required walls and fences shall be measured from the nearest alley edge, the property line (where no alley exists) or sidewalk grade, whichever is higher, and shall be constructed in accordance with town design standards.
4. The ornamental metal fence shall be constructed of solid-stock materials and tubular steel with a minimum of 16 gauge pickets and 11 gauge posts.

e) Trees on Corner Lots.
   i. A minimum of one tree from the large tree list in Section 4.2.7 of the Zoning Ordinance shall be planted in the side yard area adjacent to the street on a corner lot. When more than two trees are required per lot, the corner lot, side yard tree may count toward the requirement. Street trees (trees located in the parkway area between the curb and the sidewalk) adjacent to the side yard of a corner lot may count toward the requirement.

8. **Open Space and Amenities**

a) East Tract Open Space: Open space shall be provided generally in the areas shown as "open space" on the Open Space and Trail Plan. The open space within the East Tract is not required to conform exactly to the boundaries as shown on the Open Space and Trail Plan, so long as at least 30 acres of open space is provided within the East Tract (such minimum open space acreage refers to open space within the aggregate, including all phases and all open space areas within the East Tract – the open space is not required to be contiguous).

b) West Tract Open Space: Open space shall be provided generally in the areas shown as "open space" on the Open Space and Trail Plan. The open space within the West Tract is not required to conform exactly to the boundaries as shown on the Open Space and Trail Plan, so long as at least 20 acres of open space is provided within the West Tract (such minimum open space acreage refers to open space within the aggregate, including all phases and all open space areas within the West Tract – the open space is not required to be contiguous).

c) Detention and retention may be provided in open space areas.

d) Open space areas may include area within the floodplain or special flood hazard area.

e) In order for an open space area to be counted towards the minimum 30 acre requirement for the East Tract (referenced above) and the minimum 20 acre requirement for the West Tract (referenced above), a given open space area must be (1) at least 10,000 square feet in size; and (2) have a minimum width of at least 40 feet.

f) The following amenities are required to be installed within the East Tract and may be installed in open space areas or common areas ("East Tract Required Amenities"):

i. A resident amenity area that includes a swimming pool, shade structure(s) totaling a minimum of 300 square feet, seating areas or a pool deck, and restroom facilities (the "East Amenity Area").
ii. At least one pocket park with a playground having a minimum of 40' x 29' use zone.
iii. At least three (3) of the following:
    1. Sports court;
    2. Fishing pier;
    3. Event lawn;
    4. Game lawn;
    5. Fire Pit Amenity;
    6. Outdoor Grilling Station;
    7. Putting Green; or
    8. Pavilion.

g) The following amenities are required to be installed within the West Tract and may be installed in open space areas or common areas ("West Tract Required Amenities", and together with the East Tract Required Amenities, the "Required Amenities"):
i. An Amenity Center or clubhouse including at a minimum a resident lounge area or social area, fitness center, and restrooms (the "West Amenity Center").
ii. A swimming pool with shade structure(s) totaling a minimum of 300 square feet and seating areas or a pool deck.
iii. At least three (3) of the following amenities ("Elective West Tract Amenities"):
    1. Pavilion with Outdoor Grilling Station;
    2. Bocce ball court;
    3. Sports Court;
    4. Shuffleboard court or table;
    5. Fire Pit Amenity;
    6. Putting Green;
    7. Outdoor spa;
    8. Game Lawn; or
    9. Event Lawn.

h) An example of representative photographs of the Elective West Tract Amenities is included with **Exhibit H** ("Inspirational Images"). For the avoidance of doubt, the design of the amenities is conceptual in nature and the developer or property owner shall not be held to the design of an amenity as shown on **Exhibit H**. The Inspirational Images are meant to illustrate the types of amenities that will be provided, but the developer or property owner may use a different supplier, design and/or model for the amenities or improvements. Otherwise stated, the developer may make changes to the design and specifications of the Elective West Tract Amenities shown on **Exhibit H** so long as at least three (3) of the Elective West Tract Amenities are provided within the West Tract.

i) The location of any one or more of the Required Amenities may change during the final design process from what is shown on any exhibits attached hereto. Additional amenities may be provided in addition to the Required Amenities.

j) The Required Amenities may be completed in phases (corresponding with the respective phases of development as determined by the developer). The East Amenity Area shall be complete prior to issuance of a certificate of occupancy for the 138th single-family home within the East Tract. The West Amenity Center shall be complete prior to issuance of a certificate of occupancy for the 263rd single-family home within the West Tract. The remaining Required Amenities shall be completed prior to the issuance of the last certificate of occupancy in the phase in which the respective amenity is located within. Completion of the Required Amenities, or any one of them shall not be a condition to issuance of building permits or approval of plats or construction plans.

k) The open space, amenities and trails requirements in this section and Section 9 below shall be the exclusive open space, amenities and trails requirements that apply to the development of the property.

9. **Trails and Sidewalks**

i. A Hike and Bike Trail shall be provided generally as shown in yellow and labeled as the "Public Trail" on the Open Space and Trail Plan. By way of clarification, the Hike and Bike Trail referenced herein does not include any of the trails shown as "Public Trail Installed by Others" on the Open Space and Trail Plan. The Hike and Bike Trail shall be located within a twenty-foot (20') public trail easement or pedestrian access easement and may overlap with other Town easements as approved by the Town's Engineering Department. A dog waste station, bench, and trash receptacle will be provided at least every 500 feet along the Hike and Bike Trail. The Hike and Bike Trail is flexible and not strictly bound to the locations shown on the Open Space and Trail Plan. The Hike and Bike Trail may shift or otherwise be modified with the final engineering design so long as the trail complies with the requirements herein. The Hike and Bike Trail may be completed in phases and is required to be completed (and a public easement for such portion(s) of the trail dedicated) prior to the issuance of the last certificate of occupancy in the phase in which the respective portion(s) of the Hike and Bike Trail are located within or adjacent to. The developer or property owner may designate the phases of the development.

ii. Private trails are not required to be within a dedicated easement and may overlap with other Town easements.

iii. The developer or property owner may (1) provide one or more of the following along or at the entrance to private trails: trail heads, trail way stations, overlooks, butterfly gardens and/or other types of trail enhancements; and (2) reserve or restrict the use of such areas for residents, each in its discretion. Examples of these types of trail enhancements are included on the pages titled "Walking/ Fitness Trails" and "Nature Overlooks & Butterfly Gardens" in **Exhibit H**. For the avoidance of doubt, the design of any trail heads, trail way stations, overlooks or other trail

enhancements is conceptual in nature and the developer or property owner shall not be held to the designs or types of such items as shown on **Exhibit H**. The Inspirational Images are meant to illustrate the types of trail enhancements that may be provided, but the developer or property owner may use a different design or type of enhancement or improvement(s).

iv. Except as provided herein, sidewalks shall be a minimum of five feet (5') in width. Sidewalks along Parvin Road and Frontier Parkway shall be a minimum of six feet (6') in width.

10. **Miscellaneous**

a) Building permits for model homes may be issued prior to the final acceptance of the proposed subdivision (or any portion thereof) or any public infrastructure for the subdivision, subject to the Town's Early Model Home Permit Policy; provided that two homes per lot type (i.e., two each of Lot Type A, Lot Type B, Lot Type C, Lot Type D and Lot Type E) may be permitted for model home purposes and such permits shall not be limited to two homes per builder.

b) Permits and a certificate of occupancy for a Sales Trailer may be issued prior to final acceptance of the proposed subdivision (or any portion thereof) or any public infrastructure for the subdivision; provided that all streets adjacent to the Sales Trailer have been completed and the water system and fire hydrants related thereto have been completed and are functional. "Sales Trailer" means a mobile structure used to accommodate temporary offices for the purposes of meeting with the general public during construction projects.

c) Plans for design and construction of any amenities, including without limitation any of the Required Amenities may be submitted and reviewed/approved by the Town while public infrastructure for the subdivision is being constructed (i.e., such plans may be submitted and approved prior to acceptance of public infrastructure or recording of a final plat). If such plans are submitted, once submitted, the City will review and approve such plans within 45 days of submittal. Once any amenity plans are approved and sufficient roads and water facilities have been provided within the subdivision to provide fire access and fire fighting capability to the area where the applicable amenity or amenities will be constructed, the Town will issue a permit that will allow the applicant to begin construction of any such amenities (i.e., construction of such amenities may begin prior to acceptance of all public infrastructure for the subdivision or recording of a final plat).

ZONE-24-0022
EXHIBIT C
DEVELOPMENT REGULATIONS
(373.5107 acres; approx. 310.4 Net Acres)

- Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Regulations, the regulations of the Town's Zoning Ordinance (Ordinance No. 05-20), as it exists or may be amended, and the Subdivision Ordinance (Ordinance No. 17-41), as it exists or may be amended, shall apply.
    - In the event of a conflict between the Town's Zoning Ordinance and this PD Ordinance, this PD Ordinance shall control. In the event of a conflict between these Development Regulations and the Concept Plan, these Development Regulations shall control.

1. **Development Plans**:
    a) Concept Plan: The property shall be developed in general accordance with the attached concept plan, set forth in **Exhibit D** (the "Concept Plan"), except as modified as provided herein. The Concept Plan shall satisfy all requirements under the Zoning Ordinance to submit/ approve a conceptual development plan for this PD and no further conceptual development plan, or approvals by the Planning & Zoning Commission or Town Council with respect to a conceptual development plan shall be required.
    b) Open Space and Trail Plan: The property shall be developed in general accordance with the attached Open Space and Trail Plan, set forth in **Exhibit G** (the "Open Space and Trail Plan"), except as modified as provided herein.
    c) Changes of detail or amendments to the Concept Plan, the Open Space and Trail Plan (except changes to any Hike and Bike Trails shown on the Open Space and Trail Plan, which are subject to subsection 1(e) below) or any other exhibits attached hereto may be authorized by the Development Services Director so long as such changes or amendments:
        i. do not alter the basic relationship of the proposed development to adjacent property;
        ii. do not alter the uses permitted;
        iii. do not increase the number of dwelling units above 800 dwelling units;
        iv. do not increase building height above 40 feet;
        v. do not increase lot coverage for any residential lot above 45 percent;
        vi. do not decrease the required off street parking ratio; and
        vii. do not reduce the minimum yards required pursuant to Section 5 and Section 6 of these Development Regulations (below).
    d) The applicant may appeal the Development Services Director's decision to deny an amendment to the Concept Plan or any other exhibits attached hereto to the Town's Planning & Zoning Commission and may appeal the Planning & Zoning Commission's decision to the Town Council. For any amendments that are not authorized to be approved by the Development Services Director herein or in the

Zoning Ordinance (or by the Town's Planning & Zoning Commission in the Zoning Ordinance), the applicant may apply for an amendment through the same process as a zoning amendment.

e) Changes of detail or amendments to any Hike and Bike Trails shown on the Open Space and Trail Plan may be authorized by the Town's Director of Parks & Recreation or his/her designated representative (the "Parks Director") so long as such changes or amendments: do not alter the basic relationship of the proposed development to adjacent property and which do not alter the uses permitted, or reduce the minimum yards required pursuant to Section 5 and Section 6 of these Development Regulations (below).

i. The applicant may appeal the Parks Director's decision to deny an amendment to the Open Space and Trail Plan to the Town's Planning & Zoning Commission and may appeal the Planning & Zoning Commission's decision to the Town Council. For any amendments that are not authorized to be approved by the Parks Director herein or in the Zoning Ordinance (or by the Town's Planning & Zoning Commission in the Zoning Ordinance), the applicant may apply for an amendment through the same process as a zoning amendment.

2. **Tracts; Defined Terms**.

a) Tracts.

i. The property is referred to herein as two separate tracts, the "East Tract", labeled as the "East Tract" on the Concept Plan and the "West Tract", labeled as the "West Tract" on the Concept Plan.

b) Defined Terms.

i. "**Amenity Center**" means a facility that provides amenities primarily for the use of a private group, association, subdivision or neighborhood. Amenity centers can include without limitation (but are not required to include) pools, playgrounds, fitness centers, and other facilities.

ii. "**Community Pool**" means a swimming pool that is available for use by residents and their guests in the subdivision or neighborhood in which it is located. It may be part of an Amenity Center.

iii. "**Development Services Director**" means the Town's Director of Development Services or his/her designated representative.

iv. "**Fire Pit Amenity**" means a designated outdoor area with a fire pit, provided as a feature for residents or guests to gather around, enjoy warmth from the fire, and socialize.

v. "**Gazebo**" means a freestanding roofed structure usually open on the sides.

vi. "**Game Lawn**" means an outdoor lawn, grass or other outdoor area that may be used for outdoor games such as but not limited to cornhole, bocce ball, croquet, and horseshoes.

vii. "**Hike and Bike Trail**" means a concrete trail ten feet (10') in width (except where approved to be less than ten feet in width as described below) generally shown in yellow and labeled as the "Public Trail" on the Open Space and Trail Plan. The trail may be used for walking, running, hiking, biking and/or similar uses. The trail shall not be required to be

greater than 10’ in width (and may be less than 10’ in width where natural features or vegetation prevent such width as approved by the Development Services Director). The Development Services Director may approve less than 10’ in width for the Hike and Bike Trail where the owner or developer is able to show that natural features or vegetation prevent or impede a ten foot width. The Hike and Bike Trail will be available for access by the public. No part of the Hike and Bike Trail as such term is used herein is required to be within the gated area of the residential community.

viii. “**Net acreage**” or “**net acres**” means gross land area less any:

1. Land located within a floodplain or special flood hazard area as designated by the Federal Emergency Management Agency on its Flood Hazard Boundary Map and Flood Insurance Rate Maps, or the Department of Housing and Urban Development, Federal Insurance Administration, Special Flood Hazard Area Maps.

2. Right-of-way dedicated for major thoroughfares.

3. Required parkland dedication.

4. Detention.

5. Land used for non-residential purposes.

Notwithstanding the foregoing, net acreage or net acres may include the following:

- Private open space.
- Park dedication in excess of minimum park dedication requirements.
- Detention ponds that contain a constant water level, are landscaped, or otherwise treated as an amenity for the development, as determined by the Development Services Director.

ix. “**Outdoor Grilling Station**” means a set of tools and/or equipment for grilling or cooking and preparing food outdoors. It typically will include one or more grills and related counter space.

x. “**Pavilion**” means a usually open, covered structure in a garden, open space, or place of recreation that is used for entertainment or shelter.

xi. “**Pocket Park**” means a small, outdoor park or open space area.

xii. “**Pond**” means a small, still, land-based body of water formed by pooling inside a depression, either naturally or artificially.

xiii. “**Putting Green**” means a small area of short grass or turf on which people can hit golf balls into a series of holes for entertainment or for practice.

xiv. "**Sports Court**" means a court or hardscape area designed for athletic or recreational purposes (e.g., such as a full or half basketball court, tennis court, or pickleball court, etc.) surrounded by fencing or on a standalone pad. A half basketball court counts as one sports court.

xv. "**Utility Distribution Facility**" means a structure or facility used to deliver utilities from their source to consumers. These facilities can include without limitation pipelines, wires, a lift station and/or other equipment.

3. **Uses**.

a) The following uses are permitted by right within the East Tract:

1. Model home;
2. Private Street Development[1];
3. Single-Family Dwelling, Detached;
4. Accessory Building;
5. Homebuilder Marketing Center;
6. Home Occupation;
7. Household Care Facility;
~~8. House of Worship;~~

8. ~~9.~~ Municipal Uses Operated by the Town of Prosper;
9. ~~10.~~ Park or Playground;
10. ~~11.~~ Private Recreation Center;
11. ~~12.~~ School, Public;
12. ~~13.~~ Antenna and/or Antenna Support Structure, Non-Commercial;
13. ~~14.~~ Private Utility, Other Than Listed;
14. ~~15.~~ Wireless Communications and Support Structures less than 15 feet in height; and
15. ~~16.~~ Child Care Center, Home~~;~~.

~~17. Golf Course and/or Country Club.~~

ii. Incidental Uses – including, but not limited to Amenity Centers, Community Pools, Gazebos, Pavilions, Sports Courts, Putting Greens, frisbee or disc golf course, and Ponds.

b) The following uses are permitted by Specific Use Permit (SUP) within the East Tract:

i. Child Care Center, Licensed.
ii. Wireless Communications and Support Structures 15 feet or greater in height.
iii. Utility Distribution Facility.

c) The following uses are permitted by right within the West Tract:

[1] Use is permitted subject to compliance with conditional development standards or limitations in the corresponding numeric end note in Article 3, Division 1, Permitted Uses and Definitions, Section 3.1.4, Conditional Development Standards of the Zoning Ordinance.

1. Model home;
2. Accessory Building;
3. Homebuilder Marketing Center;
4. Home Occupation;
5. Household Care Facility;

~~6. House of Worship;~~

6. ~~7.~~ Municipal Uses Operated by the Town of Prosper;
7. ~~8.~~ Park or Playground;
8. ~~9.~~ Private Recreation Center;

~~10. School, Public;~~

9. ~~11.~~ Antenna and/or Antenna Support Structure, Non-Commercial;
10. ~~12.~~ Private Utility, Other Than Listed;
11. ~~13.~~ Wireless Communications and Support Structures less than 15 feet in height;

~~14. Golf Course and/or Country Club.~~

12. ~~15.~~ Single Family Dwelling, Detached Active Adult Community. "Active Adult Community" shall mean Single Family Dwelling, Detached that may be marketed and/or designed as a planned community primarily for residents who have retired from an active working life. A residential development that contains the West Tract Required Amenities will be considered a community designed primarily for residents who have retired from an active working life. Homeownership and/or occupancy on all or a portion of the lots within the West Tract may be limited to certain qualified ages, and may include without limitation Single Family Dwelling, Detached age restricted to residents 55 years of age and older. By way of example and not limitation, this use may include an age qualified community that restricts all lots to certain qualified ages, or may restrict a certain percentage of the lots to one or more qualified age(s). Any restrictions limiting the age(s) of any resident(s) (and any exceptions to such limitations) shall be contained within private Covenants, Conditions and Restrictions for the West Tract as this PD Ordinance does not provide any such regulations, just an allowance for an age qualified community to be developed.

13. ~~16.~~ Private Street Development is allowed by right.[2]

14. ~~17.~~ Incidental Uses – including, but not limited to Amenity Centers, Community Pools, Recreation Centers, food trucks,

[2] Private Street Development is allowed by right within the West Tract pursuant to this PD and is excluded from the requirement for a Specific Use Permit in the Zoning Ordinance.

Gazebos, Pavilions, Sports Courts, Putting Greens, frisbee or disc golf course, and Ponds.

(a) An Amenity Center may include but is not limited to the following uses:

(i) Office, business center or co-working space, a café, a kitchen and/or catering kitchen, clubroom, fitness center, conference rooms, locker room or changing room with or without shower facilities, lounge, storage areas, restroom facilities, social gathering areas.

(ii) Storage of equipment (such as but not limited to physical therapy, medical equipment, and pool equipment).

(iii) Administrative, Medical, or Professional Office is allowed as an accessory use as part of an Amenity Center in a Single Family Dwelling, Detached Active Adult Community.

(b) Examples of food trucks (an allowed incidental use within the West Tract) are included with the Inspirational Images attached as **Exhibit H**. Food trucks or food truck stations are not required to exactly match the images or design included with **Exhibit H**, rather **Exhibit H** provides some examples of what this use may look like.

d) The following uses are permitted by Specific Use Permit (SUP) within the West Tract:
   i. Wireless Communications and Support Structures 15 feet or greater in height.
   ii. Utility Distribution Facility.

4. **Maximum Overall Density**.

a) Maximum Permitted Density for the entire property (including both the East Tract and the West Tract): 800 dwelling units, which may be a mix of the lot types defined herein. There is no minimum number of dwelling units per acre. Notwithstanding the proposed locations of lots and lot types as shown on the Concept Plan, the developer may change the location of lots and/or lot types and relocate lots/ lot types and such amendments to the Concept Plan will be approved by the Development Services Director so long as: (i) the total number of dwelling units located on the property is not more than 800 dwelling units, and (ii) the Concept Plan otherwise complies with the requirements herein.

5. **Development Regulations for the East Tract**.

a) Type A Lots: "Type A Lots" shall be considered any lots within the East Tract with a lot width of 80' or greater. Except as otherwise provided herein, Type A Lots shall comply with the requirements and regulations for the Single Family-12.5 District of the Town's Zoning Ordinance~~.~~, subject to the following changes:

i. Minimum Enclosed Parking (Garage) Area: 600 square feet.

b) Type B Lots: "Type B Lots" shall be considered any lots within the East Tract with a lot width of less than 80'. Except as otherwise provided herein, Type B Lots shall comply with the requirements and regulations for the Single Family-10 District of the Town's Zoning Ordinance, subject to the following changes:

i. Minimum Lot Width: 75 feet.
ii. Minimum Enclosed Parking (Garage) Area: 600 square feet.

c) At least 100 lots within the East Tract will be Type A Lots. The maximum number of dwelling units within the East Tract is 275.

d) At least ten percent (10%) of all lots within the East Tract (calculated based on the aggregate of all lots within the East Tract within all phases rather than on a phase by phase basis) will have a lot area of at least 20,000 square feet.

e) ~~d)~~ Please see Table 1 below for a summary of the development standards for the East Tract. In the event of a conflict between Table 1 and the text in Section 5(a)-(~~c~~d) above, the text in Section 5(a)-(~~c~~d) above shall control.

Table 1

	SF-12.5 Base District	Type A Lots	SF-10 Base District	Type B Lots
Min. or Max. # of lot type (if applicable)	n/a	At least 100 within the East Tract	n/a	n/a
Minimum Front Yard	30 feet	30 feet	25 feet	25 feet
Minimum Side Yard	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.
Minimum Rear Yard	25 feet	25 feet	25 feet	25 feet
Minimum Lot Area	12,500 square feet	12,500 square feet	10,000 square feet	10,000 square feet
Minimum Lot Width	80 feet	80 feet	80 feet	75 feet
Minimum Lot Depth	135 feet	135 feet	125 feet	125 feet

Minimum Dwelling Area	1,800 square feet	1,800 square feet	1,800 square feet	1,800 square feet
Minimum Enclosed Parking (Garage) Area	400 square feet	~~400~~600 square feet	400 square feet	~~400~~600 square feet
Maximum Height	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.
Maximum Lot Coverage	45 percent	45 percent	45 percent	45 percent

6. **Development Regulations for the West Tract**

a) Except as otherwise provided herein, Type C Lots, Type D Lots and Type E Lots (as defined herein) shall comply with the requirements and regulations for the Single Family-10 District of the Town's Zoning Ordinance.

b) Type C Lots: "Type C Lots" shall be considered any lots within the West Tract with a lot width of 75 feet or greater. Type C Lots shall be developed to the standards in Table 2 for Type C Lots.

c) Type D Lots: "Type D Lots" shall be considered any lots within the West Tract with a lot width of at least 65 feet, but less than 75 feet. Type D Lots shall be developed to the standards in Table 2 for Type D Lots.

d) Type E Lots: "Type E Lots" shall be considered any lots within the West Tract with a lot width of at least 55 feet, but less than 65 feet. Type E Lots shall be developed to the standards in Table 2 for Type E Lots.

Table 2

	SF-10 Base District	**Type C Lots**	**Type D Lots**	**Type E Lots**
Min. or Max. # of lot type (if applicable)	n/a	At least 100 within the West Tract	n/a	A maximum of ~~225~~200 within the West Tract
Minimum Front Yard	25 feet	25 feet	25 feet	25 feet
Minimum Side Yard	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.
Minimum Rear Yard	25 feet	25 feet	25 feet	25 feet
Minimum Lot Area	10,000 square feet	10,000 square feet	8,800 square feet	7,500 square feet
Minimum Lot	80 feet	75 feet	65 feet	55 feet

Width				
Minimum Lot Depth	125 feet	125 feet	125 feet	125 feet
Minimum Dwelling Area	1,800 square feet	2,000 square feet	1,800 square feet	1,550 square feet
Minimum Enclosed Parking (Garage) Area	400 square feet	400 square feet	400 square feet	400 square feet
Maximum Height	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.
Maximum Lot Coverage	45 percent	45 percent	45 percent	45 percent

e) No more than ~~225~~200 lots within the West Tract may be Type E Lots. At least 100 of the lots within the West Tract are required to be Type C Lots. The maximum number of dwelling units within the West Tract is 525.

f) Article 4, Division 9, Section 4.9.3.F. of the Zoning Ordinance regarding staggered front yard setbacks does not apply. No staggered front yard setback is required; however, lot types (i.e., Type C, Type D and Type E) will be inter-mixed on each street on a block, so that each street has at least two lot types. Inter-mixing of lot types will result in a staggering of different home product types rather than staggering the setbacks to create visual interest on a street or block. Lot types will be mixed so that one side of a street is not identical (e.g., does not mirror) the opposite side of the street. For example, if one side of the street consists of ten (10) Type C Lots and ten (10) Type D Lots, then the opposite side of the street must have either a different number of Type C and Type D Lots or should include Type E Lots so that one side of the street does not exactly match the opposite side of the street. By way of clarification, the requirement to inter-mix lot types on a block or street does not prevent two of the same lot type being adjacent to each other on a street; rather the requirement is that more than one lot type will be provided on a block or street. Examples of how lot types may be inter-mixed is shown on **Exhibit D** and **Exhibit D-1** attached. Streets/ blocks are not required to conform exactly to **Exhibit D** and/or **Exhibit D-1**; rather, **Exhibit D** and **Exhibit D-1** are meant to show a graphic depiction of how lot types may be inter-mixed along a street or block.

g) A Single Family Dwelling, Detached Active Adult Community may be gated and separated from the surrounding communities along the perimeter subject to Section 7(d) herein, Screening and Fencing.

h) Internal to a Single Family Dwelling, Detached Active Adult Community there shall be connectivity throughout with access points to surrounding neighborhoods or trails.

i) Private Street Development.

i. The proposed streets shall be privately owned, maintained, and regulated by the applicable homeowners' association. Storm drainage for private

streets shall also be maintained by the applicable homeowners' association.

ii. The property owner or developer will dedicate water and sewer easements to the Town within or adjacent to the streets in order for the development to be connected to the Town water and sewer systems.

iii. Otherwise, private streets shall be constructed in accordance with the requirements for private streets and gated subdivisions contained in Section 10.03.134 of Chapter 10, Article 3, Division 6 of the Code of Ordinances, Town of Prosper, Texas.

7. **General Development Regulations**

a) Architectural Regulations:

i. Dwelling units shall be in general conformance with one of the home styles shown in the renderings included with **Exhibit F**, with regard to design. Materials shall be governed by subsection (a)(ii) below. Otherwise stated, building materials are not required to match what is shown on **Exhibit F**; rather, building material(s), including without limitation color palettes or types of materials may consist of any of the materials allowed in subsection (a)(ii) herein, subject to the requirements in that section. The property owner or developer shall submit building elevations with the application for a building permit. The Town will approve the building elevations if they substantially conform to the requirements of this subsection (a)(i) and subsection (a)(ii) below. The architectural styles depicted on **Exhibit F** are an example of the different styles that homes must be in general conformance with (e.g., each separate home will be in general conformance with one of the styles shown). Building elevations are not required to exactly match or be the same color palette as what is shown on **Exhibit F** so long as they are in general conformance with one of the styles on **Exhibit F**. The applicant may submit alternate/different elevations that do not comply with the requirements of this subsection (a) (e.g., are a different style/design than **Exhibit F** or deviate from subsection (a)(ii)) and such alternate elevations may be approved by the Development Services Director, except that any elevations that differ by more than ten percent (10%) from the percentages required pursuant to subsection (a)(ii) herein will require review by the Planning & Zoning Commission and approval by the Town Council.

ii. The exterior facades of a main building or structure, excluding windows, doors and area above the roof line shall comply with the following requirements:

1. The exterior facades shall be constructed of 100 percent (100%) masonry, unless otherwise specified herein.

2. Cementitious fiber board is considered masonry, but may only constitute:

(a) For the front façade of any home: Up to fifty percent (50%) of stories other than the first story on the front façade of a residential home[3], except for the modern farmhouse and craftsman styles as noted below. Cementitious fiber board may be used as a façade cladding material for portions of upper stories on the front façade of a home that are in the same vertical plane as the first story so long as the home generally complies with one of the architectural styles included with **Exhibit F**; and

(b) For the side and rear facades of any home: Up to twenty percent (20%) of all stories on the side and rear facades of a residential home (e.g., eaves, soffits, and rear gables above the first floor).

3. Unless an alternate material is approved by the Development Services Director, any portion of an upper story, excluding windows, architectural features or area above the roof line, that faces Parvin Road or Frontier Parkway shall be 100 percent (100%) masonry and shall not be comprised of cementitious fiber board except for eaves, soffits, and rear gables (which may be comprised of cementitious fiber board).

4. Unless an alternate material is approved by the Development Services Director, any portion of an upper story, excluding windows, architectural features or area above the roof line, that faces and fronts on public or private open space, public or private parks, or the Hike and Bike Trail, shall be 100 percent masonry and may be comprised of cementitious fiber board subject to the limitations in Section 7(a)(ii)(2) above.

5. Unless an alternate material is approved by the Development Services Director, the exterior cladding of chimneys shall be brick, natural or manufactured stone, or three coat stucco.

6. Notwithstanding any limitation above, for modern farmhouse and craftsman style homes, cementitious fiber board is considered masonry, and may constitute up to eighty percent (80%) of stories other than the first story on the front façade of a residential home. The modern farmhouse and craftsman style homes are shown in the renderings included with **Exhibit F**.

7. Notwithstanding any limitation above, cementitious fiber board may be used for architectural features, including window box-outs,

[3] For clarification, up to 100 percent (100%) of the first story on the front façade of any residential home may be cementitious fiberboard.

gables, bay windows, roof dormers, garage door headers, columns, exposed sidewalls/gable ends above lower roofs, exposed rafter tails, or other architectural features approved by the Development Services Director.

8. Masonry Construction means clay fired brick, natural and manufactured stone, granite, marble, three-coat stucco, and cementitious fiber board (subject to the limitations in this section) as exterior construction materials for all residential structures. Three-coat stucco means stucco applied using a three-step process over diamond metal lath mesh to a minimum of seven-eighths of an inch thickness or by other process producing comparable cement stucco finish with equal or greater strength and durability specifications.

iii. An applicant may appeal any denial by the Development Services Director to a request for approval of an alternate material (as noted above) to the Town's Planning & Zoning Commission and may appeal the Planning & Zoning Commission's decision to the Town Council.

iv. The primary massing of the roof on the main residential building shall have a minimum slope of 6:12. Accessory roof structures (including, but not limited to garages) and architectural features shall have a minimum slope of 1.25:12.

v. Roof material shall be standing seam copper, metal roof or standing seam metal, natural slate shingles, imitation slate shingles, cementitious tile, or composition 30-year laminated shingles or other approved roof materials. "Other approved roof materials" mean roof materials other than listed herein that are approved by the Development Services Director. By way of clarification, roofing or roof materials are not required to match what is shown on **Exhibit F** hereto; rather, roof material may consist of any of the materials listed in this subsection.

vi. The requirements in this section shall apply in lieu of any exterior construction, building materials or design requirements in the Town's Zoning Ordinance and shall be the exclusive exterior construction, building materials, and design requirements that apply to the development of the property.

b) All homes shall have a covered porch, stoop, or portico at the main front entry into the home.

c) Driveway Pavement Enhancements:

i. All driveways for single-family homes will be broom finished concrete; salt finish concrete; stained-patterned concrete; or brick, stone or inter-locking pavers.

d) Screening and fencing.

i. Screening and fencing may be provided generally as shown on the Open Space and Trail Plan.

ii. The area labeled as "Minimum 50% Open Fencing" along portions of Parvin Road and Frontier Parkway on the Open Space and Trail Plan (the "Perimeter Fence") will be constructed with at least fifty (50%) ornamental metal or tubular steel, with masonry columns and will be a minimum height of six feet and a maximum height of eight feet (except for columns which may be up to nine feet). The Perimeter Fence may include masonry materials so long as less than 50% of the total fence is masonry. The following requirements apply for the Perimeter Fence:

1. Masonry columns shall be spaced between 75 feet and 100 feet.
2. The maximum height of the masonry columns, including capstones, shall be nine feet.
3. The minimum height of required walls and fences shall be measured from the nearest alley edge, the property line (where no alley exists) or sidewalk grade, whichever is higher, and shall be constructed in accordance with town design standards.
4. The ornamental metal fence shall be constructed of solid-stock materials and tubular steel with a minimum of 16 gauge pickets and 11 gauge posts.

e) Trees on Corner Lots.

i. A minimum of one tree from the large tree list in Section 4.2.7 of the Zoning Ordinance shall be planted in the side yard area adjacent to the street on a corner lot. When more than two trees are required per lot, the corner lot, side yard tree may count toward the requirement. Street trees (trees located in the parkway area between the curb and the sidewalk) adjacent to the side yard of a corner lot may count toward the requirement.

8. **Open Space and Amenities**

a) East Tract Open Space: Open space shall be provided generally in the areas shown as "open space" on the Open Space and Trail Plan. The open space within the East Tract is not required to conform exactly to the boundaries as shown on the Open Space and Trail Plan, so long as at least 30 acres of open space is provided within the East Tract (such minimum open space acreage refers to open space within the aggregate, including all phases and all open space areas within the East Tract – the open space is not required to be contiguous).

b) West Tract Open Space: Open space shall be provided generally in the areas shown as "open space" on the Open Space and Trail Plan. The open space within the West Tract is not required to conform exactly to the boundaries as shown on the Open Space and Trail Plan, so long as at least 20 acres of open space is provided within the West Tract (such minimum open space acreage refers to open space within the aggregate, including all phases and all open space areas within the West Tract – the open space is not required to be contiguous).

c) Detention and retention may be provided in open space areas.

d) Open space areas may include area within the floodplain or special flood hazard area.

e) In order for an open space area to be counted towards the minimum 30 acre requirement for the East Tract (referenced above) and the minimum 20 acre requirement for the West Tract (referenced above), a given open space area must be (1) at least 10,000 square feet in size; and (2) have a minimum width of at least 40 feet.

f) The following amenities are required to be installed within the East Tract and may be installed in open space areas or common areas ("East Tract Required Amenities"):

i. A resident amenity area that includes a swimming pool, shade structure(s) totaling a minimum of 300 square feet, seating areas or a pool deck, and restroom facilities (the "East Amenity Area").

ii. At least one pocket park with a playground having a minimum of 40' x 29' use zone.

iii. At least three (3) of the following:

1. Sports court;
2. Fishing pier;
3. Event lawn;
4. Game lawn;
5. Fire Pit Amenity;
6. Outdoor Grilling Station;
7. Putting Green; or
8. Pavilion.

g) The following amenities are required to be installed within the West Tract and may be installed in open space areas or common areas ("West Tract Required Amenities", and together with the East Tract Required Amenities, the "Required Amenities"):

i. An Amenity Center or clubhouse including at a minimum a resident lounge area or social area, fitness center, and restrooms (the "West Amenity Center").

ii. A swimming pool with shade structure(s) totaling a minimum of 300 square feet and seating areas or a pool deck.

iii. At least three (3) of the following amenities ("Elective West Tract Amenities"):

1. Pavilion with Outdoor Grilling Station;
2. Bocce ball court;
3. Sports Court;
4. Shuffleboard court or table;
5. Fire Pit Amenity;
6. Putting Green;
7. Outdoor spa;
8. Game Lawn; or
9. Event Lawn.

h) An example of representative photographs of the Elective West Tract Amenities is included with **Exhibit H** ("Inspirational Images"). For the avoidance of doubt, the design of the amenities is conceptual in nature and the developer or property owner shall not be held to the design of an amenity as shown on **Exhibit H**. The Inspirational Images are meant to illustrate the types of amenities that will be provided, but the developer or property owner may use a different supplier, design and/or model for the amenities or improvements. Otherwise stated, the developer may make changes to the design and specifications of the Elective West Tract Amenities shown on **Exhibit H** so long as at least three (3) of the Elective West Tract Amenities are provided within the West Tract.

i) ~~h)~~ The location of any one or more of the Required Amenities may change during the final design process from what is shown on any exhibits attached hereto. Additional amenities may be provided in addition to the Required Amenities.

j) ~~i)~~ The Required Amenities may be completed in phases (corresponding with the respective phases of development as determined by the developer). The East Amenity Area shall be complete prior to issuance of a certificate of occupancy for the 138th single-family home within the East Tract. The West Amenity Center shall be complete prior to issuance of a certificate of occupancy for the 263rd single-family home within the West Tract. The remaining Required Amenities shall be completed prior to the issuance of the last certificate of occupancy in the phase in which the respective amenity is located within. Completion of the Required Amenities, or any one of them shall not be a condition to issuance of building permits or approval of plats or construction plans.

k) ~~j)~~ The open space, amenities and trails requirements in this section and Section 9 below shall be the exclusive open space, amenities and trails requirements that apply to the development of the property.

9. **Trails and Sidewalks**

i. A Hike and Bike Trail shall be provided generally as shown in yellow and labeled as the "Public Trail" on the Open Space and Trail Plan. By way of clarification, the Hike and Bike Trail referenced herein does not include any of the trails shown as "Public Trail Installed by Others" on the Open Space and Trail Plan. The Hike and Bike Trail shall be located within a twenty-foot (20') public trail easement or pedestrian access easement and may overlap with other Town easements as approved by the Town's Engineering Department. A dog waste station, bench, and trash receptacle will be provided at least every 500 feet along the Hike and Bike Trail. The Hike and Bike Trail is flexible and not strictly bound to the locations shown on the Open Space and Trail Plan. The Hike and Bike Trail may shift or otherwise be modified with the final engineering design so long as the trail complies with the requirements herein. The Hike and Bike Trail may be completed in phases and is required to be completed (and a public easement for such portion(s) of the trail dedicated) prior to the issuance of the last certificate of occupancy in the phase in which the respective portion(s) of the Hike and Bike Trail are located within or adjacent to. The developer or property owner may designate the phases of the development.

ii. Private trails are not required to be within a dedicated easement and may overlap with other Town easements.

iii. The developer or property owner may (1) provide one or more of the following along or at the entrance to private trails: trail heads, trail way stations, overlooks, butterfly gardens and/or other types of trail enhancements; and (2) reserve or restrict the use of such areas for residents, each in its discretion. Examples of these types of trail enhancements are included on the pages titled "Walking/ Fitness Trails" and "Nature Overlooks & Butterfly Gardens" in **Exhibit H**. For the avoidance of doubt, the design of any trail heads, trail way stations, overlooks or other trail enhancements is conceptual in nature and the developer or property owner shall not be held to the designs or types of such items as shown on **Exhibit H**. The Inspirational Images are meant to illustrate the types of trail enhancements that may be provided, but the developer or property owner may use a different design or type of enhancement or improvement(s).

iv. ~~iii.~~ Except as provided herein, sidewalks shall be a minimum of five feet (5') in width. Sidewalks along Parvin Road and Frontier Parkway shall be a minimum of six feet (6') in width.

10. **Miscellaneous**

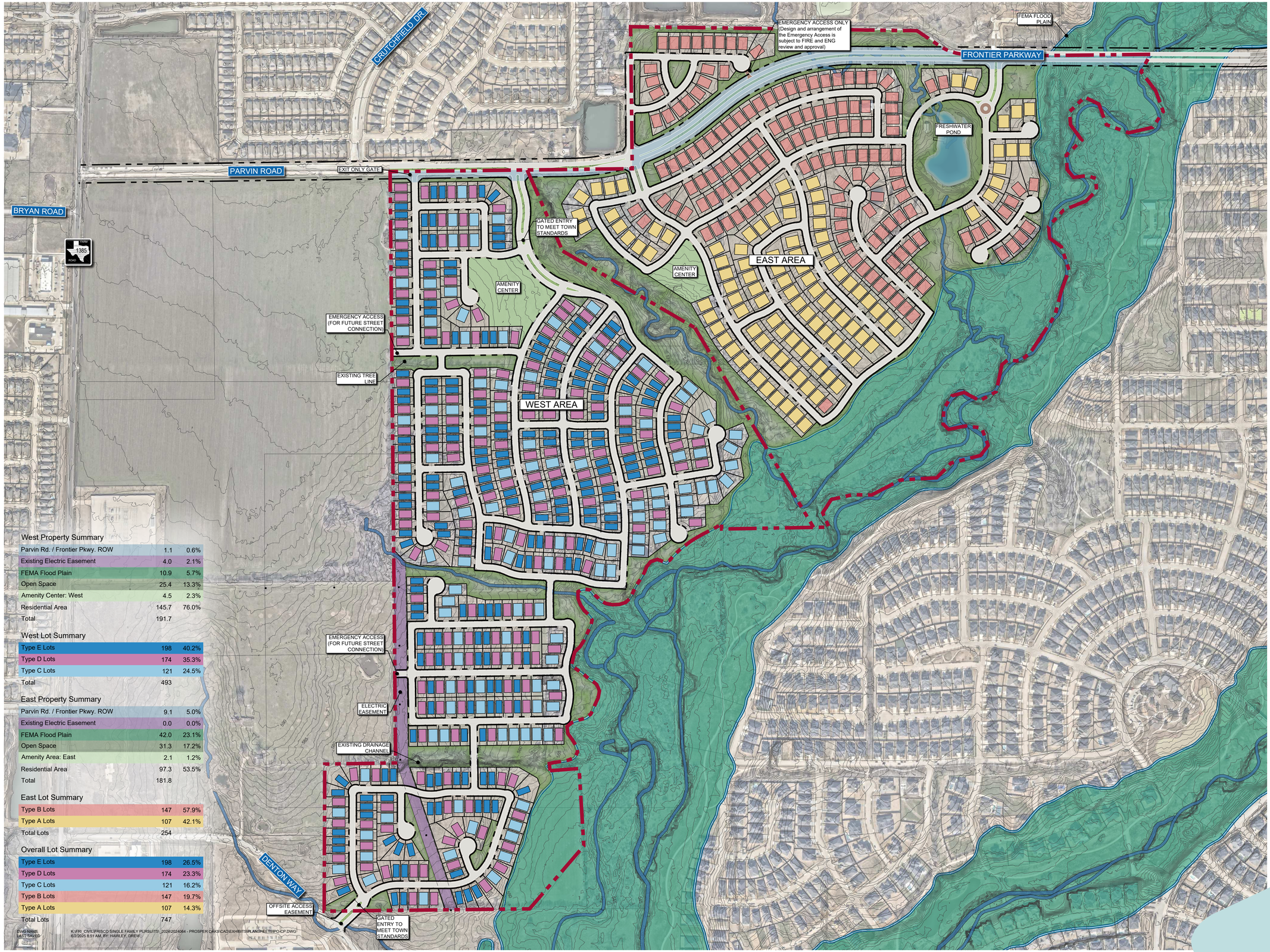
a) Building permits for model homes may be issued prior to the final acceptance of the proposed subdivision (or any portion thereof) or any public infrastructure for the subdivision, subject to the Town's Early Model Home Permit Policy; provided that two homes per lot type (i.e., two each of Lot Type A, Lot Type B, Lot Type C, Lot Type D and Lot Type E) may be permitted for model home purposes and such permits shall not be limited to two homes per builder.

b) Permits and a certificate of occupancy for a Sales Trailer may be issued prior to final acceptance of the proposed subdivision (or any portion thereof) or any public infrastructure for the subdivision; provided that all streets adjacent to the Sales Trailer have been completed and the water system and fire hydrants related thereto have been completed and are functional. "Sales Trailer" means a mobile structure used to accommodate temporary offices for the purposes of meeting with the general public during construction projects.

c) Plans for design and construction of any amenities, including without limitation any of the Required Amenities may be submitted and reviewed/approved by the Town while public infrastructure for the subdivision is being constructed (i.e., such plans may be submitted and approved prior to acceptance of public infrastructure or recording of a final plat). If such plans are submitted, once submitted, the City will review and approve such plans within 45 days of submittal. Once any amenity plans are approved and sufficient roads and water facilities have been provided within the subdivision to provide fire access and fire fighting capability to the area where the applicable amenity or amenities will be constructed, the Town will issue a permit that will allow the applicant to begin construction of any such amenities (i.e., construction of such amenities may begin

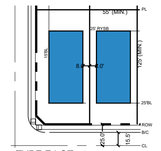
prior to acceptance of all public infrastructure for the subdivision or recording of a final plat).

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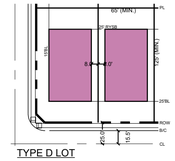


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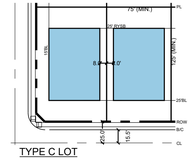
WEST AREA



TYPE E LOT

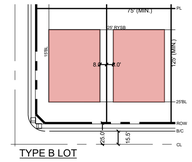


TYPE D LOT

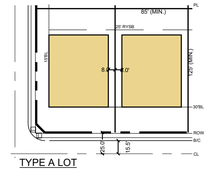


TYPE C LOT

EAST AREA



TYPE B LOT



TYPE A LOT

West Property Summary		
Parvin Rd. / Frontier Pkwy. ROW	1.1	0.6%
Existing Electric Easement	4.0	2.1%
FEMA Flood Plain	10.9	5.7%
Open Space	25.4	13.3%
Amenity Center: West	4.5	2.3%
Residential Area	145.7	76.0%
Total	191.7	

West Lot Summary		
Type E Lots	198	40.2%
Type D Lots	174	35.3%
Type C Lots	121	24.5%
Total	493	

East Property Summary		
Parvin Rd. / Frontier Pkwy. ROW	9.1	5.0%
Existing Electric Easement	0.0	0.0%
FEMA Flood Plain	42.0	23.1%
Open Space	31.3	17.2%
Amenity Area: East	2.1	1.2%
Residential Area	97.3	53.5%
Total	181.8	

East Lot Summary		
Type B Lots	147	57.9%
Type A Lots	107	42.1%
Total Lots	254	

Overall Lot Summary		
Type E Lots	198	26.5%
Type D Lots	174	23.3%
Type C Lots	121	16.2%
Type B Lots	147	19.7%
Type A Lots	107	14.3%
Total Lots	747	

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LAST SAVED:
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6/2/2025 8:51 AM, BY: HAWLEY, DREW

CONCEPT PLAN

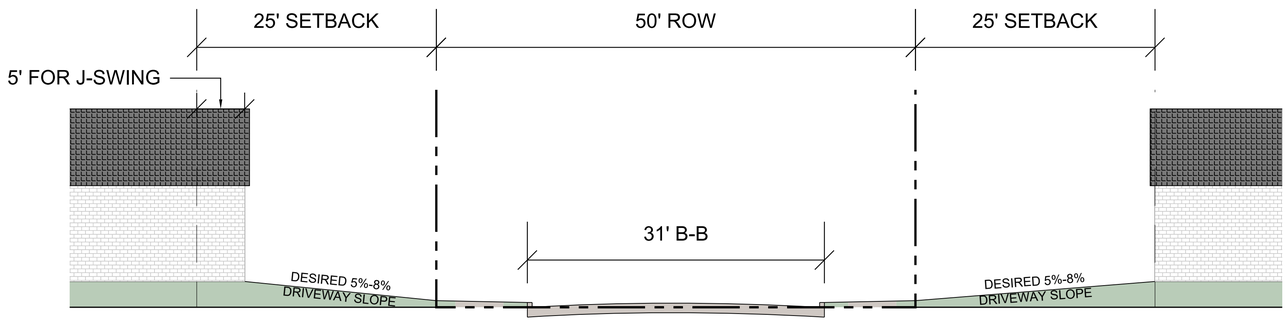
Prosper Oaks

Prosper, Texas

Kimley»Horn
400 North Oklahoma Drive, Suite 105
Celina, TX 75009
P 469-501-2200
State of Texas Registration No. F-928

June 2025





SECTION A-A

NOTE:
1. FOOTPRINTS ARE CONCEPTUAL AND MAY BE REVISED BEFORE PERMITS ARE APPLIED FOR.

Exhibit D-1

Prosper Oaks

Prosper, Texas

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
P 972-335-3580
State of Texas Registration No. F-928

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Exhibit E: Development Schedule
ZONE-24-0022
Prosper Oaks

Development Schedule

It is anticipated the development of Prosper Oaks will begin within one to two years after approval and signing of this Planned Development zoning ordinance. Immediately following the zoning process, a preliminary plat and development agreement shall be prepared and submitted for Town review and approval. Overall, the development schedule for the approximate 373.5 acres will be phased over the next five to eight years and is primarily dependent on the marketability of the market rate and age qualified products.

The development schedule is subject to change due to various factors beyond the control of the developer, such as housing market conditions, construction materials and labor availability, acts of nature, and other similar conditions.



TUDOR



TRANSITIONAL



HIGH PLAINS



MODERN FARMHOUSE

Exhibit F – Architectural Styles (ZONE-24-0022)



CLASSIC



CHATEAU



MEDITERRANEAN



HILL COUNTRY

Exhibit F – Architectural Styles (ZONE-24-0022)



SPANISH



MISSION

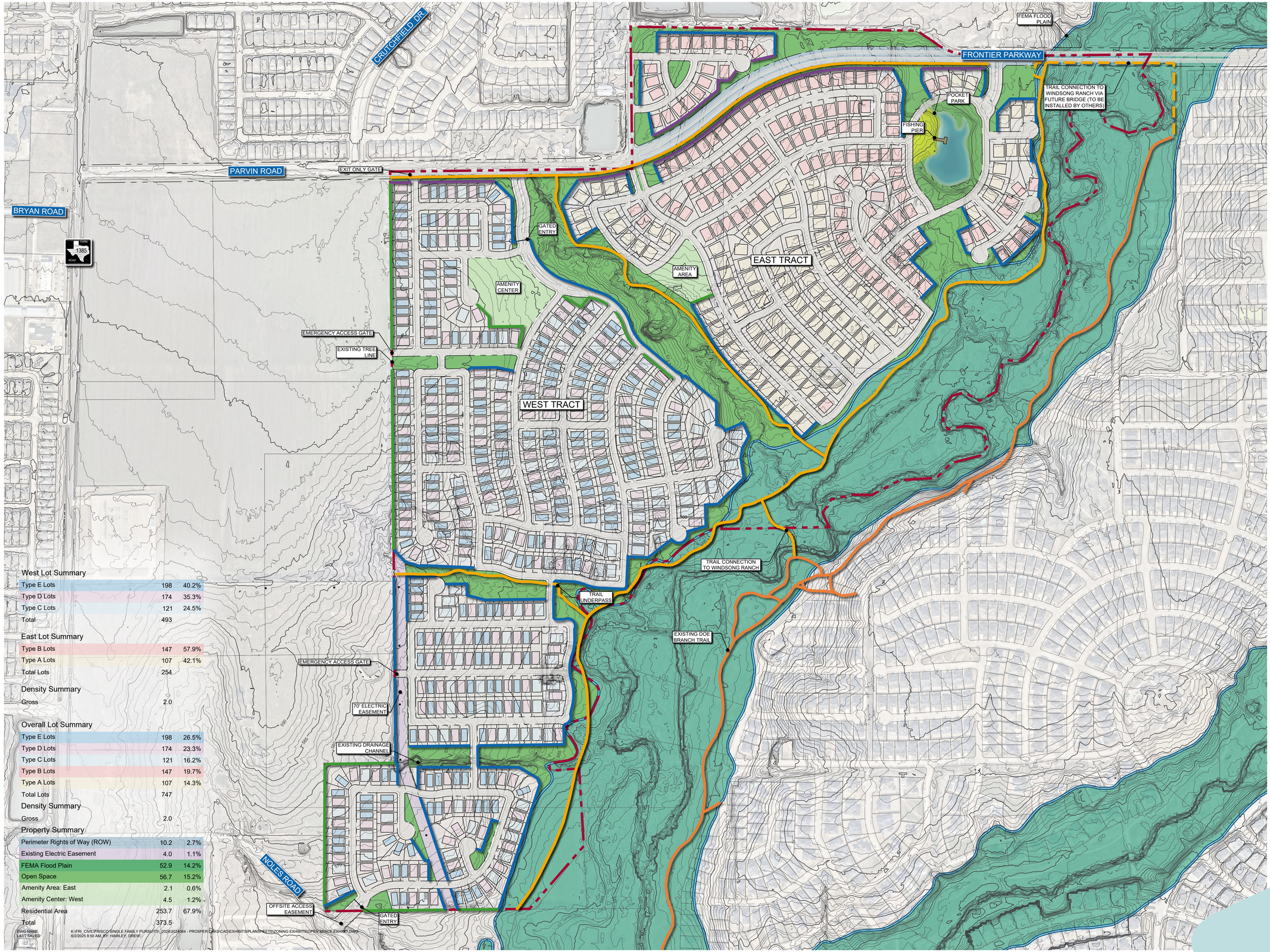


TRADITIONAL



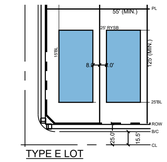
CRAFTSMAN

Exhibit F – Architectural Styles (ZONE-24-0022)

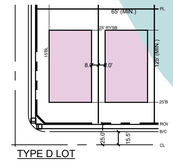


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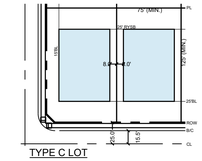
WEST TRACT



TYPE E LOT

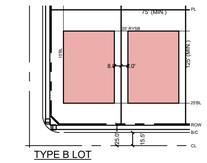


TYPE D LOT

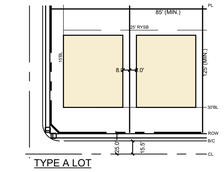


TYPE C LOT

EAST TRACT



TYPE B LOT



TYPE A LOT

TRAIL LEGEND

PUBLIC TRAIL	
PUBLIC TRAIL INSTALLED BY OTHERS	
EXISTING TRAIL	

FENCE LEGEND

MINIMUM 50% OPEN FENCING	
DECORATIVE METAL FENCE	
BOARD-ON-BOARD WOOD FENCE	

West Lot Summary

Type E Lots	198	40.2%
Type D Lots	174	35.3%
Type C Lots	121	24.5%
Total	493	

East Lot Summary

Type B Lots	147	57.9%
Type A Lots	107	42.1%
Total Lots	254	

Density Summary

Gross	2.0

Overall Lot Summary

Type E Lots	198	26.5%
Type D Lots	174	23.3%
Type C Lots	121	16.2%
Type B Lots	147	19.7%
Type A Lots	107	14.3%
Total Lots	747	

Density Summary

Gross	2.0

Property Summary

Perimeter Rights of Way (ROW)	10.2	2.7%
Existing Electric Easement	4.0	1.1%
FEMA Flood Plain	52.9	14.2%
Open Space	56.7	15.2%
Amenity Area: East	2.1	0.6%
Amenity Center: West	4.5	1.2%
Residential Area	253.7	67.9%
Total	373.5	

NOTES:
1. THIS PLAN IS CONCEPTUAL IN NATURE AND MAY HAVE BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
2. FLOOD PLAIN SHOWN IS SUBJECT TO CHANGE BASED ON A MORE DETAILED FULLY DEVELOPED FLOOD STUDY ANALYSIS.
3. AERIAL IMAGE BY NEARMAP, COPYRIGHT 2025.
4. TRAIL ALIGNMENTS ARE CONCEPTUAL. FINAL ALIGNMENTS TO BE DETERMINED AT TIME OF FINAL CONSTRUCTION PLANS.
5. SIDEWALK CONNECTIONS TO THE TRAIL WITHIN THE AGE QUALIFIED SECTION SHALL BE GATED.

EXHIBIT G: LANDSCAPE, OPEN SPACE & TRAIL PLAN
ZONE-24-0022

Prosper Oaks

Prosper, Texas

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
P 972-335-3580
State of Texas Registration No. F-928

June 2025

DWG NAME:
LAST SAVED:
K:\FRI_CIVIL\FRISCO\SINGLE FAMILY PURSUITS_2024\202404 - PROSPER OAKS\CAD\EXHIBITS\PLANSHEETS\ZONING EXHIBITS\OPEN SPACE EXHIBIT.DWG
6/2/2025 8:50 AM, BY: HAWLEY, DREW





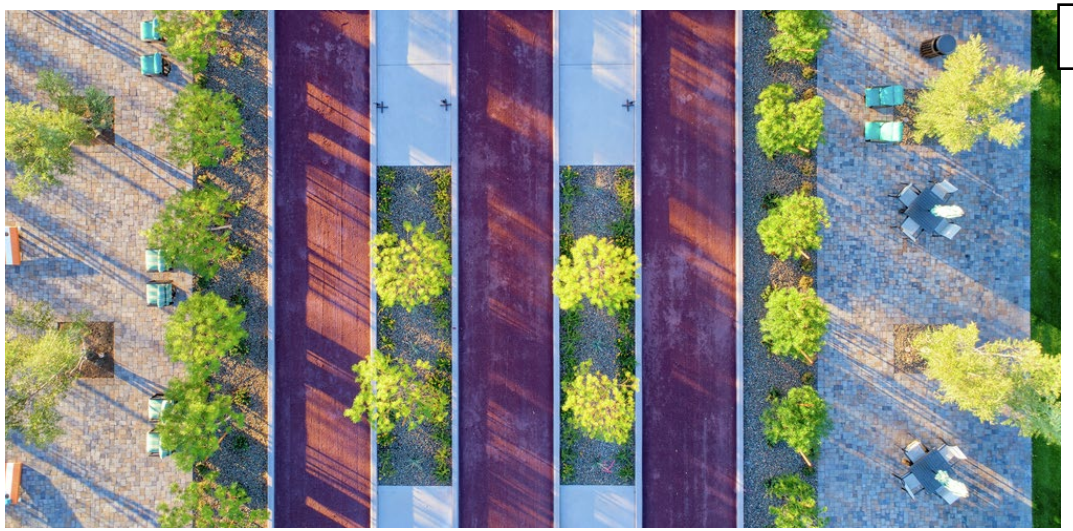




Pavilions

Exhibit H – Inspirational Images (ZONE-24-0022)



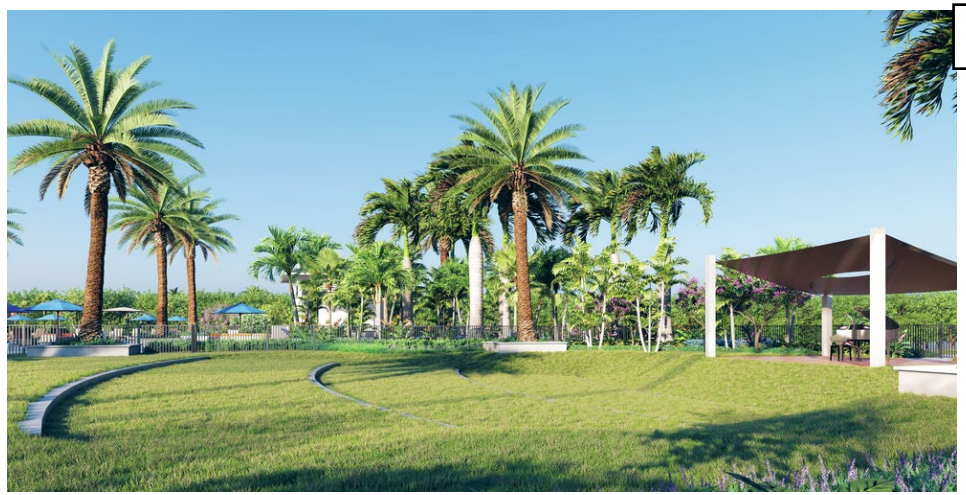






Bocce

Exhibit H – Inspirational Images (ZONE-24-0022)







Event Lawn

Exhibit H – Inspirational Images (ZONE-24-0022)



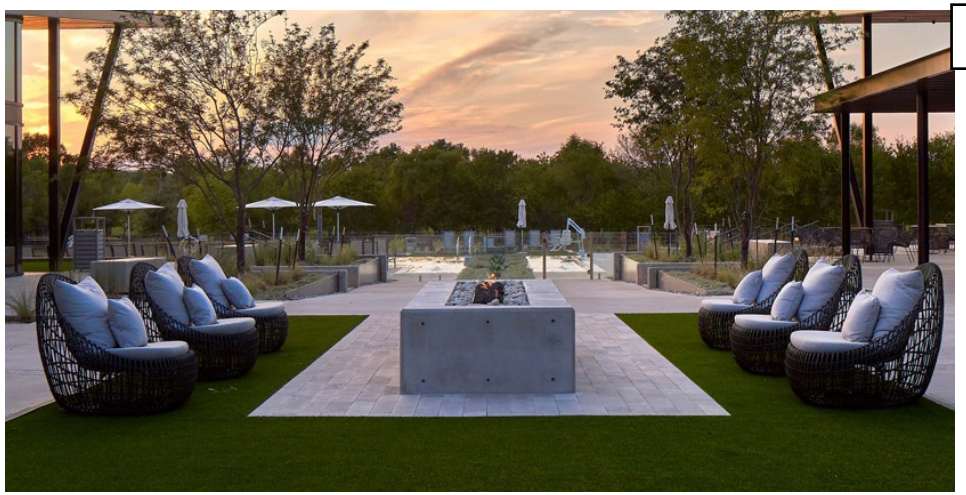




Game Lawn

Exhibit H – Inspirational Images (ZONE-24-0022)



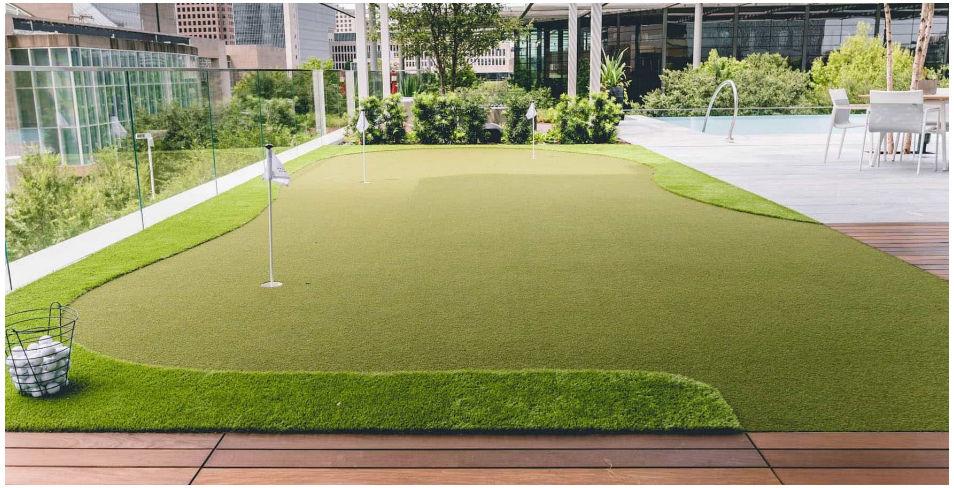


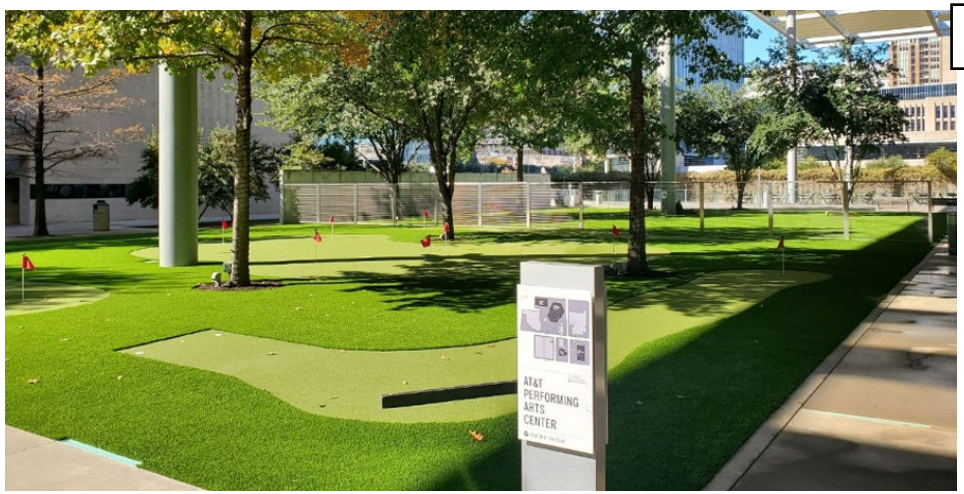




Fire Pit Amenity

Exhibit H – Inspirational Images (ZONE-24-0022)



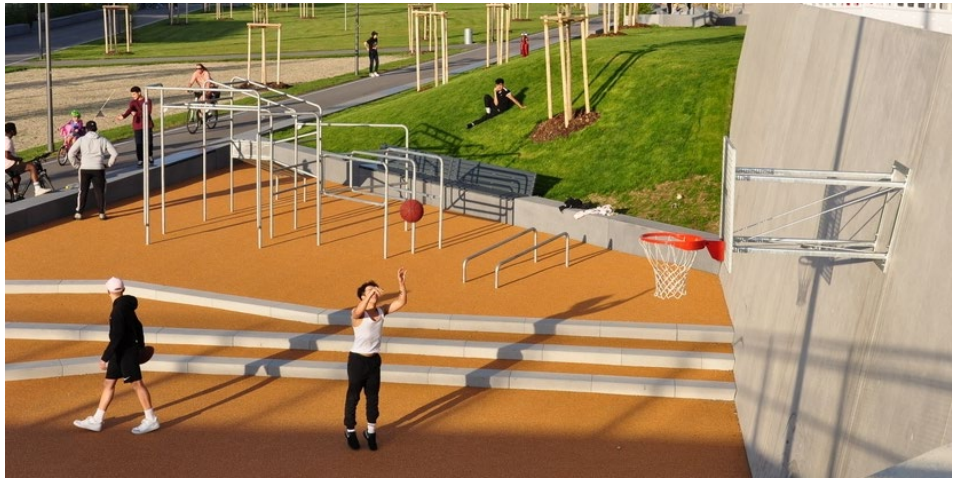






Putting Green

Exhibit H – Inspirational Images (ZONE-24-0022)









Sports Court

Exhibit H – Inspirational Images (ZONE-24-0022)









Outdoor Spa

Exhibit H – Inspirational Images (ZONE-24-0022)









Shuffleboard

Exhibit H – Inspirational Images (ZONE-24-0022)









Walking / Fitness Trails

Exhibit H – Inspirational Images (ZONE-24-0022)









Nature Overlooks & Butterfly Gardens

Exhibit H – Inspirational Images (ZONE-24-0022)









Food Truck Stations

Exhibit H – Inspirational Images (ZONE-24-0022)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), Prosper Oaks LP, a Texas limited partnership ("Owner A"), Mark Carey and Cathi Carey ("Owner B") and Sammie J. Carey ("Owner C") to be effective on the latest date executed by a Party (the "Effective Date"). Owner A, Owner B and Owner C are each referred to herein as an "Owner" and collectively as the "Owners"). Each Owner and the Town are referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, the Town is a home-rule municipal corporation, located in Collin County and Denton County, Texas, organized and existing under the laws of the State of Texas; and

WHEREAS, Owner A owns certain real property more particularly described and depicted on **Exhibit A-1** attached hereto and incorporated herein by reference for all purposes; and

WHEREAS, Owner B owns certain real property more particularly described and depicted on **Exhibit A-2** attached hereto and incorporated herein by reference for all purposes; and

WHEREAS, Owner C owns certain real property more particularly described and depicted on **Exhibit A-3** attached hereto and incorporated herein by reference for all purposes; and

WHEREAS, the entirety of the property subject to this Agreement is more particularly described and depicted on **Exhibit A** attached hereto and incorporated herein by reference for all purposes (the "Property"); and

WHEREAS, the Owners are planning to develop or cause the development of one or more projects on the Property, more commonly known as the Prosper Oaks development, which development has previously been approved by the Town or will be approved by the Town substantially concurrent with this Agreement; and

WHEREAS, the Property was rezoned by the Town Council as PD-___ pursuant to Ordinance No. _____ approved by the Town Council on _____ ____, 2025 (as amended, the "PD Ordinance"); and

WHEREAS, certain requirements of applicable law enumerated in Chapter 3000 of the Texas Government Code ("Chapter 3000") call into question the applicability of certain provisions of the PD Ordinance with respect to building materials and aesthetic methods; and

WHEREAS, the Parties desire to clarify the applicability of certain terms of the PD Ordinance in order for there to be assurance in the development requirements for the

Property, incorporate agreed upon development standards for building materials and aesthetic methods for residential development of the Property, and recognize Owners' reasonable investment-backed expectations in the development of the Property, as more fully described herein.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

1. Development Standards.

A. Notwithstanding Chapter 3000, the Parties may agree to building materials requirements for the Property pursuant to this Agreement. Therefore, the Parties agree that any residential structure built on the Property following the Effective Date will comply with the requirements contained in **Exhibit B**, "Building Materials and Architectural Regulations," attached hereto and incorporated herein, notwithstanding any conflicting provision of Chapter 3000. The Parties agree and acknowledge that the provisions of this Paragraph 1.A. shall apply to any residential structure constructed subsequent to the Effective Date. The requirements in **Exhibit B** are the only building materials and aesthetic methods required by the Town for development of the Property. No other building materials, aesthetic methods or architectural requirements shall apply for the development of the Property; therefore, by way of clarification, other building materials and aesthetic methods requirements, including without limitation the provisions contained on **Exhibit C**, do not apply to development of the Property.

B. The Town agrees and confirms that the Property is not a place or area designated by the Town for its historical, cultural, or architectural importance and significance as set forth in Section 3000.002(d) of the Texas Government Code.

2. Weed-Free Landscape Areas. Each Owner agrees to maintain its respective portion of the Property, or establish one or more homeowners association(s) to maintain, all common areas of the Property, excluding floodplain areas, free of weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter, as defined in Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended. Failure to comply with the terms of this Paragraph relative to weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter may result in the Town taking action pursuant to and in accordance with the Town's Code of Ordinances and applicable law.

3. Covenant Running with the Land. The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Owners and their heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the

Property or any portion thereof hereafter made by any other owners of the Property, regardless of whether this Agreement is expressly referenced therein.

4. Applicability of Town Ordinances. The Property shall otherwise be developed and all structures shall otherwise be constructed in accordance with all applicable Town ordinances and building/construction codes.

5. Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If a Party is in default under this Agreement, a non-defaulting Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages.

6. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Collin County, Texas.

7. Notice. Any notices required or permitted to be given hereunder (each, a "Notice"), shall be given in writing and may be served (i) by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; (ii) by electronic mail; (iii) by delivering the same in person to such party via hand-delivery service that provides a return receipt showing the actual date of delivery of the same to the addressee; or (iv) any overnight courier service such as FedEx that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance with (ii) herewith shall be effective upon receipt at the address of the addressee if received by 5:00 pm CT, otherwise notice shall be effective on the next business day. Notice given in accordance with (iii) and (iv) herewith shall be effective upon receipt at the address of the addressee. Notice given in accordance with (i) herewith shall be effective within three (3) business days of deposit. For purposes of this Agreement, "business day" shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Texas. All other references to "days" under this Agreement shall mean calendar days.

For purposes of notification, the addresses of the Parties shall be as follows:

If to the Town: The Town of Prosper
250 W. First Street
P.O. Box 307

Prosper, Texas 75078
Attention: Town Manager
Email:_____

If to Owner A: Prosper Oaks LP
826 Mango Court
Coppell, TX 75019-4764
Attn: Vijay Borra
Email: vijay@dfwland.com

If to Owner B: Mark and Cathi Carey
PO Box 433
Prosper, TX 75078-0433
Email: mccarey2020@gmail.com

If to Owner C: Sammie Carey
401 Navajo Trail
Gainesville, TX 76240-9425
Email: mccarey2020@gmail.com

Any party may change its address by written notice in accordance with this section.

8. **Prevailing Party**. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

9. **Entire Agreement**. This Agreement contains the entire agreement between the Parties hereto with respect to development of the Property and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

10. **Savings/Severability**. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

11. **Binding Agreement**. A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each Party to the terms herein, including without limitation a scanned copy sent via electronic mail by either Party.

12. Authority to Execute. This Agreement shall become a binding obligation on the Parties upon execution by all Parties hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Each Owner warrants and represents that the individual(s) executing this Agreement on behalf of such Owner, as applicable, has full authority to execute this Agreement and bind such Owner to the same. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.

13. Filing in Deed Records. This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Collin County, Texas.

14. Mediation. The Parties shall attempt in good faith to resolve any disagreement or conflict concerning this Agreement, including but not limited to any disagreement or conflict concerning the interpretation of this Agreement. Any Party may initiate negotiations to resolve such a disagreement or conflict by providing written Notice to the other Parties (the "Initial Notice"), setting forth the subject of the conflict and the proposed solution. In the event such disagreement cannot be resolved by the Parties hereto within sixty (60) days of the receiving Party's or Parties' receipt of the Initial Notice, the Parties agree to submit such disagreement to nonbinding mediation before a single mediator mutually agreed upon by the Parties who has had at least ten (10) years' relevant experience in the commercial real estate industry. If within fifteen (15) days after the date of mediation, the Parties have not reached agreement on resolution of the conflict or disagreement, then any Party may (but shall not be obligated to) commence an action in accordance with the requirements of Section 6 herein.

15. Assignment. Each Owner has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of such Owner under this Agreement, to (i) any person or entity that is or will become an owner of all or any portion of the Property; (ii) a homeowners association or property owners association for all or a portion of the Property; or (iii) any entity that is controlled by or under common control with any Owner (each such person or entity, an "Assignee"). Each assignment shall be in writing executed by one or more Owner(s), as applicable, and the Assignee(s) and shall obligate the Assignee(s) to be bound by this Agreement to the extent of any rights so assigned. A copy of each assignment shall be provided to the Town. Provided that an Assignee assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property (or portion thereof) that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by an Owner shall release such Owner from any liability that resulted from an act or omission by such Owner that occurred prior to the effective date of the assignment. Each Owner shall maintain true and correct copies of all such assignments by such Owner, including a copy of each executed assignment and the Assignee's Notice information.

16. Sovereign Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the Town irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability), if any, to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the Town may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement. Except as provided herein, the Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

17. Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; strike; inclement weather; shortages or unavailability of labor, supplies, or materials; incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or other causes affecting the area in which the Property is located; utility failures or delays; or other circumstances that are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance requirement and any applicable completion deadline shall be extended for a period of time equal to the period such Party was delayed.

18. Estoppel. Any Party shall, at any time upon reasonable request by any other Party, provide an estoppel certificate or similar document evidencing that this Agreement is in full force and effect, that no event of default exists hereunder (or, if appropriate, specifying the nature and duration of any existing default and the steps required to cure the same), and/or any other improvements or obligations set forth in this Agreement.

19. Effect of Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

20. **Consideration**. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

21. **Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

22. **Amendment**. This Agreement shall not be modified or amended except in writing signed by all Parties.

23. **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

24. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

25. **Condition Precedent to Agreement**. The Parties enter into this Agreement expressly conditioned in reliance upon the Town's consideration and approval of a rezoning for the Property per the PD Ordinance consistent with this Agreement, **Exhibit B** and the zoning application previously submitted to the Town which rezoning and approval of the PD Ordinance shall occur in accordance with all requirements of applicable law prior to September 1, 2025 or this Agreement shall be null and void.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the date referenced herein.

TOWN:

THE TOWN OF PROSPER, TEXAS

By: _____
Name: James W. Childers
Title: Town Manager, Town of Prosper

Date: _____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____, 2025, by James W. Childers, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

_____
Notary Public, State of Texas
My Commission Expires: _____

OWNER A:

Prosper Oaks LP,
a Texas limited partnership

By: Prosper Oaks GP LLC,
a Texas limited liability company,
its General Partner

By: _____
Vijay K. Borra, Manager

Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 2025 by Vijay K. Borra, the Manager of Prosper Oaks GP LLC, a Texas limited liability company, the General Partner of Prosper Oaks LP, a Texas limited partnership, on behalf of said entities.

Given under my hand and seal of office this _____ day of _____, 2025.

_____
Notary public in and for the State of Texas
My commission expires: _____

OWNER B:

Mark Carey,

an individual

By: _____

Name: Mark Carey

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by Mark Carey, an individual for the purposes therein stated and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

_____

Notary Public, State of Texas

My Commission Expires:_____

Cathi Carey,

an individual

By: _____

Name: Cathi Carey

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by Cathi Carey, an individual for the purposes therein stated and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

_____

Notary Public, State of Texas

My Commission Expires:_____

OWNER C:

Sammie J. Carey,

an individual

By: _____

Name: Sammie J. Carey

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by Sammie J. Carey, an individual for the purposes therein stated and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

_____

Notary Public, State of Texas

My Commission Expires:_____

EXHIBIT A

Property Description and Depiction

(see attached)

ZONE-24-0022

BEING a tract of land situated in the L. Rue Survey, Abstract No. 1110, the H. Rue Survey Abstract No. 1111, the B. Rue Survey, Abstract No. 1113, the P.R. Rue Survey, Abstract No. 1555, the C. Jackson Survey, Abstract No. 1546, the F. Wilkerson Survey, Abstract No. 1411, the J. Morton Survey, Abstract No. 793, and the J. Teeter Survey, Abstract 1262, Denton County, Texas and being all of a called 189.695-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-120739, Official Records, Denton County, Texas, and all of a called 155.903-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-187834, said Official Records, and all of a called 5.00-acre tract of land, described in a deed to Jo Lynn Carey Ninemire & Laura Jean Carey Varner, recorded in Instrument No. 2014-16824 said Official Records, and all of a called 5.3266-acre tract of land, described in a deed to Mark and Cathi Carey, recorded in Instrument No. 2007-985, said Official Records, and all of a called 17.070 acre tract of land described in a deed to Prosper Oaks LP, described in a deed to Prosper Oaks LP, recorded in Instrument No. 2024-93696, said Official Records, and being more particularly described as follows:

BEGINNING at a point in Parvin Road (a public road) for the northwest corner of said 189.695-acre tract and the northeast corner of a called 91.001-acre tract of land described in a deed to Jaianjaneya Real Estate Services LLC, recorded in Instrument No. 2022-120979, said Official Records, also being on the south line of Sutton Fields Phase 4A, recorded in Instrument No, 2023-294, Plat Records, Denton County, Texas;

THENCE North 89°18'40" East, along the northerly line of said 189.695-acre tract, a distance of 1,610.38 feet to the southeast corner of said Sutton Fields Phase 4A, same being the westernmost southwest corner of said 155.903-acre tract;

THENCE North 00°40'48" West, departing said northerly line, and along the westerly line of said 189.695-acre tract, and the easterly line of said Sutton Fields Phase 4A, a distance of 944.35 feet to the northwest corner of said 155.903-acre tract, common to the southwest corner of Sutton Fields Phase 3D, recorded in Instrument No. 2022-44, said Plat Records;

THENCE South 89°11'33" East, departing the easterly line of said Sutton Fields Phase 4A, and along the northerly line of said 155.903-acre tract, said 5.00-acre tract, said 5.3266-acre tract, and the southerly line of said Sutton Fields Phase 3D, and a called 109.926-acre tract of land described in a deed to Sutton Fields East, LLC, recorded in Instrument No. 2021-192973, said Official Records, a distance of 1,904.79 feet to the northernmost northeast corner of said 5.3266-acre tract;

THENCE South 56°24'33" East, continuing along the northerly line of said 5.3266-acre tract and the southerly line of said 109.926-acre tract, a distance of 142.06 feet to the northeast corner said 5.3266-acre tract, common to a northwest corner of said 155.903-acre tract, and at the beginning of a non-tangent curve to the left with a radius of 368.27 feet, a central angle of 37°21'13", and a chord bearing and distance of South 70°07'56" East, 235.86 feet;

THENCE in an easterly direction, along the northerly line of said 155.903-acre tract, and continuing along the southerly line of said 109.926-acre tract, with said non-tangent curve to the left, an arc distance of 240.09 feet to a point for corner;

THENCE South 89°17'04" East, continuing along said northerly line, and the southerly line of said 109.926-acre tract, a distance of 505.81 feet to a point for corner being the southeast corner of said 109.926-acre tract, common to the southwest corner of a called 101.60-acre tract of land described in a deed to MM Celina Parvin 101, LLC, recorded in Instrument No. 2023-32350, said Official Records;

THENCE North 89°21'20" East, continuing along said northerly line, and along the southerly line of said 101.60-acre tract, a distance of 707.09 feet to the northeast corner of said 155.903-acre tract, common to the northernmost northwest corner of a called 48.323-acre tract of land described in a deed to VP Windsong Investments LLC, recorded In Instrument No. 2021-74160, said Official Records;

THENCE departing the southerly line of said 101.60-acre tract, and along the easterly line of said 155.903-acre tract and the west line of said 48.323-acre tract, Windsong Ranch Phase 6D, recorded in Instrument No. 2023-390, said Plat Records, Windsong Ranch Phase 7D&7H, recorded in Instrument No. 2022-232, said Plat Records, the following courses and distances:

South 28°30'00" West, a distance of 131.49 feet to a point for corner;

South 37°30'00" East, a distance of 160.31 feet to a point for corner;

South 20°00'00" East, a distance of 146.57 feet to a point for corner;

South 33°30'00" West, a distance of 125.24 feet to a point for corner;

South 77°00'00" West, a distance of 163.96 feet to a point for corner;

North 70°00'00" West, a distance of 159.08 feet to a point for corner;

North 20°00'00" West, a distance of 145.13 feet to a point for corner;

North 64°00'00" West, a distance of 105.82 feet to a point for corner;

South 46°00'00" West, a distance of 137.91 feet to a point for corner;

South 03°30'00" East, a distance of 88.33 feet to a point for corner;

South 36°30'00" East, a distance of 126.60 feet to a point for corner;

South 46°00'00" West, a distance of 143.43 feet to a point for corner;

South 03°30'00" East, a distance of 96.44 feet to a point for corner;

South 39°30'00" East, a distance of 67.58 feet to a point for corner;

North 82°30'00" East, a distance of 89.32 feet to a point for corner;

South 73°30'00" East, a distance of 61.35 feet to a point for corner;

South 03°30'00" East, a distance of 80.35 feet to a point for corner;

South 44°30'00" West, a distance of 98.69 feet to a point for corner;

South 68°00'00" West, a distance of 162.38 feet to a point for corner;

South 42°30'00" West, a distance of 146.51 feet to a point for corner;

South 05°30'00" East, a distance of 79.52 feet to a point for corner;

South 53°30'00" East, a distance of 96.87 feet to a point for corner;

South 18°00'00" East, a distance of 161.60 feet to a point for corner;

South 20°00'00" West, a distance of 148.19 feet to a point for corner;

South 15°00'00" West, a distance of 172.18 feet to a point for corner;

South 33°30'00" West, a distance of 286.52 feet to a point for corner;

South 49°00'00" West, a distance of 92.68 feet to a point for corner;

North 86°30'00" West, a distance of 86.67 feet to a point for corner;

South 51°00'00" West, a distance of 46.11 feet to a point for corner;

South 12°00'00" West, a distance of 183.60 feet to a point for corner;

South 61°00'00" West, a distance of 125.65 feet to a point for corner;

North 62°00'00" West, a distance of 117.81 feet to a point for corner;

South 74°30'00" West, a distance of 83.62 feet to a point for corner;

South 32°30'00" West, a distance of 99.40 feet to a point for corner;

South 03°00'00" West, a distance of 103.89 feet to a point for corner;

South 46°00'00" East, a distance of 51.34 feet to a point for corner;

North 78°30'00" East, a distance of 112.64 feet to a point for corner;

South 83°30'00" East, a distance of 109.64 feet to a point for corner;

South 20°30'00" East, a distance of 123.94 feet to a point for corner;

South 37°00'00" West, a distance of 84.31 feet to a point for corner;

South 75°30'00" West, a distance of 201.74 feet to a point for corner;

South 44°30'00" West, a distance of 137.72 feet to a point for corner;

South 86°30'00" West, a distance of 242.05 feet to a point for corner;

South 62°30'00" West, a distance of 215.47 feet to a point for corner;

North 89°00'00" West, a distance of 124.44 feet to a point for corner;

South 77°30'00" West, a distance of 146.53 feet to a point for corner;

South 33°00'00" West, a distance of 105.98 feet to a point for corner;

South 23°30'00" East, a distance of 103.84 feet to the southeast corner of said 155.903 acre tract, being on the northerly line of called Tract 2, described in a deed to VP Windsong Operations LLC, recorded in Instrument No. 2018-142926, said Official Records;

THENCE South 88°59'25" West, departing the westerly line of said Windsong Ranch Phase 7D&7H, along the southerly line of said 155.903 acre tract and the northerly line of said Tract 2, a distance of 713.54 feet to the southerly southwest corner of said 155.903 acre tract, common to an ell corner of said Tract 2;

THENCE North 00°10'32" East, along the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, a distance of 40.89 feet to the northernmost southeast corner of aforesaid 17.070 acre tract;

THENCE departing the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, and along the easterly line of said 17.070 acre tract, the following courses and distances:

South 41°38'35" West, a distance of 25.32 feet to a point for corner;

South 62°23'05" West, a distance of 74.71 feet to a point for corner;

South 63°16'45" West, a distance of 46.88 feet to a point for corner;

South 60°27'45" West, a distance of 36.25 feet to a point for corner;

South 59°53'36" West, a distance of 29.79 feet to a point for corner;

South 56°31'38" West, a distance of 28.94 feet to a point for corner;

South 53°35'52" West, a distance of 60.89 feet to a point for corner;

South 50°17'17" West, a distance of 31.83 feet to a point for corner;

South 46°18'44" West, a distance of 31.30 feet to a point for corner;

South 44°23'42" West, a distance of 33.07 feet to a point for corner;

South 40°37'21" West, a distance of 32.29 feet to a point for corner;

South 78°39'41" West, a distance of 42.01 feet to a point for corner;

North 68°40'25" West, a distance of 41.63 feet to a point for corner;

South 71°30'37" West, a distance of 47.59 feet to a point for corner;

South 39°09'08" West, a distance of 42.46 feet to a point for corner;

South 21°43'06" West, a distance of 42.39 feet to a point for corner;

South 27°17'06" West, a distance of 36.07 feet to a point for corner;

South 35°37'35" West, a distance of 35.68 feet to a point for corner;

South 32°14'45" West, a distance of 37.49 feet to a point for corner;

South 25°12'34" West, a distance of 85.30 feet to a point for corner;

South 46°44'58" West, a distance of 42.18 feet to a point for corner;

South 71°49'34" West, a distance of 42.89 feet to a point for corner;

South 87°47'30" West, a distance of 47.42 feet to a point for corner;

North 78°42'49" West, a distance of 45.72 feet to a point for corner;

North 57°26'29" West, a distance of 44.71 feet to a point for corner;

North 47°21'25" West, a distance of 45.17 feet to a point for corner;

North 41°16'16" West, a distance of 44.92 feet to a point for corner;

North 79°16'06" West, a distance of 46.36 feet to a point for corner;

South 61°42'33" West, a distance of 42.39 feet to a point for corner;

South 00°00'00" East, a distance of 45.45 feet to a point for corner;

South 21°42'25" East, a distance of 44.11 feet to a point for corner;

South 33°01'59" East, a distance of 45.17 feet to a point for corner;

South 46°40'14" East, a distance of 44.26 feet to a point for corner;

South 31°27'25" East, a distance of 38.89 feet to a point for corner;

South 13°16'01" West, a distance of 44.03 feet to a point for corner;

South 26°26'57" West, a distance of 49.23 feet to a point for corner;

South 24°35'01" West, a distance of 57.69 feet to a point for corner;

South 32°19'20" West, a distance of 44.83 feet to a point for corner;

South 45°22'19" West, a distance of 49.31 feet to a point for corner;

South 15°05'05" West, a distance of 44.34 feet to a point for corner;

South 12°20'28" West, a distance of 47.05 feet to a point for corner;

South 51°32'13" East, a distance of 47.72 feet to a point for corner;

South 55°21'56" East, a distance of 46.41 feet to a point for corner;

South 49°57'16" East, a distance of 45.99 feet to a point for corner;

South 55°15'58" East, a distance of 45.45 feet to a point for corner;

South 49°03'19" East, a distance of 25.79 feet to a point for corner;

South 23°24'18" East, a distance of 45.63 feet to a point for corner;

South 10°19'41" West, a distance of 47.19 feet to a point for corner;

South 25°15'46" West, a distance of 48.85 feet to a point for corner;

South 21°39'53" West, a distance of 44.51 feet to a point for corner;

South 28°24'27" West, a distance of 26.50 feet to a point for corner;

South 55°15'28" West, a distance of 49.81 feet to a point for corner;

South 75°22'42" West, a distance of 44.43 feet to a point for corner;

South 69°07'57" West, a distance of 44.61 feet to a point for corner;

South 49°24'01" West, a distance of 41.71 feet to a point for corner;

South 06°59'05" East, a distance of 46.31 feet to a point for corner;

South 35°51'45" East, a distance of 46.30 feet to a point for corner;

South 32°06'53" East, a distance of 49.72 feet to a point for corner;

South 14°50'58" East, a distance of 44.18 feet to a point for corner;

South 28°25'20" West, a distance of 42.52 feet to a point for corner;

South 67°49'43" West, a distance of 46.70 feet to a point for corner;

South 79°32'39" West, a distance of 40.33 feet to a point for corner;

South 81°37'04" West, a distance of 49.99 feet to a point for corner;

South 78°01'30" West, a distance of 36.45 feet to a point for corner;

South 05°35'13" East, a distance of 47.57 feet to the southernmost southeast corner of said 17.070 acre tract, being on the westerly line of said Tract 2 and the easterly line of aforesaid 189.695 acre tract;

THENCE North 85°47'35" East, along the southerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 194.03 feet to an ell corner of said Tract 2, common to a northeast corner of said 189.695 acre tract;

THENCE South 03°27'59" East, continuing along the westerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 515.78 feet to the northerly southeast corner of said 189.695 acre tract, common to the north corner of a called 1.84-acre tract of land described in a certified copy of probate to Walter C. Fain, recorded in Document No. 2004-95008, said Official Records;

THENCE South 40°46'41" West, departing said westerly line, and along the northwesterly line of said 1.84-acre tract, same being the southeasterly line of said 189.695-acre tract, a distance of 552.51 feet to the southwest corner of said 1.84-acre tract, also being on the northerly line of a called 23.507 acre tract of land described as Tract 3 in a deed to Town of Prosper, as recorded in Instrument No. 2022-69025, said Official Records;

THENCE South 89°21'41" West, along the northerly line of said Tract 3, and said southerly line, a distance of 1,002.31 feet to the northwest corner of said Tract 3 and the easternmost

northeast corner of the Middle School #9 Addition, recorded in Instrument No. 2023-375, said Plat Records;

THENCE South 89°17'30" West, continuing along said southerly line, and along the northerly line of said Middle School #9 Addition, a distance of 363.42 feet to the southwest corner of said 189.695-acre tract, common to an ell corner of said Middle School #9 Addition;

THENCE along the westerly line of said 189.695-acre tract, and the easterly line of said Middle School addition, and a called Tract 1 and a called Tract 2, described in a deed to VEE Prosper Oaks, LLC, recorded in Instrument No. 2022-53773, said Official Records, and the aforesaid 91.001-acre tract, the following courses and distances:

North 00°13'22" East, a distance of 978.26 feet to an ell corner of said Tract 2, common to the southernmost northwest corner of said 189.695-acre tract;

North 89°01'33" East, a distance of 470.85 feet to an ell corner of said 189.695-acre tract;

North 00°28'00" West, a distance of 720.06 feet to the northeast corner of said Tract 2, common to the southeast corner of said Tract 1;

North 00°32'18" West, a distance of 486.36 feet to the northeast corner of said Tract 1, common to the southeast corner of said 91.001-acre tract;

North 00°32'33" West, a distance of 2,725.96 feet to the **POINT OF BEGINNING** and containing 16,270,126 square feet or 373.5107 acres of land, more or less.

The bearings for this exhibit are based on a bearing of N89°18'40"E for the north line of the called 189.695-tract according to the special warranty deed recorded in instrument number 2021-120739 of the Public Records of Denton County, Texas.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
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sylviana.gunawan@kimley-horn.com



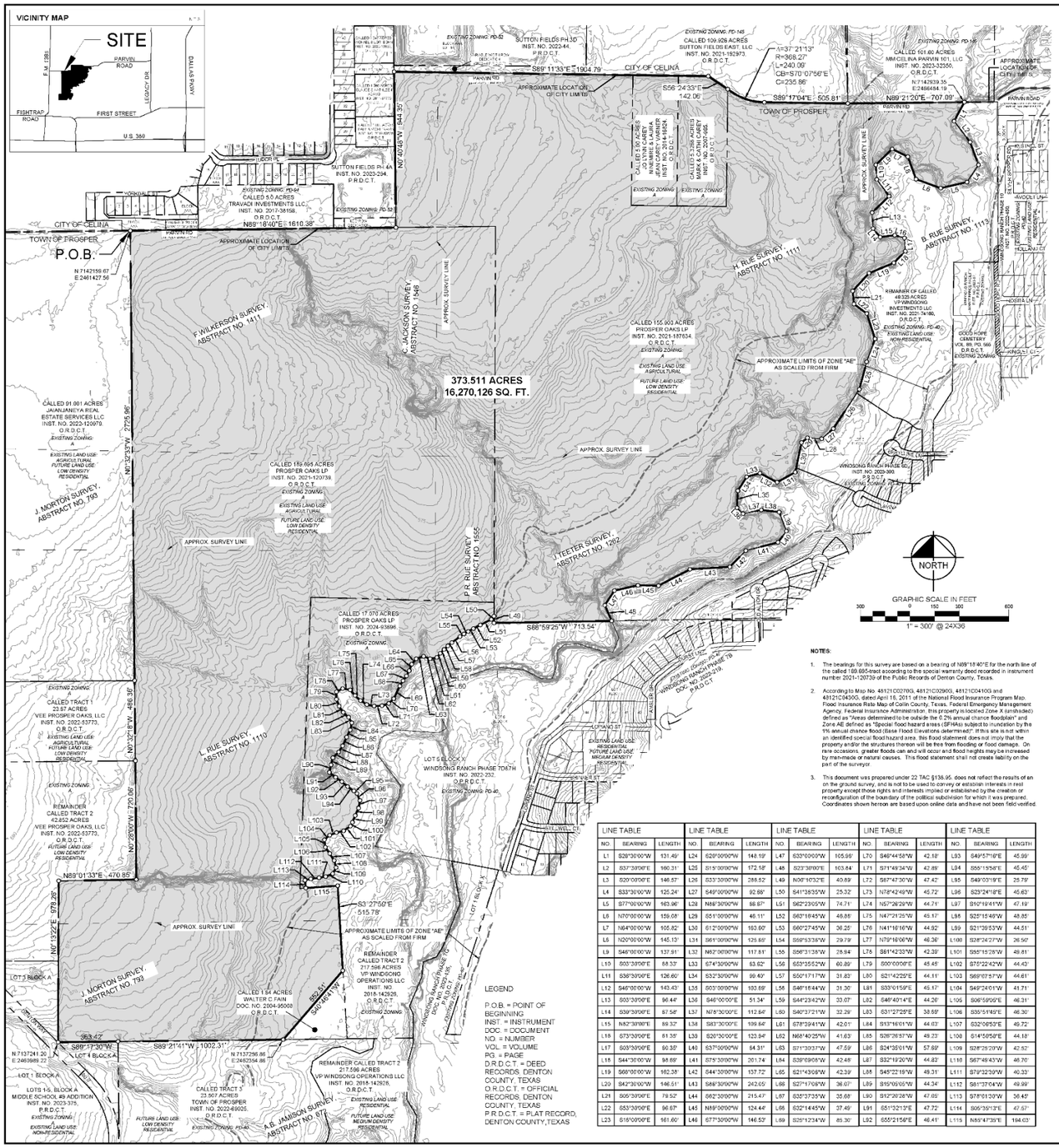

VICINITY MAP
SITE
PARVIN ROAD
FISHTRAP ROAD
FIRST STREET
LEGACY DR
DALLAS HWY
F.M. 1385
U.S. 380
CITY OF CELINA
TOWN OF PROSPER
P.O.B.
N 7142159.67
E 2481427.56
PARVIN RD
APPROXIMATE LOCATION OF CITY LIMITS
APPROX. SURVEY LINE
APPROX. SURVEY LINE
APPROX. SURVEY LINE

EXHIBIT A-1

Owner A Property Description

TRACT 1:

BEING a tract of land situated in the J. Teeter Survey, Abstract No. 1262, the P. Rue Survey, Abstract No. 1555, the H. Rue Survey, Abstract No. 1111, the B. Rue Survey, Abstract No. 1113, and the C. Jackson Survey, Abstract No. 1546, Town of Prosper, Denton County, Texas, being part of a tract conveyed to Jo Lynn Carey Ninemire, et al, by deed recorded in Document No. 2014-16824, Official Public Records, Denton County, Texas (OPRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap found for an inset northeasterly corner of Tract 2, conveyed to VP Windsong Investments LLC, recorded in Document No. 2018-142926 OPRDCT;

THENCE N 00°13'47" E, along an easterly line thereof, passing at 125.32 feet a 1/2" iron rod with plastic cap found for a northeasterly corner of Tract 2, being a southeast corner of Tract conveyed to the Rue Family Trust, recorded in Volume 5032, Page 3961, Deed Records, Denton County, Texas (DRDCT), and continuing along the east line thereof a total distance of 2403.48 feet to a 1/2" iron rod found;

THENCE S 89°18'18" W, 604.04 feet along the north line thereof to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the southeast corner of a tract conveyed to CADG Sutton Fields LLC, recorded in Document No. 2015-30387 OPRDCT;

THENCE N 00°40'48" W, along the east line thereof, and being along the east line of Parvin Road, a public road, passing at 490.70 feet a PK nail found for the southeast corner of a tract conveyed to Dale and Vicki Travis, recorded in Document No. 2019-53525 OPRDCT, continuing along the east line thereof, passing at 674.11 feet another PK nail found for the southeast corner of a tract conveyed to Claude and Kathleen Adams, recorded in Document No. 2011-67775 OPRDCT, continuing along the east line thereof, passing at 929.67 feet a PK nail found for the southeast corner of a tract conveyed to Michael and Lori Bohn, recorded in Document No. 2020-19369 OPRDCT, and continuing along the east line thereof a total distance of 944.41 feet to a point being a southwesterly corner of another tract conveyed to CADG Sutton Fields LLC, recorded in Document No. 2015-15963 OPRDCT;

THENCE S 89°12'10" E, 1163.88 feet along the south line thereof, and being along Parvin Road, to a PK nail found for the southeast corner of said CADG tract;

THENCE S 89°11'44" E, 284.25 continuing along Parvin Road to a PK nail found for the northwest corner of a tract described as the "Save and Except Tract 1" described in Document No. 2014-16824 OPRDCT;

THENCE S 00°42'41" W, 789.66 feet along the west line thereof;

THENCE S 89°17'19" E, 575.96 feet along the south line thereof, and of a tract conveyed to Mark and Cathi Carey, recorded in Document No. 2007-985 OPRDCT;

THENCE N 00°42'41" E, 711.55 feet along the east line of said Carey tract to a PK nail found in Parvin Road;

THENCE along said road, the following:

S 56°15'56" E, 38.28 feet;

A non-tangent curve to the left having a radius of 350.00 feet, a central angle of 33°01'01", a long chord of S 72°46'28" E - 198.91 feet, and an arc length of 201.69 feet;

S 89°17'04" E, 505.81 feet to a 3/8" iron rod found;

And N 89°21'20" E, 707.09 feet to a point in the approximate centerline of a creek;

THENCE along said creek, the following:

S 28°30'00" W, 131.49 feet;

S 37°30'00" E, 160.31 feet;

S 20°00'00" E, 146.57 feet;

S 33°30'00" W, 125.24 feet;

S 77°00'00" W, 163.96 feet;

N 70°00'00" W, 159.08 feet;

N 20°00'00" W, 145.13 feet;

N 64°00'00" W, 105.82 feet;

S 46°00'00" W, 137.91 feet;

S 03°30'00" E, 88.33 feet;

S 36°30'00" E, 126.60 feet;

S 46°00'00" W, 143.43 feet;

S 03°30'00" E, 96.44 feet;

S 39°30'00" E, 67.58 feet;

N 82°30'00" E, 89.32 feet;

S 73°30'00" E, 61.35 feet;

S 03°30'00" E, 80.35 feet;

S 44°30'00" W, 98.69 feet;

S 68°00'00" W, 162.38 feet;

S 42°30'00" W, 146.51 feet;

S 05°30'00" E, 79.52 feet;

S 53°30'00" E, 96.87 feet;

S 18°00'00" E, 161.60 feet;

S 20°00'00" W, 148.19 feet;

S 15°00'00" W, 172.18 feet;

S 33°30'00" W, 286.52 feet;

S 49°00'00" W, 92.68 feet;

N 86°30'00" W, 86.67 feet;

S 51°00'00" W, 46.11 feet;

S 12°00'00" W, 183.60 feet;

S 61°00'00" W, 125.65 feet;

N 62°00'00" W, 117.81 feet;

S 74°30'00" W, 83.62 feet;

S 32°30'00" W, 99.40 feet;

S 03°00'00" W, 103.89 feet;

S 46°00'00" E, 51.34 feet;

N 78°30'00" E, 112.64 feet;

S 83°30'00" E, 109.64 feet;

S 20°30'00" E, 123.94 feet;

S 37°00'00" W, 84.31 feet;

S 75°30'00" W, 201.74 feet;

S 44°30'00" W, 137.72 feet;

S 86°30'00" W, 242.05 feet;

S 62°30'00" W, 215.47 feet;

N 89°00'00" W, 124.44 feet;

S 77°30'00" W, 146.53 feet;

S 33°00'00" W, 105.98 feet;

And S 23°30'00" E, 103.84 feet to the north line of said VP Windsong Investments tract;

THENCE S 88°59'25" W, 713.52 feet along the common line thereof to the POINT OF BEGINNING with the subject tract containing 6,791,150 square feet or 155.903 acres of land.

TRACT 2:

Being a tract of land situated in the F. Wilkerson Survey, Abstract No. 1411, the C. Jackson Survey, Abstract No. 1546, the H. Rue Survey, Abstract No. 1111, the J. Morton Survey, Abstract No. 793, the P. Rue Survey, Abstract No. 1555, and the Lewis Rue Survey, Abstract No. 1110, Denton County, Texas and being all of a called 90 acres tract of land (Tract 1) and all of a called 99 1/2 acres tract of land (Tract 2) described in Affidavit of Heirship to Lanell Rue Giles as recorded in Volume 2955, Page 370, Real Property Records, Denton County, Texas, in the Distribution Deed to Nancy Jane Ferguson as recorded in Instrument No. 2007-145675, said Real Property Records, and in the Distribution Deed to Grover Cc. Rue, Jr., as recorded in Instrument No. 2007-145676, said Real Property Records, and being more particularly described herein as follows:

BEGINNING at a 1/2 inch iron rod found in Parvin Road (a public road) for the Northwest corner of said 99 1/2 acres and the Northeast corner of a called 129.978 acres tract of land described in Deed to Swisher Partners, L.P. as recorded in Instrument No. 2004-7927, Official Records, Denton County, Texas;

THENCE North 89 degrees 18 minutes 40 seconds East, with the North line of said 99 1/2 acres tract, along said Parvin Road, passing the most Northerly Northeast corner of said 99 1/2 acres tract and the most Northerly Northwest corner of said 90 acres tract, and continuing along said course for a total distance of 2,214.41 feet to a 1/2 inch iron rod found for the Northeast corner of said 90 acres tract and an ell corner of a called 319.005 acres tract of land described in Deed to Jo Lynn Carey Ninemire, Laura Jean Carey Varner and Mark Carlton Carey as recorded in Instrument No. 2014-16824, said Official Records;

THENCE South 01 degrees 03 minutes 38 seconds West, with the East line of said 90 acres tract and a West line of said 319.005 acres tract, a distance of 1,321.64 feet to a 2 inch steel fence corner post found for an angle point corner;

THENCE South 00 degrees 54 minutes 02 seconds East, continuing with the East line of said 90 acres tract and a West line of said 319.005 acres tract, a distance of 957.16 feet to a 2 inch steel fence corner post found for the Southeast corner of said 90 acres tract and the most Westerly Northeast corner of a called 217.596 acres tract of land (Tract 2) described in Deed to VP WIndsong Investments, LLC. as recorded in Instrument No. 2018-142926, said Official Records;

THENCE North 88 degrees 23 minutes 26 seconds West, with the South line of said 90 acres tract and the North line of said 217.596 acres tract, a distance of 1,111.84 feet to a 3/8 inch iron rod found for an ell corner of said 90 acres tract and the Northwest corner of said 217.596 acres tract;

THENCE South 02 degrees 07 minutes 31 seconds West, with the East line of said 90 acres tract and the West line of said 217.596 acres tract, a distance of 1,767.54 feet to a 4 inch wood fence

corner post found for an interior corner of said 99 1/2 acres tract and the most Northerly Southwest corner of said 217.596 acres tract;

THENCE North 85 degrees 37 minutes 47 seconds East, with a North line of said 99 1/2 acres tract and a South line of said 217.596 acres tract, a distance of 228.92 feet to a 1/2 inch capped iron rod stamped "KHA" found for the most Southerly Northeast corner of said 99 1/2 acres tract and interior corner of said 217.596 acres tract;

THENCE South 03 degrees 33 minutes 27 seconds East, with the East line of said 99 1/2 acres tract and the West line of said 217.596 acres tract, a distance of 515.93 feet to a 1/2 inch capped iron rod found for an angle point corner of said 99 1/2 acres tract and being the North corner of a called 1.84 acres tract of land described in Deed to Walter C. Fain as recorded in Instrument No. 2004-95008, said Official Records;

THENCE South 40 degrees 46 minutes 41 seconds West, with the Southeast line of said 99 1/2 acres tract and the Northwest line of said 1.84 acre tract, a distance of 552.51 feet to a 1/2 inch capped iron rod found in a North line of said 217.596 acres tract for the Southeast corner of said 99 1/2 acres tract and the Southwest corner of said 1.84 acre tract;

THENCE South 89 degrees 21 minutes 41 seconds West, with the South line of said 99 1/2 acres tract and a North line of said 217.596 acres tract, a distance of 1,002.31 feet to a 1/2 inch iron rod found for the most Southerly Northeast corner of a called 65.133 acres tract of land described in Deed to the Denton Independent School District as recorded in Instrument No. 2017-65208, said Official Records;

THENCE South 89 degrees 17 minutes 30 seconds West, with the South line of said 99 1/2 acres tract and a North line of said 65.133 acres tract, a distance of 363.42 feet to a 1/2 inch iron rod found for the Southwest corner of said 99 1/2 acres tract and ell corner of said 65.133 acres tract;

THENCE North 00 degrees 13 minutes 22 seconds East, with the West line of said 99 1/2 acres tract and a East line of said 65.133 acres tract, passing the Northeast corner of said 65.133 acres tract and the most Southerly Southeast corner of a called 42.822 acres tract of land described in Deed to John Doyle Noles as recorded in Volume 2299, Page 89, said Real Property Records, and continuing along said course for a total distance of 978.26 feet to a 10 inch wood fence corner post found for the most Southerly Northwest corner of said 99 1/2 acres tract and an interior corner of said 42.822 acres tract;

THENCE North 89 degrees 01 minutes 33 seconds East, with a North line of said 99 1/2 acres tract and a South line of said 42.822 acres tract, a distance of 470.85 feet to a 4 inch steel fence corner post found for an interior corner of said 99 1/2 acres tract and the most Northerly Southeast corner of said 42.822 acres tract;

THENCE North 00 degrees 28 minutes 00 seconds West, with the West line of said 99 1/2 acres tract and the East line of said 42.822 acres tract, a distance of 720.06 feet to a 1/2 inch iron rod found for the Northeast corner of said 42.822 acres tract and the Southeast corner of a called 23.818 acres tract of land described in Deed to Tommy Wilson Noles as recorded in Volume 2299, Page 82, said Real Property Records;

THENCE North 00 degrees 32 minutes 18 seconds West, with the West line of said 99 1/2 acres tract and the East line of said 23.818 acres tract, a distance of 486.36 feet to a 1/2 inch iron rod found for the Northeast corner of said 23.818 acres tract and the Southeast corner of said 129.978 acres tract;

THENCE North 00 degrees 32 minutes 33 seconds West, with the West line of said 99 1/2 acres tract and the East line of said 129.978 acres tract, a distance of 2,725.96 feet to the POINT OF BEGINNING and containing, within the metes and bounds herein recited, 189.695 acres of land, more or less.

TRACT 3:

BEING a tract of land situated in the L. Rue Survey, Abstract No. 1110, and P. Rue Survey, Abstract No. 1555, Town of Prosper, Denton County, Texas, being part of a tract conveyed to VP WINDSONG INVESTMENTS LLC, by deed recorded in Document No. 2018-142926 of the Official Public Records, Denton County, Texas (OPRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the west line of a tract conveyed to Prosper Oaks LP, according to the deed recorded in Document Number 2021-187834 OPRDCT at the southeast corner of another tract conveyed to Prosper Oaks LP according to the deed recorded in Document Number 2021-120739 OPRDCT;

THENCE S 00°10'32" W, 84.43 feet along the west line thereof from which a 1/2 iron rod found at the southwest corner thereof bears S 00°10'32" W, 40.89 feet;

THENCE through said VP WINDSONG INVESTMENTS LLC tract and along the approximate 100-year flood line the following:

S 41°38'35" W, 25.32 feet; S 62°23'05" W, 74.71 feet; S 63°16'45" W, 46.88 feet;

S 60°27'45" W, 36.25 feet; S 59°53'36" W, 29.79 feet; S 56°31'38" W, 28.94 feet;

S 53°35'52" W, 60.89 feet; S 50°17'17" W, 31.83 feet; S 46°18'44" W, 31.30 feet;

S 44°23'42" W, 33.07 feet; S 40°37'21" W, 32.29 feet; S 78°39'41" W, 42.01 feet;

N 68°40'25" W, 41.63 feet; S 71°30'37" W, 47.59 feet; S 39°09'08" W, 42.46 feet;

S 21°43'06" W, 42.39 feet; S 27°17'06" W, 36.07 feet; S 35°37'35" W, 35.68 feet;

S 32°14'45" W, 37.49 feet; S 25°12'34" W, 85.30 feet; S 46°44'58" W, 42.18 feet;

S 71°49'34" W, 42.89 feet; S 87°47'30" W, 47.42 feet; N 78°42'49" W, 45.72 feet;

N 57°26'29" W, 44.71 feet; N 47°21'25" W, 45.17 feet; N 41°16'16" W, 44.92 feet;

N 79°16'06" W, 46.36 feet; S 61°42'33" W, 42.39 feet; S 00°00'00" E, 45.45 feet;

S 21°42'25" E, 44.11 feet; S 33°01'59" E, 45.17 feet; S 46°40'14" E, 44.26 feet;

S 31°27'25" E, 38.89 feet; S 13°16'01" W, 44.03 feet; S 26°26'57" W, 49.23 feet;

S 24°35'01" W, 57.69 feet; S 32°19'20" W, 44.83 feet; S 45°22'19" W, 49.31 feet;

S 15°05'05" W, 44.34 feet; S 12°20'28" W, 47.05 feet; S 51°32'13" E, 47.72 feet;

S 55°21'56" E, 46.41 feet; S 49°57'16" E, 45.99 feet; S 55°15'58" E, 45.45 feet;

S 49°03'19" E, 25.79 feet; S 23°24'18" E, 45.63 feet; S 10°19'41" W, 47.19 feet;

S 25°15'46" W, 48.85 feet; S 21°39'53" W, 44.51 feet; S 28°24'27" W, 26.50 feet;

S 55°15'28" W, 49.81 feet; S 75°22'42" W, 44.43 feet; S 69°07'57" W, 44.61 feet;

S 49°24'01" W, 41.71 feet; S 06°59'05" E, 46.31 feet; S 35°51'45" E, 46.30 feet;

S 32°06'53" E, 49.72 feet; S 14°50'58" E, 44.18 feet; S 28°25'20" W, 42.52 feet;

S 67°49'43" W, 46.70 feet; S 79°32'39" W, 40.33 feet; S 81°37'04" W, 49.99 feet;

S 78°01'30" W, 36.45 feet;

S 05°35'13" E, 47.57 feet to a point in the southern north line of said Prosper Oaks LP tract from which a capped iron rod found bears N 85°47'35" E, 194.02 feet;

S 85°47'35" W, 34.75 feet to a wood fence post found at an ell corner of said Prosper Oaks LP tract;

THENCE N 02°06'10" E, 1767.38 feet along the east line thereof;

THENCE S 88°23'11" E, 1111.78 feet along the south line thereof to the POINT OF BEGINNING with the subject tract containing 743,582 square feet or 17.070 acres of land.

EXHIBIT A-2

Owner B Property Description

BEING a tract of land situated in the H. RUE SURVEY, ABSTRACT NO. 1111, in Denton County, Texas, being part of that same tract of land conveyed to Sammie Jean Carey and John C. Carey by deed recorded in Volume 2336, Page 541 of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8 inch iron rod found for corner at the most Westerly Northwest corner of said Carey tract, said point being the Southwest corner of a tract of land conveyed to Mike A. Myers Investment Holdings, L.P. by deed recorded in Instrument No. 2005-33382 of the Deed Records of Denton County, Texas;

THENCE South 89 degrees 11 minutes 35 seconds East, along the South line of said Mike A. Myers Investment Holding, L.P. tract, a distance of 1163.26 feet to a PK nail found, said point being the Southeast corner of said Mike A. Myers Investment Holdings, L.P. tract;

THENCE South 89 degrees 11 minutes 35 seconds East, a distance of 560.18 feet to a PK nail set in Parvin Road, in asphalt for corner, said point being the Point of Beginning and the Northwest corner of herein described tract;

THENCE South 89 degrees 11 minutes 35 seconds East, along said Parvin Road, a distance of 180.70 feet to a 1/2 inch iron rod set for angle point with a yellow cap stamped (DC&A INC);

THENCE South 56 degrees 24 minutes 19 seconds East, a distance of 142.09 feet to a PK nail set in asphalt for corner, said point being the Northeast corner of herein described tract;

THENCE South 00 degrees 41 minutes 42 seconds West, departing said Parvin Road, a distance of 711.49 feet to a 1/2 inch iron rod set for corner with a yellow cap stamped (DC&A INC), said point being the Southeast corner of herein described tract;

THENCE North 89 degrees 18 minutes 18 seconds West, a distance of 300.00 feet to a 1/2 inch iron rod set for corner with a yellow cap stamped (DC&A INC), said point being the Southwest corner of herein described tract;

THENCE North 00 degrees 41 minutes 42 seconds East, a distance of 789.02 feet to the POINT OF BEGINNING and containing 232,027.22 square feet or 5.3266 acres of land.

EXHIBIT A-3

Owner C Property Description

Being a tract of land situated in the H. Rue Survey, Abstract No. 1111, in Denton County, Texas, being part of that same tract of land conveyed to Sammie Jean Carey and John C. Carey by deed recorded in Volume 2336, Page 541 of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a 3/8 inch iron rod found for corner at the most westerly Northwest corner of said Carey tract, said point being the Southwest corner of a tract of land conveyed to Amanda S. Myers Irrevocable Asset Trust, by deed recorded in Instrument No. 201100125051 of the Deed Records of Denton County, Texas;

Thence South 89 Degrees 11 Minutes 35 Seconds East, along the South line of said Myers tract, a distance of 1,163.26 feet to a PK nail found, said point being the Southeast corner of said Myers;

Thence South 89 Degrees 11 Minutes 35 Seconds East, a distance of 284.84 feet to a P/K nail set in Parvin Road (public right—of—way), in asphalt for corner, said point being the point of beginning;

Thence South 89 Degrees 11 Minutes 35 Seconds East, along said Parvin Road, a distance of 275.96 feet to a P/K nail set for corner;

Thence South 00 degrees 41 minutes 42 seconds West, a distance of 789.02 feet to a 1/2 inch iron rod set for corner;

Thence North 89 degrees 18 minutes 18 seconds West, a distance of 275.96 feet to a 1/2 inch iron rod set for corner;

Thence North 00 degrees 41 minutes 42 seconds East, a distance of 789.56 feet to the point of beginning containing 217,815 square feet or 5.00 acres of land.

EXHIBIT B

Building Materials and Architectural Regulations

1. Dwelling units shall be in general conformance with one of the home styles shown in the renderings included with *Attachment 1*, with regard to design. Materials shall be governed by Section 2 below. Otherwise stated, building materials are not required to match what is shown on *Attachment 1*; rather, building material(s), including without limitation color palettes or types of materials may consist of any of the materials allowed in Section 2 herein, subject to the requirements in that section. The property owner or developer shall submit building elevations with the application for a building permit. The Town will approve the building elevations if they substantially conform to the requirements of this Section 1 and Section 2 below. The architectural styles depicted on *Attachment 1* are an example of the different styles that homes must be in general conformance with (e.g., each separate home will be in general conformance with one of the styles shown). Building elevations are not required to exactly match or be the same color palette as what is shown on *Attachment 1* so long as they are in general conformance with one of the styles on *Attachment 1*. The applicant may submit alternate/different elevations that do not comply with the requirements of this **Exhibit B** (e.g., are a different style/design than *Attachment 1* or deviate from Section 2) and such alternate elevations may be approved by the Town's Development Services Director or his/her designee ("Development Services Director"), except that any elevations that differ by more than ten percent (10%) from the percentages required pursuant to Section 2 herein will require review by the Planning & Zoning Commission and approval by the Town Council.

2. The exterior facades of a main building or structure, excluding windows, doors and area above the roof line shall comply with the following requirements:

i. The exterior facades shall be constructed of 100 percent (100%) masonry, unless otherwise specified herein.

ii. Cementitious fiber board is considered masonry, but may only constitute:

1. <u>For the front façade of any home</u>: Up to fifty percent (50%) of stories other than the first story on the front façade of a residential home[1], except for the modern farmhouse and craftsman styles as noted below. Cementitious fiber board may be used as a façade cladding material for portions of upper stories on the front façade of a home that are in the same vertical plane as the first story so long as the home generally complies with one of the architectural styles included with *Attachment 1*; and

[1] For clarification, up to 100 percent (100%) of the first story on the front façade of any residential home may be cementitious fiberboard.

2. For the side and rear facades of any home: Up to twenty percent (20%) of all stories on the side and rear facades of a residential home (e.g., eaves, soffits, and rear gables above the first floor).

iii. Unless an alternate material is approved by the Development Services Director of the City or his/her designee (the "Development Services Director"), any portion of an upper story, excluding windows, architectural features or area above the roof line, that faces Parvin Road or Frontier Parkway shall be 100 percent (100%) masonry and shall not be comprised of cementitious fiber board except for eaves, soffits, and rear gables (which may be comprised of cementitious fiber board).

iv. Unless an alternate material is approved by the Development Services Director, any portion of an upper story, excluding windows, architectural features or area above the roof line, that faces and fronts on public or private open space, public or private parks, or the Hike and Bike Trail, shall be 100 percent masonry and may be comprised of cementitious fiber board subject to the limitations in Section 2(ii) above.

v. Unless an alternate material is approved by the Development Services Director, the exterior cladding of chimneys shall be brick, natural or manufactured stone, or three coat stucco.

vi. Notwithstanding any limitation above, for modern farmhouse and craftsman style homes, cementitious fiber board is considered masonry, and may constitute up to eighty percent (80%) of stories other than the first story on the front façade of a residential home. The modern farmhouse and craftsman style homes are shown in the renderings included with *Attachment 1*.

vii. Notwithstanding any limitation above, cementitious fiber board may be used for architectural features, including window box-outs, gables, bay windows, roof dormers, garage door headers, columns, exposed sidewalls/gable ends above lower roofs, exposed rafter tails, or other architectural features approved by the Development Services Director.

viii. Masonry Construction means clay fired brick, natural and manufactured stone, granite, marble, three-coat stucco, and cementitious fiber board (subject to the limitations in this section) as exterior construction materials for all residential structures. Three-coat stucco means stucco applied using a three-step process over diamond metal lath mesh to a minimum of seven-eighths of an inch thickness or by other process producing comparable cement stucco finish with equal or greater strength and durability specifications.

ix. An applicant may appeal any denial by the Development Services Director to a request for approval of an alternate material (as noted above) to the Town's Planning & Zoning Commission and may appeal the Planning & Zoning Commission's decision to the Town Council.

x. The primary massing of the roof on the main residential building shall have a minimum slope of 6:12. Accessory roof structures (including, but not limited to garages) and architectural features shall have a minimum slope of 1.25:12.

xi. Roof material shall be standing seam copper, metal roof or standing seam metal, natural slate shingles, imitation slate shingles, cementitious tile, or composition 30-year laminated shingles or other approved roof materials. "Other approved roof materials" mean roof materials other than listed herein that are approved by the Development Services Director. By way of clarification, roofing or roof materials are not required to match what is shown on *Attachment 1* hereto; rather, roof material may consist of any of the materials listed in this subsection.

3. The requirements in this **Exhibit B** shall apply in lieu of any exterior construction, building materials or design requirements in the Town's Zoning Ordinance and shall be the exclusive exterior construction, building materials, and design requirements that apply to the development of the Property.

Attachment 1 to Exhibit B

Architectural Styles

(see attached)



TUDOR



TRANSITIONAL



HIGH PLAINS



MODERN FARMHOUSE

Architectural Styles (ZONE-24-0022)



CLASSIC



CHATEAU



MEDITERRANEAN



HILL COUNTRY

Architectural Styles (ZONE-24-0022)



SPANISH



MISSION



TRADITIONAL



CRAFTSMAN

Architectural Styles (ZONE-24-0022)

EXHIBIT C

By way of clarification, the below building materials and aesthetic method requirements do not apply to the development of the Property per Chapter 3000. The requirements on **Exhibit B** to the Agreement are the only building material and aesthetic method requirements that apply to development of the Property.

A. Chapter 4, Section 9.8 (Exterior construction of residential buildings); Chapter 4, Section 9.14 (Alternating single family plan elevations); and Chapter 4, Section 7.6(A)-(C) (Detached garage and accessory building construction) of the Zoning Ordinance of the Town of Prosper, as amended, do not apply to development of the Property pursuant to Chapter 3000.

TOWN OF PROSPER
A Place Where Everyone Matters

DEVELOPMENT SERVICES DEPARTMENT
250 W. First Street
Prosper, TX 75078
Phone: 972-346-3502

REPLY FORM

SUBJECT:

Zoning Case ZONE-24-0022: The Town of Prosper has received a request for a Planned Development for Single-Family Residences and Age-Restricted Single-Family Residences, on 373.5± acres. The property is currently zoned Agricultural.

LOCATION OF SUBJECT PROPERTY:

The property is located on the south side of Parvin Road and 2,070± feet east of FM 1385.

☐ I **OPPOSE** the request as described in the notice. If in opposition, please provide a reason for opposition.
☒ I **DO NOT OPPOSE** the request as described in the notice.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

Sammie Carey
Name (please print)

Sammie Carey
Signature

401 Navajo Trail
Address

6-12-25
Date

Lake Kiowa, TX 76240
City, State, and Zip Code

SammieJcarey@gmail.com
E-mail Address

972-658-1069
Phone Number

TOWN OF PROSPER
A Place Where Everyone Matters

DEVELOPMENT SERVICES DEPARTMENT
250 W. First Street
Prosper, TX 75078
Phone: 972-346-3502

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☒ I **DO NOT OPPOSE** the request as described in the notice.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

We fully support the planned development.

Mark & Cathi Carey
Name (please print)

Cathi Carey
Mark Carey
Signature

P.O. Box 433
Address

6-13-2025
Date

Prosper, Texas 75078
City, State, and Zip Code

mccarey2020@gmail.com
E-mail Address

(214) 535-9452
Phone Number

Planned Development
Prosper Oaks
(ZONE-24-0022)

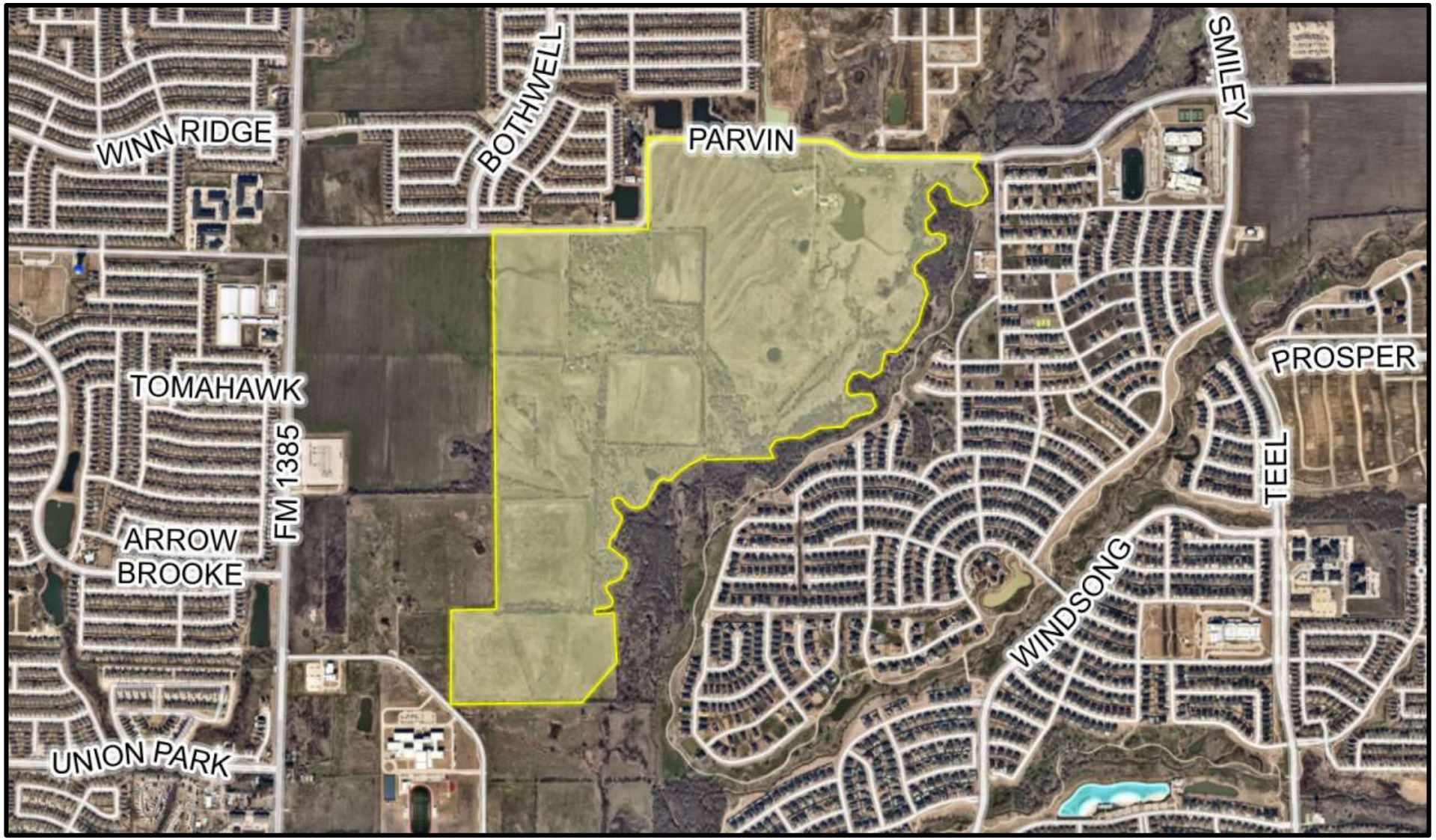
Agenda Item

Conduct a Public Hearing and consider and act upon a request to rezone 373.5± acres from Agricultural to a Planned Development allowing for both Single-Family and Age-Restricted Single-Family Residences, located on the south side of Parvin Road and 2,070± feet east of FM 1385. (ZONE-24-0022)

Proposal

Purpose:

- Construct a maximum of 800 single-family homes on 373.5 acres (306.3 net acres).
  - Eastern Tract – Max. of 275 Single-Family Homes (181.8 Acres – 130.7 Net Acres)
  - Western Tract – Max. of 525 Age-Restricted Single-Family Homes (191.7 Acres – 175.6 Net Acres)


WINN RIDGE
BOTHWELL
PARVIN
SMILEY
PROSPER
TOMAHAWK
FM 1385
TEEL
ARROW BROOKE
WINDSONG
UNION PARK

Future Land Use Plan

Medium Density Residential:

- Recommends single-family detached dwelling units on lots ranging from 12,500 square feet to 20,000 square feet.
- Neighborhoods may have a variation of lot sizes provided that the density is within 1.6 to 2.5 dwellings units per acre.

Eastern Tract:

- Lot sizes ranging from 10,000 square feet to 20,000 square feet with an overall density of 2.1 units per acre.

Future Land Use Plan Cont.

High Density Residential:

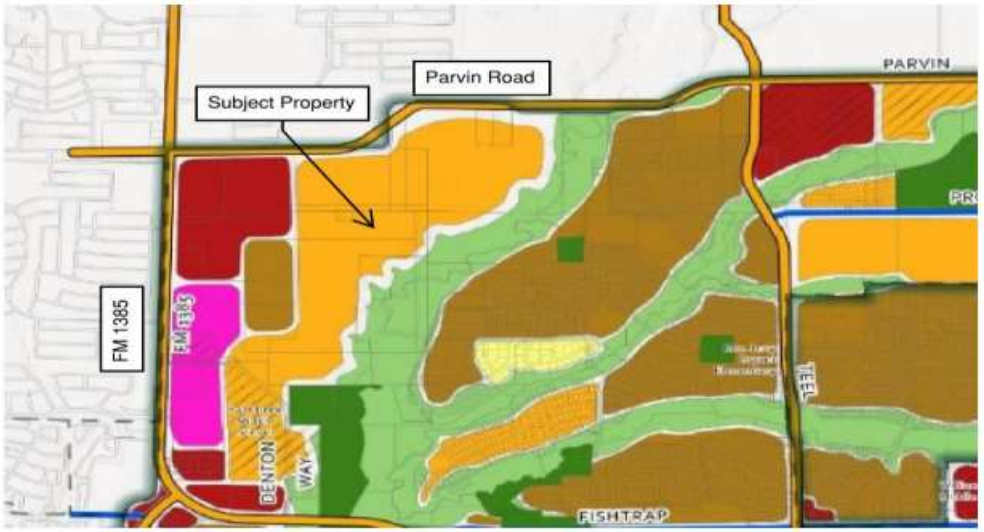
- Recommends single-family detached dwelling units on lots that are smaller than 10,000 square feet.
- Neighborhoods have a density greater than 2.5 units per acre.

Western Tract:

- Lot sizes ranging from 7,500 square feet to 10,000 square feet with an overall density of 3.0 units per acre.

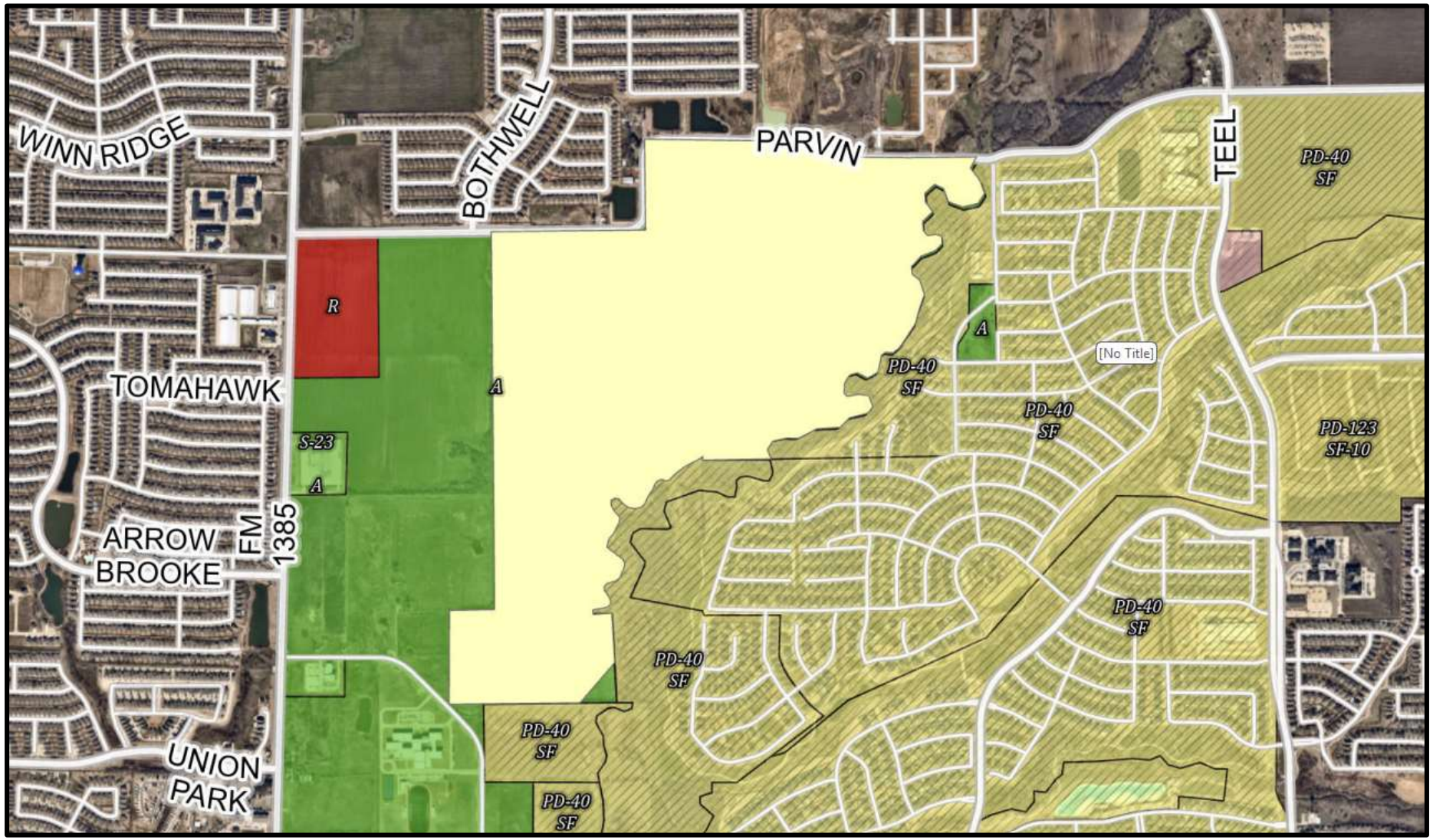
Future Land Use Exhibit

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Retail & Neighborhood Services
- Business Park
- Old Town District
- Town Center
- Dallas North Tollway, Dedicated Truck Route
- 6 Lane Divided
- 4 Lane Divided
- Commercial Collector
- 3 Lane Undivided Couplet
- Access Roads
- Old Town Roads
- Dallas North Tollway District
- US Highway 380 District
- Parks
- Floodplain
- School District Properties
- Town Limits
- ETJ



Zoning

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Agricultural	Vacant	Medium Density Residential
North	City of Celina	Single-Family Residential	N/A
East	Planned Development-40 (Single-Family)	Single-Family Residential (Windsong Ranch)	High Density Residential
South	Planned Development-40 (Single-Family)	Vacant	Parks
West	Agricultural	Vacant	High Density Residential and Retail & Neighborhood Services


WINN RIDGE
BOTHWELL
PARVIN
TEEL
PD-40 SF
R
A
[No Title]
PD-40 SF
PD-40 SF
PD-123 SF-10
TOMAHAWK
S-23
A
ARROW BROOKE
FM 1385
PD-40 SF
PD-40 SF
PD-40 SF
PD-40 SF
UNION PARK

Single-Family Residential Section (Eastern Tract)

District Regulations

Base Zoning:

- Type A Lots developed to Single Family-12.5 District standards.
- Type B Lots developed to Single Family-10 District standards.

Lot Types:

- Type A Lots (12,500 SF; 80’ x 135’)
- Type B Lots (10,000 SF; **75’** x 125’)

Lot Count:

- Max. of 275 Lots (Min. of 100 Type A Lots & Min. of 10% to be 20,000 SF)

District Regulations Cont.

	Single Family-12.5 District Regulations (Zoning Ordinance)	Proposed District Regulations (Type A Lots)	Single Family-10 District Regulations (Zoning Ordinance)	Proposed District Regulations (Type B Lots)
Size of Yards	**Front:** 30’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’	**Front:** 30’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’	**Front:** 25’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’	**Front:** 25’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’
Size of Lots	**Minimum Lot Area:** 12,500 SF **Minimum Lot Width:** 80’ **Minimum Lot Depth:** 135’	**Minimum Lot Area:** 12,500 SF **Minimum Lot Width:** 80’ **Minimum Lot Depth:** 135’	**Minimum Lot Area:** 10,000 SF **Minimum Lot Width:** 80’ **Minimum Lot Depth:** 125’	**Minimum Lot Area:** 10,000 SF **Minimum Lot Width:** 75’ **Minimum Lot Depth:** 125’
Minimum Dwelling Area	**Dwelling Area:** 1,800 SF	**Dwelling Area:** 1,800 SF	**Dwelling Area:** 1,800 SF	**Dwelling Area:** 1,800 SF
Minimum Enclosed Parking (Garage) Area	**Garage Area:** 400 SF	**Garage Area:** 600 SF	**Garage Area:** 400 SF	**Garage Area:** 600 SF
Maximum Height	**Stories:** 2.5 Stories or 40’	**Stories:** 2.5 Stories or 40’	**Stories:** 2.5 Stories or 40’	**Stories:** 2.5 Stories or 40’
Maximum Lot Coverage	**Lot Coverage:** 45%	**Lot Coverage:** 45%	**Lot Coverage:** 45%	**Lot Coverage:** 45%

Permitted Uses

By Right:

- Accessory Building
- Antenna and/or Antenna Support Structure, Non-Commercial
- Child Care Center, Home
- Home Occupation
- Homebuilder Marketing Center
- Household Care Facility
- Model Home
- Municipal Uses Operated by the Town of Prosper
- Park or Playground
- Private Recreation Center

Permitted Uses Cont.

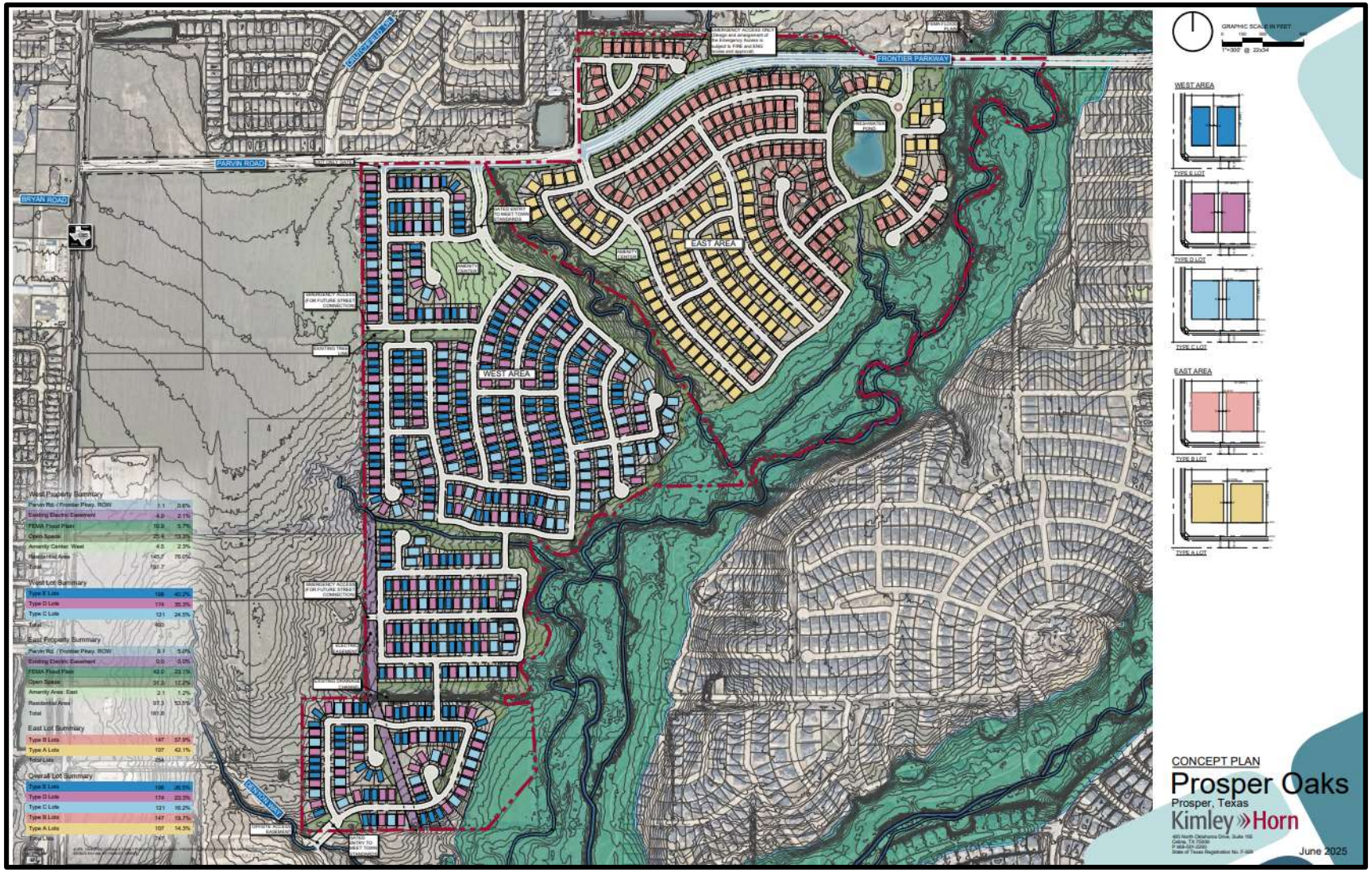
By Right:

- Private Street Development
- Private Utility, Other Than Listed
- School, Public
- Single-Family Dwelling, Detached
- Wireless Communications and Support Structures less than 15 Feet in Height
- Incidental Uses (Amenity Centers, Community Pools, Sports Courts, etc.)

Permitted Uses Cont.

By Specific Use Permit:

- Child Care Center, Licensed
- Utility Distribution Facility
- Wireless Communications and Support Structures greater than 15 Feet in Height


PARVIN ROAD
BRYAN ROAD
FRONTIER PARKWAY
WEST AREA
EAST AREA
CONCEPT PLAN
Prosper Oaks
Prosper, Texas
Kimley»Horn
June 2025

Open Space and Amenities

Open Space:

- Minimum of 30 Acres Required (Non-Contiguous)
    - Min. of 10,000 SF (Each Area)
    - Min. of 40’ in Width (Each Area)

Open Space and Amenities Cont.

Amenities:

- Resident Amenity Area
    - Completed prior to issuance of a Certificate of Occupancy for the 138th home (out of 275).
- Pocket Park w/ Playground
    - Completed at the end of the phase that it will be located in.
- Three Amenities (List in Next Slide)
    - Completed at the end of the phase that it will be located in.

Open Space and Amenities Cont.

Amenities:

- Potential Amenities (Min. of Three)
    - Event Lawn
    - Fire Pit
    - Fishing Pier
    - Game Lawn
    - Outdoor Grilling Station
    - Pavillion
    - Putting Green
    - Sports Court







Event Lawn









Fire Pit Amenity







Game Lawn









Pavilions









Putting Green









Sports Court

Age-Restricted Single-Family Residential Section (Western Tract)

District Regulations

Base Zoning:

- Type C, D, and E Lots developed to Single Family-10 District standards.

Lot Types:

- Type C Lots (10,000 SF; **75'** x 125')
- Type D Lots (8,800 SF; **65'** x 125')
- Type E Lots (7,500 SF; **55'** x 125')

Lot Count:

- Max. of 525 Lots (Min. of 100 Type C Lots & Max. of 200 Type E Lots)

District Regulations Cont.

	Single Family-10 District Regulations (Zoning Ordinance)	Proposed District Regulations (Type C Lots)	Proposed District Regulations (Type D Lots)	Proposed District Regulations (Type E Lots)
Size of Yards	**Front:** 25’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’	**Front:** 25’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’	**Front:** 25’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’	**Front:** 25’ **Side:** 8’ 15’ (Adj. to Side Street) **Rear:** 25’
Size of Lots	**Minimum Lot Area:** 10,000 SF **Minimum Lot Width:** 80’ **Minimum Lot Depth:** 125’	**Minimum Lot Area:** 10,000 SF **Minimum Lot Width:** 75’ **Minimum Lot Depth:** 125’	**Minimum Lot Area:** 8,800 SF **Minimum Lot Width:** 65’ **Minimum Lot Depth:** 125’	**Minimum Lot Area:** 7,500 SF **Minimum Lot Width:** 55’ **Minimum Lot Depth:** 125’
Minimum Dwelling Area	**Dwelling Area:** 1,800 SF	**Dwelling Area:** 2,000 SF	**Dwelling Area:** 1,800 SF	**Dwelling Area:** 1,550 SF
Minimum Enclosed Parking (Garage) Area	**Garage Area:** 400 SF	**Garage Area:** 400 SF	**Garage Area:** 400 SF	**Garage Area:** 400 SF
Maximum Height	**Stories:** 2.5 Stories or 40’	**Stories:** 2.5 Stories or 40’	**Stories:** 2.5 Stories or 40’	**Stories:** 2.5 Stories or 40’
Maximum Lot Coverage	**Lot Coverage:** 45%	**Lot Coverage:** 45%	**Lot Coverage:** 45%	**Lot Coverage:** 45%

Permitted Uses

By Right:

- Accessory Building
- Antenna and/or Antenna Support Structure, Non-Commercial
- Home Occupation
- Homebuilder Marketing Center
- Household Care Facility
- Model Home
- Municipal Uses Operated by the Town of Prosper
- Park or Playground
- Private Recreation Center
- Private Street Development

Permitted Uses Cont.

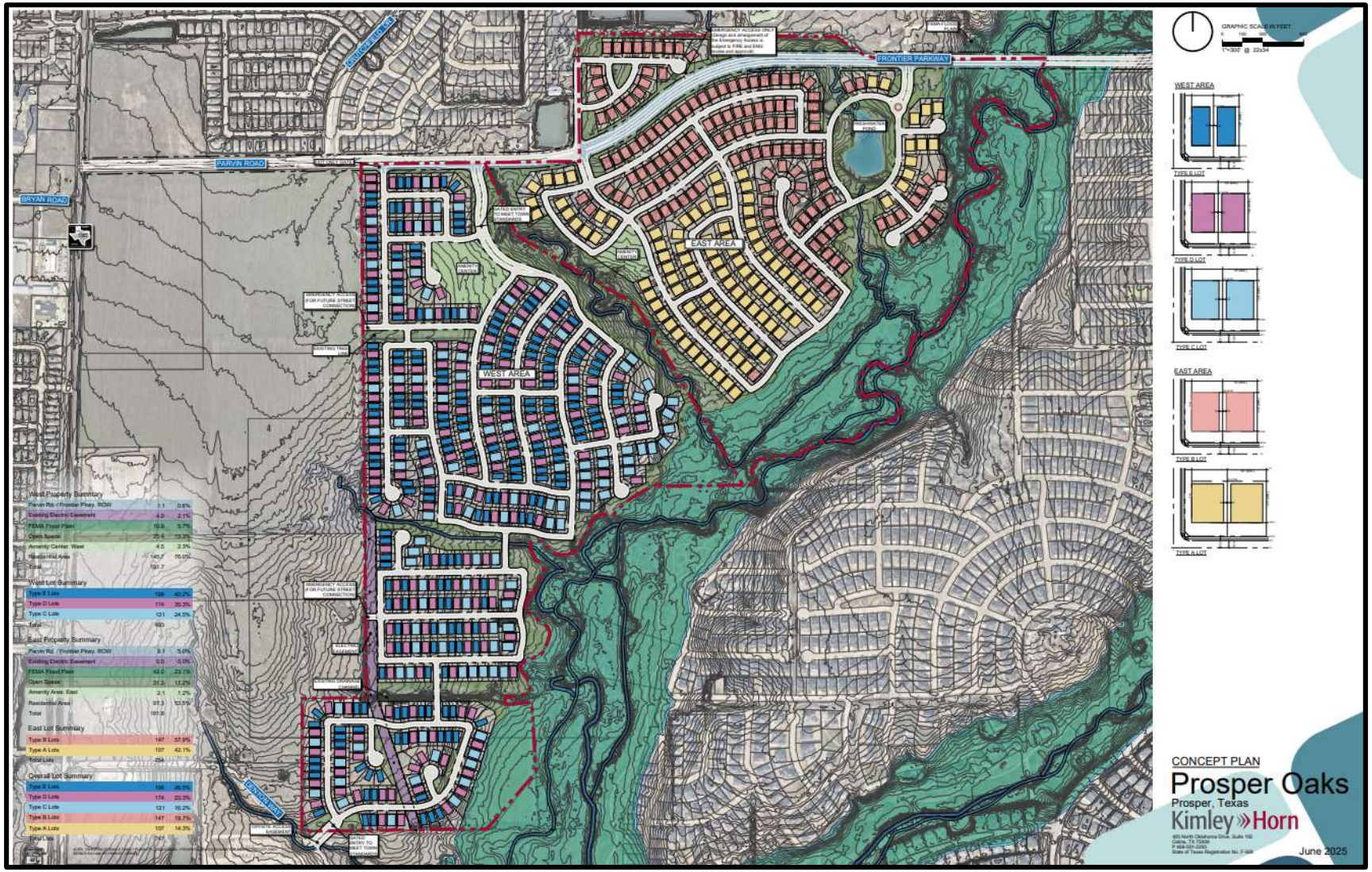
By Right:

- Private Utility, Other Than Listed
- Single-Family Dwelling, Detached (Active Adult Community)
- Wireless Communications and Support Structures less than 15 Feet in Height
- Incidental Uses (Amenity Centers, Community Pools, Food Trucks, etc.)

Permitted Uses Cont.

By Specific Use Permit:

- Utility Distribution Facility
- Wireless Communications and Support Structures greater than 15 Feet in Height


PARVIN ROAD
BRYAN ROAD
FRONTIER PARKWAY
EAST AREA
WEST AREA
CONCEPT PLAN
Prosper Oaks
Prosper, Texas
Kimley»Horn
June 2025





SECTION A-A

Prosper Oaks
Prosper, Texas
Kimley»Horn

Open Space and Amenities

Open Space:

- Minimum of 20 Acres Required (Non-Contiguous)
    - Min. of 10,000 SF (Each Area)
    - Min. of 40’ in Width (Each Area)

Open Space and Amenities Cont.

Amenities:

- Amenity Center or Clubhouse
  - Completed prior to issuance of a Certificate of Occupancy for the 263rd home (out of 525).
- Swimming Pool w/ Shade Structure(s)
  - Completed at the end of the phase that it will be located in.
- Three Amenities (List in Next Slide)
  - Completed at the end of the phase that it will be located in.

Open Space and Amenities Cont.

Amenities:

- Potential Amenities (Min. of Three)
    - Bocce Ball Court
    - Event Lawn
    - Fire Pit
    - Game Lawn
    - Outdoor Spa
    - Pavillion w/ Outdoor Grilling Station
    - Putting Green
    - Shuffleboard Court or Table
    - Sports Court









Bocce







Event Lawn









Fire Pit Amenity









Food Truck Stations







Game Lawn









Outdoor Spa









Pavilions









Putting Green









Shuffleboard









Sports Court

Both Sections
(Eastern & Western Tracts)

Architectural Standards

Building Materials:

- Cementitious Fiber Board
- Clay Fired Brick
- Granite
- Marble
- Stone (Natural or Manufactured)
- Stucco (Three-Coat)

Architectural Standards Cont.

Building Design:

- The exterior façade of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred percent (100%) masonry.

- On front façades, cementitious fiber board may constitute up to fifty percent (50%) of the area for stories other than the first story. Additionally, cementitious fiber board may be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story.

- On side and rear façades, cementitious fiber board may constitute up to twenty percent (20%) of all stories.

Architectural Standards Cont.

Building Design:

- Any portion of an upper story, excluding windows, that faces public or private open space, public or private parks, or hike and bike trails, shall be one hundred percent (100%) masonry and may be comprised of cementitious fiber board.
- The exterior cladding of chimneys shall be brick, natural, or manufactured stone, or stucco.
- On Craftsman and Modern Farmhouse style homes (see Exhibit F), cementitious fiber board may constitute up to eighty percent (80%) of the area for stories other than the first story.
- Cementitious fiber board may be used for architectural features, including window box outs, bay windows, roof dormers, garage door headers, columns, exposed sidewalls/gable ends above lower roofs, exposed rafter tails, or other architectural features as approved by the Director of Developme Services.

Architectural Standards Cont.

Roofing:

- Materials
  - Roof material shall consist of standing seam copper, standing seam metal, natural slate shingles, imitation slate shingles, cementitious tile, or composition 30-year laminated shingles, or other materials as approved by the Director of Development Services.
- Pitch
  - Main residential structures shall have a minimum slope of six by twelve (6:12).
  - Accessory structures shall have a minimum slope of 1.25:12.

Architectural Standards Cont.

Entries and Driveways:

- Entries
    - All homes shall have a covered porch, stoop, or portico at the main front entry.
- Driveways
    - All driveways shall be broomed finished concrete, salt finished concrete, stained patterned concrete, or brick/stone pavers.



TUDOR



TRANSITIONAL



HIGH PLAINS



MODERN FARMHOUSE



CLASSIC



CHATEAU



MEDITERRANEAN



HILL COUNTRY



SPANISH



MISSION



TRADITIONAL



CRAFTSMAN

Screening and Fencing

Adjacent to Thoroughfares:

- Min. of 50% ornamental metal for fencing adjacent to Parvin Road and Frontier Parkway.

Adjacent to Open Space:

- Decorative metal fencing adjacent to open space areas.

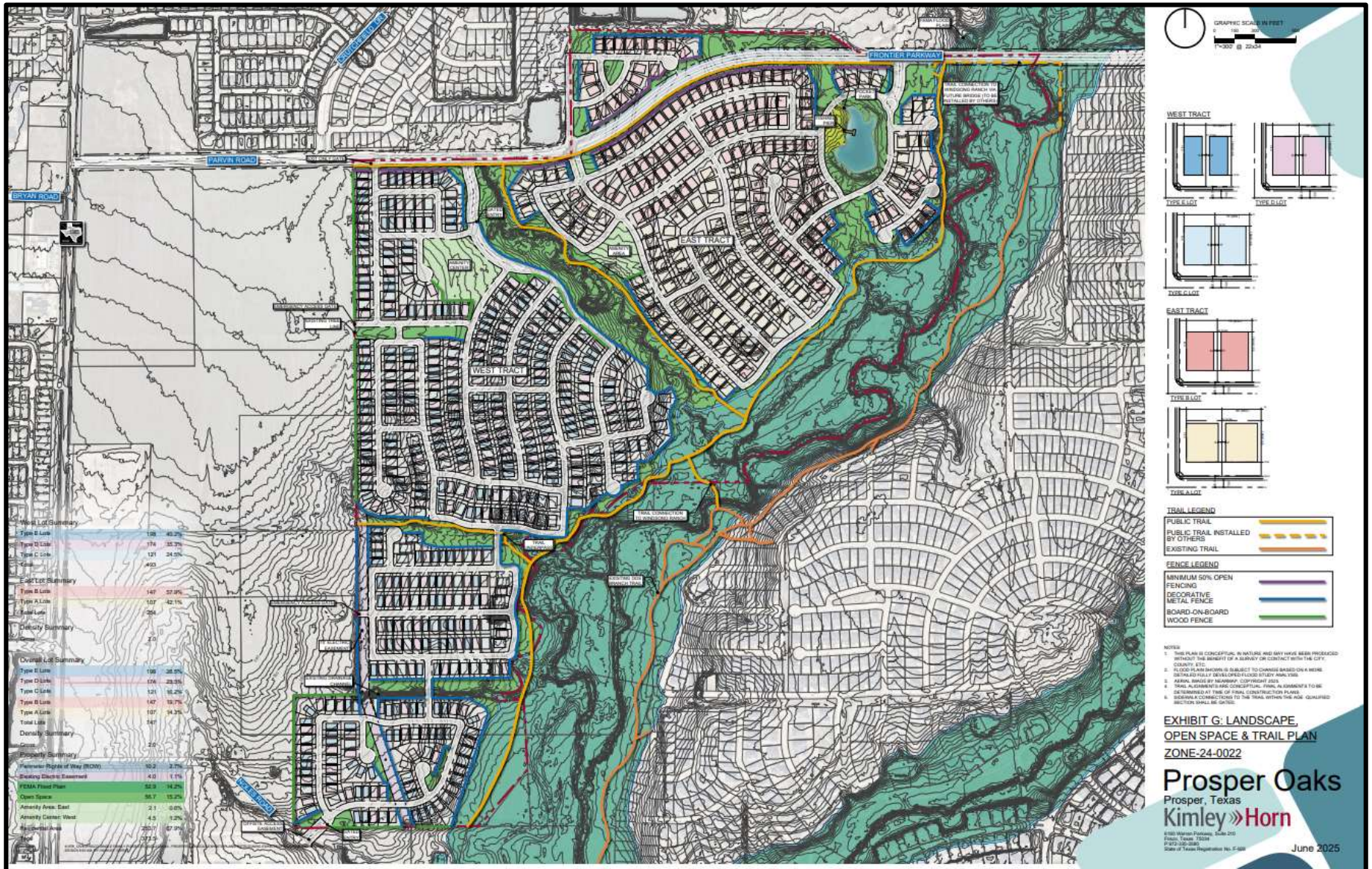
Adjacent to Single-Family:

- Board on board wooden fencing adjacent to single-family homes.

Pedestrian Connectivity

Hike & Bike Trails:

- Six-foot hike and bike trails along Parvin Road, Frontier Parkway, and Doe Branch.
- Connection to existing hike and bike trails for Windsong Ranch.
- Trail enhancements such as butterfly gardens, overlooks, trail heads, trail way stations, etc. provided at the entrances of private community trails.


FRONTIER PARKWAY
PARVIN ROAD
BRYAN ROAD
EAST TRACT
WEST TRACT
GRAPHIC SCALE IN FEET
WEST TRACT
TYPE E LOT
TYPE D LOT
TYPE C LOT
EAST TRACT
TYPE B LOT
TYPE A LOT
TRAIL LEGEND
PUBLIC TRAIL
PUBLIC TRAIL INSTALLED BY OTHERS
EXISTING TRAIL
FENCE LEGEND
MINIMUM 50% OPEN FENCING
DECORATIVE METAL FENCE
BOARD-ON-BOARD WOOD FENCE
EXHIBIT G: LANDSCAPE, OPEN SPACE & TRAIL PLAN
ZONE-24-0022
Prosper Oaks
Prosper, Texas
Kimley»Horn
June 2025









Nature Overlooks & Butterfly Gardens









Walking / Fitness Trails

Noticing

Notices:

- Friday, August 8th

Citizen Response:

- Two Letters of Support

Recommendation

Town Staff:

- Approval

Planning & Zoning Commission:

- Denial (4-0)
    - Overall Density in Western Tract
    - Type E Lots in Western Tract
    - Lack of Connectivity to Amenity Center in Western Tract

TOWN OF PROSPER
A Place Where Everyone Matters

PLANNING

To: **Mayor and Town Council**

From: **David Hoover, AICP, Director of Development Services**

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager

Re: **Comprehensive Plan Amendment for Prosper Oaks**

Town Council Meeting – August 26, 2025

Strategic Visioning Priority: 3. Commercial Corridors are ready for Development

---

Agenda Item:
Conduct a Public Hearing and consider and act upon a request to amend the Future Land Use Plan from Medium Density Residential to High Density Residential, on 191.7± acres, located on the south side of Parvin Road and 2,070± feet east of FM 1385. (COMP-24-0002)

Description of Agenda Item:
The purpose of this request is to amend the Future Land Use Plan from Medium Density Residential to High Density Residential to allow for an age-restricted single-family residential development. The development consists of 525 single-family homes on 191.7± acres, bringing the density of the development to 3.0 units per acre. This exceeds the allowed density within Medium Density Residential of 2.5 units per acre, requiring an amendment to High Density Residential.

Rezoning requests, which do not conform to the Future Land Use Plan, shall be accompanied by a request to amend the Future Land Use Plan. The Comprehensive Plan document anticipates the Town will encounter "development proposals that do not directly reflect the purpose and intent of the land use pattern as shown on the Future Land Use Plan map."

Land use districts designated on the Future Land Use Plan are intended to depict general areas where land uses are considered appropriate for an area, and such districts are not intended to be parcel specific. If the Planning & Zoning Commission and Town Council believe the property is more appropriately classified as High Density Residential on the Future Land Use Plan, then it would be appropriate to reclassify the property.

Comprehensive Factors:
Changes in overall development patterns that deviate from the Future Land Use Plan's recommendations could impact the ultimate capacity of the community.

The Future Land Use Plan states, “it should be incumbent upon the applicant making such a proposal to provide evidence that the proposal meets the aforementioned considerations, supports community goals and objectives as set forth within this Plan, and represents long term economic and/or social benefits for the community as a whole, not just a short-term financial gain for whoever is developing the project.”

The Future Land Use Plan recommends that “development proposals that are inconsistent with the Future Land Use Plan map (or that do not meet its general intent)” should be reviewed based on the following questions and should be reviewed on their own merit. The responses from the applicant to each criterion are listed below:

1. **Will the proposed change enhance the site and the surrounding area?**

    - *“The community sits adjacent to the Doe Branch corridor which provides an abundance of open space not previously accessible to the public. A system of trails and open space enhancements will be elements constructed within the community to connect residents to the Doe Branch ecosystem. The community will be designed in accordance with the zoning and subdivision standards of the Town of Prosper; moreover, the attached Planned Development District will further layout the overall concept for the Prosper Oaks community with its amenities.”*

2. **Is the proposed change a better use than that originally envisioned and depicted on the Future Land Use Plan map?**

    - *“The east portion of the tract aligns with the Future Land Use Plan while the west portion of the tract fulfills a need for senior housing in the Town of Prosper. The proposed uses are in separate school districts, but the entire neighborhood will be marketed and branded as one community.”*

3. **Will the proposed use impact adjacent residential areas in a negative manner?**

    - *Not Answered.*

4. **Will the proposed use be compatible with and/or enhance adjacent residential uses?**

    - *“The residential uses do not change. Moreover, it creates two residential markets (i.e. market rate and age-qualified), thus accelerating completion of the trails systems and providing access to the open spaces along Doe Branch.”*

5. **Are uses adjacent to the proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility?**

    - *“The community will be branded and operated in the same manner. It is currently surrounded and adjacent to both institutional and single-family residential. The compatibility will be carried through in the zoning documents and by way of developing in accordance with the development standards and regulations of the Town of Prosper.”*

6. **Does the proposed use present a significant benefit to the public health, safety, welfare and/or social well-being of the community?**

    - *"No, the change seeks to add public tax base, while at the same time offering a community that fills needed segment of age-qualified, senior housing, capitalizing on a property that is uniquely split between two school districts (i.e. PISD and DISD)."*

7. **Would it contribute to the Town's long-term economic stability?**

    - *Not Answered.*

The Future Land Use Plan also recommends that "it is important to recognize that proposals not directly consistent with the Plan could reflect higher and better long-term uses than those originally envisioned and shown on the Future Land Use Plan map for a particular area. This may be due to changing markets, demographics, and/or economic trends that occur at some point in the future after the Plan is adopted. If such changes occur, and especially if there are demonstrated significant social and/or economic benefits to the Town of Prosper, then these proposals should be approved, and the Future Land Use Plan map should be amended accordingly."

Legal Obligations and Review:
The Town Council is required to hold a Public Hearing prior to acting on an amendment to the Future Land Use Plan.

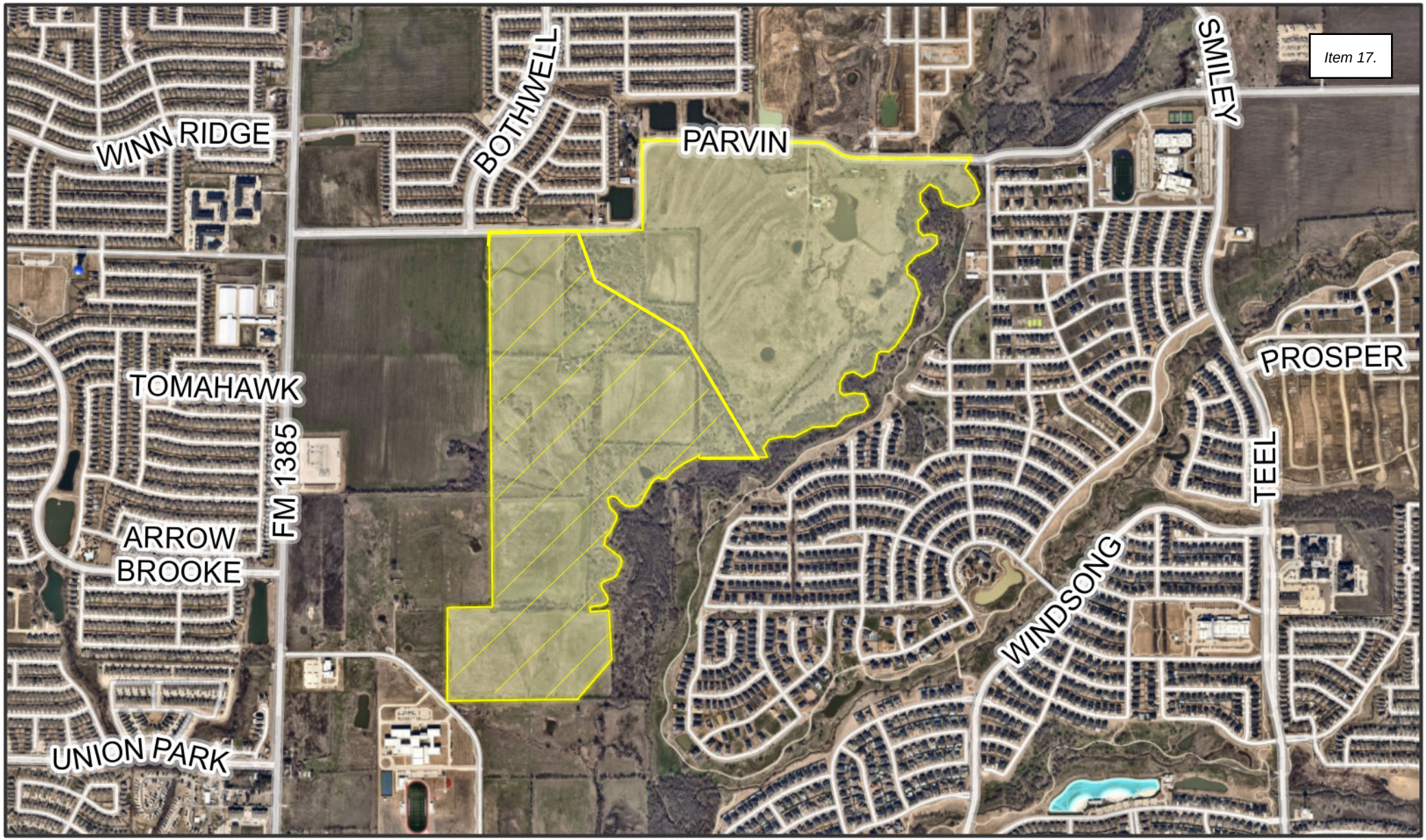
Attached Documents:
1. Aerial Map
2. Future Land Use Exhibit
3. Request Letter
4. Boundary Exhibit
5. PowerPoint Slides

Town Staff Recommendation:
There are two options for a recommendation, subject to the action taken on the companion case (ZONE-24-0022) for the amendment to the Future Land Use Plan:

1. If the Town Council recommends approval of the rezoning request, the Commission should recommend approval of the amendment to the Future Land Use Plan.
2. If the Town Council recommends denial of the rezoning request, the Commission should recommend denial of the amendment to the Future Land Use Plan.

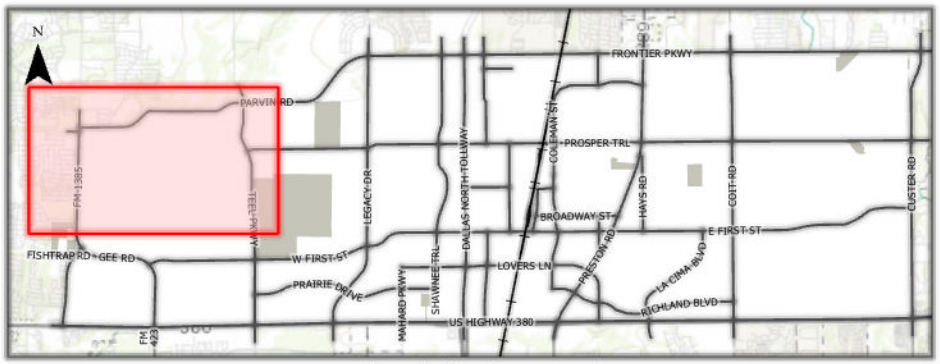
Planning & Zoning Recommendation:
The Planning & Zoning Commission unanimously recommended denial of this item by a vote of 4-0 at their meeting on August 5, 2025, due to recommending denial of the associated zoning case.

Proposed Motion:
I move to approve/deny the request to amend the Future Land Use Plan from Medium Density Residential to High Density Residential, on 191.7± acres, located on the south side of Parvin Road and 2,070± feet east of FM 1385.



TOWN OF PROSPER

0 500 1,000 2,000 Feet



This map for illustration purposes only

COMP-24-0002

Prosper Oaks

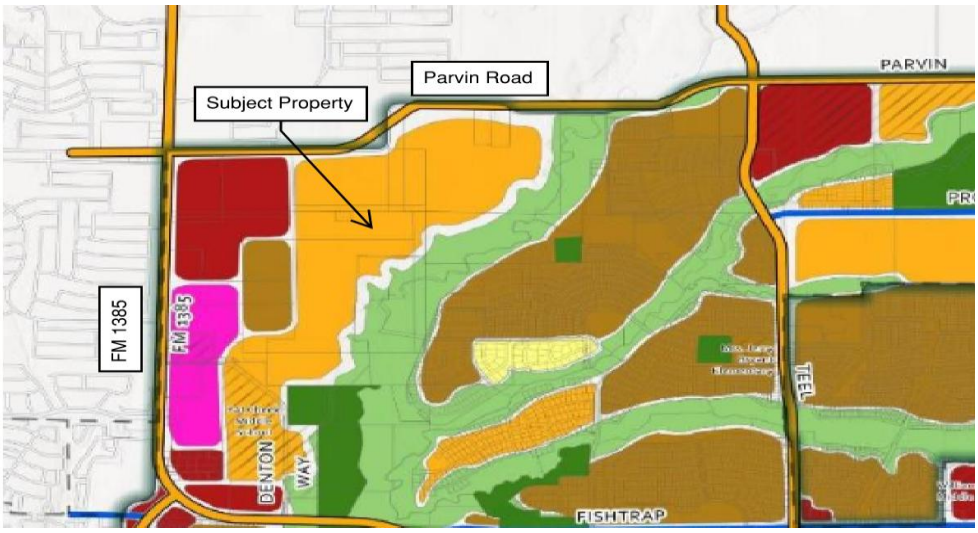
Comprehensive Plan Amendment

Future Land Use Exhibit

Low Density Residential
Medium Density Residential
High Density Residential
Retail & Neighborhood Services
Business Park
Old Town District
Town Center

Dallas North Tollway, Dedicated Truck Route
6 Lane Divided
4 Lane Divided
Commercial Collector
3 Lane Undivided Couplet
Access Roads
Old Town Roads

Dallas North Tollway District
US Highway 380 District
Parks
Floodplain
School District Properties
Town Limits
ETJ



Toll Brothers®
LAND DEVELOPMENT

PAVING THE WAY FOR AMERICA'S LUXURY HOMEBUILDER

February 13, 2025

Suzanne Porter, AICP
Planning Manager
Town of Prosper
250 W. First Street
Prosper, TX 75078

RE: Prosper Oaks FLUP
Prosper, Texas

Dear Ms. Porter,

Toll Brothers is pleased to submit this Letter of Intent with our Future Land Use Plan Amendment for Prosper Oaks which is generally located east of FM 1385, west of Windsong Ranch, north of Noles Road, and South of Parvin Road / Frontier Parkway.

Prosper Oaks will consist of approximately ±800 age-qualified and market rate residential lots situated on approximately 373.0 acres. The east portion of the community will consist of traditional detached single family residential homes with community trails, a central pond feature and amenity center as part of the amenity package. The Future Land Use Plan (FLUP) of the Town of Prosper currently allows the density required for this proposed section as the FLUP depicts this area as medium density residential. We are proposing SF-12.5 and SF-10 on this portion of the tract. However, the west portion is currently designed as a gated, age-qualified, detached single family home community for adults aged 55 and over. It will include an amenity center with a design that will focus on seniors, including, but not limited to, indoor meeting spaces, sports courts and medical office uses. The project will include active and passive amenities for the use of the Prosper Oaks and Prosper residents. The inclusion of the senior housing is not compatible with the current "Low Density" allowed by the current Future Land Use Plan designation is no longer appropriate.

While the land is in the Town of Prosper, this portion of the property is not in Prosper ISD, rather it is in the Denton ISD. To avoid a situation where the community is split between districts, we have elected to brand the community as one community. Moreover, we plan to introduce the senior housing on the Denton ISD side.

With this submittal, included below are response to following questions:

- Will the proposed change enhance the site and the surrounding area?

  Response: The community sits adjacent to the Doe Branch corridor which provides an abundance of open space not previously accessible to the public. A system of trails and open space enhancements will be elements constructed within the community to connect residents to the Doe Branch ecosystem. The community will be designed in accordance with the zoning and subdivision standards of the Town of Prosper; moreover, the attached Planned Development District will further layout the overall concept for the Prosper Oaks community with its amenities.

2555 SW Grapevine Hwy, Suite 100, Grapevine, TX 76051
Phone: (817) 329-8770 Fax: (817) 251-7309

- Is the proposed change a better use than that originally envisioned and depicted on the Future Land Use Plan map?

  Response: The east portion of the tract aligns with the FLUP while the west portion of the tract fulfills a need for senior housing in the Town of Prosper. The proposed uses are in separate school districts, but the entire neighborhood will be marketed and branded as one community.

- Will the proposed use be compatible with and/or enhance adjacent residential uses?

  Response: The residential uses do not change. Moreover, it creates two residential markets (i.e. market rate and age-qualified), thus accelerating completion of the trails systems and providing access to the open spaces along Doe Branch.

- Are uses adjacent to the proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility?

  Response: The community will be branded and operated in the same manner. It is currently surrounded and adjacent to both institutional and single-family residential. The compatibility will be carried through in the zoning documents and by way of developing in accordance with the development standards and regulations of the Town of Prosper.

- Does the proposed use present a significant benefit to the public health, safety, welfare and/or social well-being of the community?

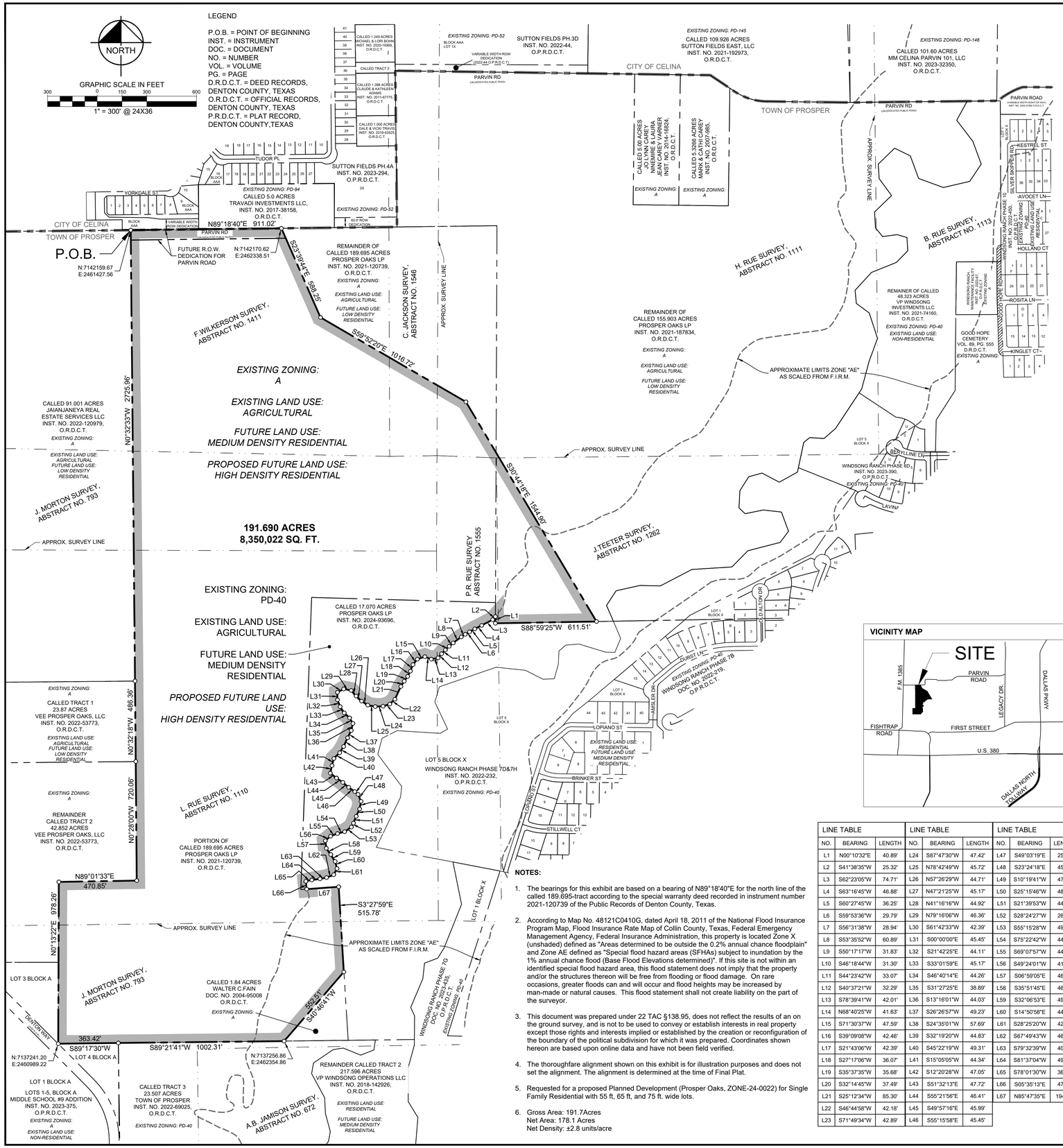
  Response: No. The change seeks to add public tax base, while at the same time offering a community that fills a needed segment of age-qualified, senior housing, capitalizing on a property that is uniquely split between to school districts, i.e. PISD and DISD.

Please contact me at 817-329-7973 should you have any questions regarding our request.

Thank you,



Mike Boswell, VP of Land Development
Dallas/Austin Land Development



NOTES:

1. The bearings for this exhibit are based on a bearing of N89°18'40"E for the north line of the called 189.695-tract according to the special warranty deed recorded in instrument number 2021-120739 of the Public Records of Denton County, Texas.
2. According to Map No. 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" and Zone AE defined as "Special flood hazard areas (SFHAs) subject to inundation by the 1% annual chance flood (Base Flood Elevations determined)". If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
3. This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. Coordinates shown hereon are based upon online data and have not been field verified.
4. The thoroughfare alignment shown on this exhibit is for illustration purposes and does not set the alignment. The alignment is determined at the time of Final Plat.
5. Requested for a proposed Planned Development (Prosper Oaks, ZONE-24-0022) for Single Family Residential with 55 ft, 65 ft, and 75 ft. wide lots.
6. Gross Area: 191.7Acres
   Net Area: 178.1 Acres
   Net Density: ±2.8 units/acre

LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N00°10'32"E	40.89'	L24	S87°47'30"W	47.42'	L47	S49°03'19"E	25.79'
L2	S41°38'35"W	25.32'	L25	N78°42'49"W	45.72'	L48	S23°24'18"E	45.63'
L3	S62°23'05"W	74.71'	L26	N57°26'29"W	44.71'	L49	S10°19'41"W	47.19'
L4	S63°16'45"W	46.88'	L27	N47°21'25"W	45.17'	L50	S25°15'46"W	48.85'
L5	S60°27'45"W	36.25'	L28	N41°16'16"W	44.92'	L51	S21°39'53"W	44.51'
L6	S59°53'36"W	29.79'	L29	N79°16'06"W	46.36'	L52	S28°24'27"W	26.50'
L7	S56°31'38"W	28.94'	L30	S61°42'33"W	42.39'	L53	S55°15'28"W	49.81'
L8	S53°35'52"W	60.89'	L31	S00°00'00"E	45.45'	L54	S75°22'42"W	44.43'
L9	S50°17'17"W	31.83'	L32	S21°42'25"E	44.11'	L55	S69°07'57"W	44.61'
L10	S46°18'44"W	31.30'	L33	S33°01'59"E	45.17'	L56	S49°24'01"W	41.71'
L11	S44°23'42"W	33.07'	L34	S46°40'14"E	44.26'	L57	S06°59'05"E	46.31'
L12	S40°37'21"W	32.29'	L35	S31°27'25"E	38.89'	L58	S35°51'45"E	46.30'
L13	S78°39'41"W	42.01'	L36	S13°16'01"W	44.03'	L59	S32°06'53"E	49.72'
L14	N68°40'25"W	41.63'	L37	S26°26'57"W	49.23'	L60	S14°50'58"E	44.18'
L15	S71°30'37"W	47.59'	L38	S24°35'01"W	57.69'	L61	S28°25'20"W	42.52'
L16	S39°09'08"W	42.46'	L39	S32°19'20"W	44.83'	L62	S67°49'43"W	46.70'
L17	S21°43'06"W	42.39'	L40	S45°22'19"W	49.31'	L63	S79°32'39"W	40.33'
L18	S27°17'06"W	36.07'	L41	S15°05'05"W	44.34'	L64	S81°37'04"W	49.99'
L19	S35°37'35"W	35.68'	L42	S12°20'28"W	47.05'	L65	S78°01'30"W	36.45'
L20	S32°14'45"W	37.49'	L43	S51°32'13"E	47.72'	L66	S05°35'13"E	47.57'
L21	S25°12'34"W	85.30'	L44	S55°21'56"E	46.41'	L67	N85°47'35"E	194.03'
L22	S46°44'58"W	42.18'	L45	S49°57'16"E	45.99'			
L23	S71°49'34"W	42.89'	L46	S55°15'58"E	45.45'			

DESCRIPTION OF PROPERTY:

BEING a tract of land situated in the L. Rue Survey, Abstract No. 1110, the H. Rue Survey Abstract No. 1111, the P.R. Rue Survey, Abstract No. 1555, the C. Jackson Survey, Abstract No. 1546, the F. Wilkerson Survey, Abstract No. 1411, the J. Morton Survey, Abstract No. 793, and the J. Teeter Survey, Abstract 1262, Denton County, Texas and being a portion of a called 189.695-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-120739, Official Records, Denton County, Texas, and a portion of a called 155.903-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-187834, said Official Records, and all of a called 17.070 acre tract of land described in a deed to Prosper Oaks LP, described in a deed to Prosper Oaks LP, recorded in Instrument No. 2024-93696, said Official Records, and being more particularly described as follows:

BEGINNING at a point in Parvin Road (a public road) for the northwest corner of said 189.695-acre tract and the northeast corner of a called 91.001-acre tract of land described in a deed to Jaianjaneya Real Estate Services LLC, recorded in Instrument No. 2022-120979, said Official Records, also being on the south line of Sutton Fields Phase 4A, recorded in Instrument No, 2023-294, Plat Records, Denton County, Texas;

THENCE North 89°18'40" East, along the northerly line of said 189.695-acre tract, a distance of 911.02 feet to a point for corner;

THENCE departing said northerly line and crossing said 189.695-acre tract and said 155.903-acre tract, the following courses and distances;

South 23°39'44" East, a distance of 588.25 feet to a point for corner;

South 59°52'20" East, a distance of 1,016.72 feet to a point for corner;

South 30°44'18" East, a distance of 1,544.90 feet to being on the southerly line of said 155.903-acre tract and the northerly line of called Tract 2, described in a deed to VP Windsong Operations LLC, recorded in Instrument No. 2018-142926, said Official Records;

THENCE South 88°59'25" West, along the southerly line of said 155.903 acre tract and the northerly line of said Tract 2, a distance of 611.51 feet to the southerly southwest corner of said 155.903 acre tract, common to an ell corner of said Tract 2;

THENCE North 00°10'32" East, along the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, a distance of 40.89 feet to the northernmost southeast corner of aforesaid 17.070 acre tract;

THENCE departing the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, and along the easterly line of said 17.070 acre tract, the following courses and distances:

South 41°38'35" West, a distance of 25.32 feet to a point for corner;

South 62°23'05" West, a distance of 74.71 feet to a point for corner;

South 63°16'45" West, a distance of 46.88 feet to a point for corner;

South 60°27'45" West, a distance of 36.25 feet to a point for corner;

South 59°53'36" West, a distance of 29.79 feet to a point for corner;

South 56°31'38" West, a distance of 28.94 feet to a point for corner;

South 53°35'52" West, a distance of 60.89 feet to a point for corner;

South 50°17'17" West, a distance of 31.83 feet to a point for corner;

South 46°18'44" West, a distance of 31.30 feet to a point for corner;

South 44°23'42" West, a distance of 33.07 feet to a point for corner;

South 40°37'21" West, a distance of 32.29 feet to a point for corner;

South 78°39'41" West, a distance of 42.01 feet to a point for corner;

North 68°40'25" West, a distance of 41.63 feet to a point for corner;

South 71°30'37" West, a distance of 47.59 feet to a point for corner;

South 39°09'08" West, a distance of 42.46 feet to a point for corner;

South 21°43'06" West, a distance of 42.39 feet to a point for corner;

South 27°17'06" West, a distance of 36.07 feet to a point for corner;

South 35°37'35" West, a distance of 35.68 feet to a point for corner;

South 32°14'45" West, a distance of 37.49 feet to a point for corner;

South 25°12'34" West, a distance of 85.30 feet to a point for corner;

South 46°44'58" West, a distance of 42.18 feet to a point for corner;

South 71°49'34" West, a distance of 42.89 feet to a point for corner;

South 87°47'30" West, a distance of 47.42 feet to a point for corner;

North 78°42'49" West, a distance of 45.72 feet to a point for corner;

North 57°26'29" West, a distance of 44.71 feet to a point for corner;

North 47°21'25" West, a distance of 45.17 feet to a point for corner;

North 41°16'16" West, a distance of 44.92 feet to a point for corner;

North 79°16'06" West, a distance of 46.36 feet to a point for corner;

North 61°42'33" West, a distance of 42.39 feet to a point for corner;

North 00°00'00" East, a distance of 45.45 feet to a point for corner;

North 21°42'25" East, a distance of 44.11 feet to a point for corner;

North 33°01'59" East, a distance of 45.17 feet to a point for corner;

North 46°40'14" East, a distance of 44.26 feet to a point for corner;

North 31°27'25" East, a distance of 38.89 feet to a point for corner;

North 13°16'01" West, a distance of 44.03 feet to a point for corner;

North 26°26'57" West, a distance of 49.23 feet to a point for corner;

North 24°35'01" West, a distance of 57.69 feet to a point for corner;

North 32°19'20" West, a distance of 44.83 feet to a point for corner;

North 45°22'19" West, a distance of 49.31 feet to a point for corner;

North 15°05'05" West, a distance of 44.34 feet to a point for corner;

North 12°20'28" West, a distance of 47.05 feet to a point for corner;

North 51°32'13" East, a distance of 47.72 feet to a point for corner;

North 55°21'56" East, a distance of 46.41 feet to a point for corner;

North 49°57'16" East, a distance of 45.99 feet to a point for corner;

North 55°15'58" East, a distance of 45.45 feet to a point for corner;

North 49°03'19" East, a distance of 25.79 feet to a point for corner;

North 23°24'18" East, a distance of 45.63 feet to a point for corner;

North 10°19'41" West, a distance of 47.19 feet to a point for corner;

North 25°15'46" West, a distance of 48.85 feet to a point for corner;

North 21°39'53" West, a distance of 44.51 feet to a point for corner;

North 28°24'27" West, a distance of 26.50 feet to a point for corner;

North 55°15'28" West, a distance of 49.81 feet to a point for corner;

North 75°22'42" West, a distance of 44.43 feet to a point for corner;

North 69°07'57" West, a distance of 44.61 feet to a point for corner;

North 49°24'01" West, a distance of 41.71 feet to a point for corner;

North 06°59'05" East, a distance of 46.31 feet to a point for corner;

North 35°51'45" East, a distance of 46.30 feet to a point for corner;

North 32°06'53" East, a distance of 49.72 feet to a point for corner;

North 14°50'58" East, a distance of 44.18 feet to a point for corner;

North 28°25'20" West, a distance of 42.52 feet to a point for corner;

North 67°49'43" West, a distance of 46.70 feet to a point for corner;

North 79°32'39" West, a distance of 40.33 feet to a point for corner;

North 81°37'04" West, a distance of 49.99 feet to a point for corner;

North 78°01'30" West, a distance of 36.45 feet to a point for corner;

North 05°35'13" East, a distance of 47.57 feet to the southernmost southeast corner of said 17.070 acre tract, being on the westerly line of said Tract 2 and the easterly line of aforesaid 189.695 acre tract;

THENCE North 85°47'35" East, along the westerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 194.03 feet to an ell corner of said Tract 2, common to a northeast corner of said 189.695 acre tract;

THENCE South 03°27'59" East, continuing along the westerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 515.78 feet to the northerly southeast corner of said 189.695 acre tract, common to the north corner of a called 1.84-acre tract of land described in a certified copy of probate to Walter C. Fain, recorded in Document No. 2004-95008, said Official Records;

THENCE South 40°46'41" West, departing said westerly line, and along the northwesterly line of said 1.84-acre tract, same being the southeasterly line of said 189.695-acre tract, a distance of 552.51 feet to the southwest corner of said 1.84-acre tract, also being on the northerly line of a called 23.507 acre tract of land described as Tract 3 in a deed to Town of Prosper, as recorded in Instrument No. 2022-69025, said Official Records;

THENCE South 89°21'41" West, along the northerly line of said Tract 3, and said southerly line, a distance of 1,002.31 feet to the northwest corner of said Tract 3 and the easternmost northeast corner of the Middle School #9 Addition, recorded in Instrument No. 2023-375, said Plat Records;

THENCE South 89°17'30" West, continuing along said southerly line, and along the northerly line of said Middle School #9 Addition, a distance of 363.42 feet to the southwest corner of said 189.695-acre tract, common to an ell corner of said Middle School #9 Addition;

THENCE along the westerly line of said 189.695-acre tract, and the easterly line of said Middle School addition, and a called Tract 1 and a called Tract 2, described in a deed to VEE Prosper Oaks, LLC, recorded in Instrument No. 2022-53773, said Official Records, and the aforesaid 91.001-acre tract, the following courses and distances:

North 00°13'22" East, a distance of 978.26 feet to an ell corner of said Tract 2, common to the southernmost northwest corner of said 189.695-acre tract;

North 89°01'33" East, a distance of 470.85 feet to an ell corner of said 189.695-acre tract;

North 00°28'00" West, a distance of 720.06 feet to the northeast corner of said Tract 2, common to the southeast corner of said Tract 1;

North 00°32'18" West, a distance of 486.36 feet to the northeast corner of said Tract 1, common to the southeast corner of said 91.001-acre tract;

North 00°32'33" West, a distance of 2,725.96 feet to the **POINT OF BEGINNING** and containing 8,350,022 square feet or 191.690 acres of land, more or less.

EXHIBIT A-1
PROSPER OAKS
191.690 ACRES

CASE NO. COMP-24-0002

L. RUE SURVEY, ABSTRACT NO. 1110; H. RUE SURVEY, ABSTRACT NO. 1111; P.R. RUE SURVEY, ABSTRACT NO. 1555; C. JACKSON SURVEY, ABSTRACT NO. 1546; F. WILKERSON SURVEY, ABSTRACT NO. 1411; J. MORTON SURVEY, ABSTRACT NO. 793; J. TEETER SURVEY, ABSTRACT 1262
TOWN OF PROSPER, DENTON AND COLLIN COUNTY, TEXAS
PREPARATION DATE: JUNE 30, 2025

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Tel. No. (972) 335-3580
FIRM # 10193822
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 300'	GGL	KHA	06/30/2025	068625036	1 OF 1

SYLVIANA GUNAWAN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6461
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
sylviana.gunawan@kimley-horn.com

STATE OF TEXAS REGISTERED SYLVIANA GUNAWAN 6461 PROFESSIONAL LAND SURVEYOR

OWNER:
Prosper Oaks LP
9111 Cypress Waters Blvd.
Suite 140
Coppell, Texas 75019
Ph: (937)-219-4987
Contact: Vijay Borra

DEVELOPER:
Toll Southwest, LLC.
2555 SW Grapevine Parkway
Grapevine, TX 76051
Ph: (817) 329-7973
contact: Mike Boswell

ENGINEER:
Kimley-Horn and Associates, Inc.
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Ph: 972.335.3580
Contact: Casey Ross, P.E.

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6/30/2025 10:39 AM GUNAWAN, SYLVIANA 6/30/2025 10:40 AM LAST SAVED
G:\NAME_K-FRI_SURVEY\068625036-PROSPER OAKS - TOWN OF PROSPER\ENGV\068625036 FIUP WEST PROPERTY.DWG PLOTTED BY

Comprehensive Plan Amendment
Prosper Oaks
(COMP-24-0002)

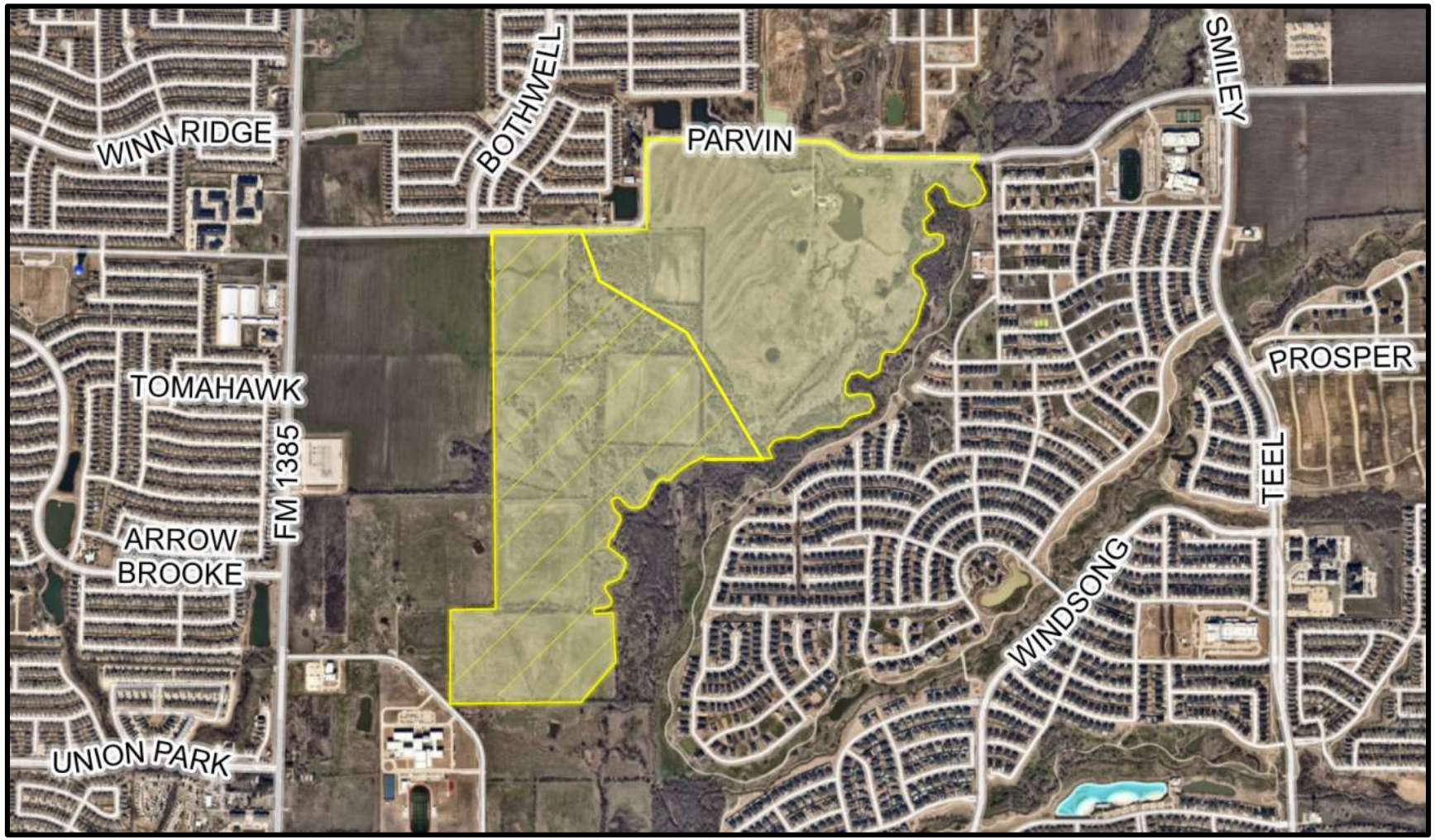
Agenda Item

Conduct a Public Hearing and consider and act upon a request to amend the Future Land Use Plan from Medium Density Residential to High Density Residential, on 191.7± acres, located on the south side of Parvin Road and 2,070± feet east of FM 1385. (COMP-24-0002)

Proposal

Purpose:

- Construct a maximum of 525 age-restricted single-family homes on 191.7 acres (175.6 net acres).
    - Lot sizes ranging from 7,500 square feet to 10,000 square feet with an overall density of 3.0 units per acre.


WINN RIDGE
BOTHWELL
PARVIN
SMILEY
TOMAHAWK
FM 1385
PROSPER
TEEL
ARROW
BROOKE
WINDSONG
UNION PARK

Future Land Use Plan

Medium Density Residential (Current Designation):

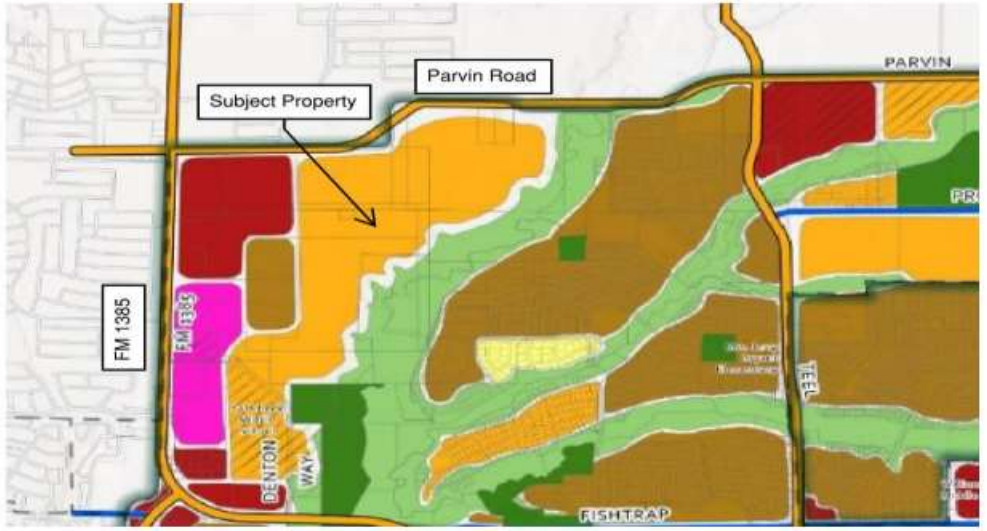
- Recommends single-family detached dwelling units on lots ranging from 12,500 square feet to 20,000 square feet.
- Neighborhoods may have a variation of lot sizes provided that the density is within 1.6 to 2.5 dwellings units per acre.

High Density Residential (Proposed Designation):

- Recommends single-family detached dwelling units on lots that are smaller than 10,000 square feet.
- Neighborhoods have a density greater than 2.5 units per acre.

Future Land Use Exhibit

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Retail & Neighborhood Services
- Business Park
- Old Town District
- Town Center
- Dallas North Tollway, Dedicated Truck Route
- 6 Lane Divided
- 4 Lane Divided
- Commercial Collector
- 3 Lane Undivided Couplet
- Access Roads
- Old Town Roads
- Dallas North Tollway District
- US Highway 380 District
- Parks
- Floodplain
- School District Properties
- Town Limits
- ETJ



Comprehensive Factors

Criterion #1:

- Will the proposed change enhance the site and the surrounding area?
    - *"The community sits adjacent to the Doe Branch corridor which provides an abundance of open space not previously accessible to the public. A system of trails and open space enhancements will be elements constructed within the community to connect residents to the Doe Branch ecosystem. The community will be designed in accordance with the zoning and subdivision standards of the Town of Prosper; moreover, the attached Planned Development District will further layout the overall concept for the Prosper Oaks community with its amenities."*

Comprehensive Factors Cont.

Criterion #2:

- Is the proposed change a better use than that originally envisioned and depicted on the Future Land Use Plan map?
    - *"The east portion of the tract aligns with the Future Land Use Plan while the west portion of the tract fulfills a need for senior housing in the Town of Prosper. The proposed uses are in separate school districts, but the entire neighborhood will be marketed and branded as one community."*

Comprehensive Factors Cont.

Criterion #3:

- Will the proposed use impact adjacent residential areas in a negative manner?
    - *Not Answered.*

Comprehensive Factors Cont.

Criterion #4:

- Will the proposed use be compatible with and/or enhance adjacent residential uses?
    - *"The residential uses do not change. Moreover, it creates two residential markets (i.e. market rate and age-qualified), thus accelerating completion of the trails systems and providing access to the open spaces along Doe Branch."*

Comprehensive Factors Cont.

Criterion #5:

- Are uses adjacent to the proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility?
    - *"The community will be branded and operated in the same manner. It is currently surrounded and adjacent to both institutional and single-family residential. The compatibility will be carried through in the zoning documents and by way of developing in accordance with the development standards and regulations of the Town of Prosper."*

Comprehensive Factors Cont.

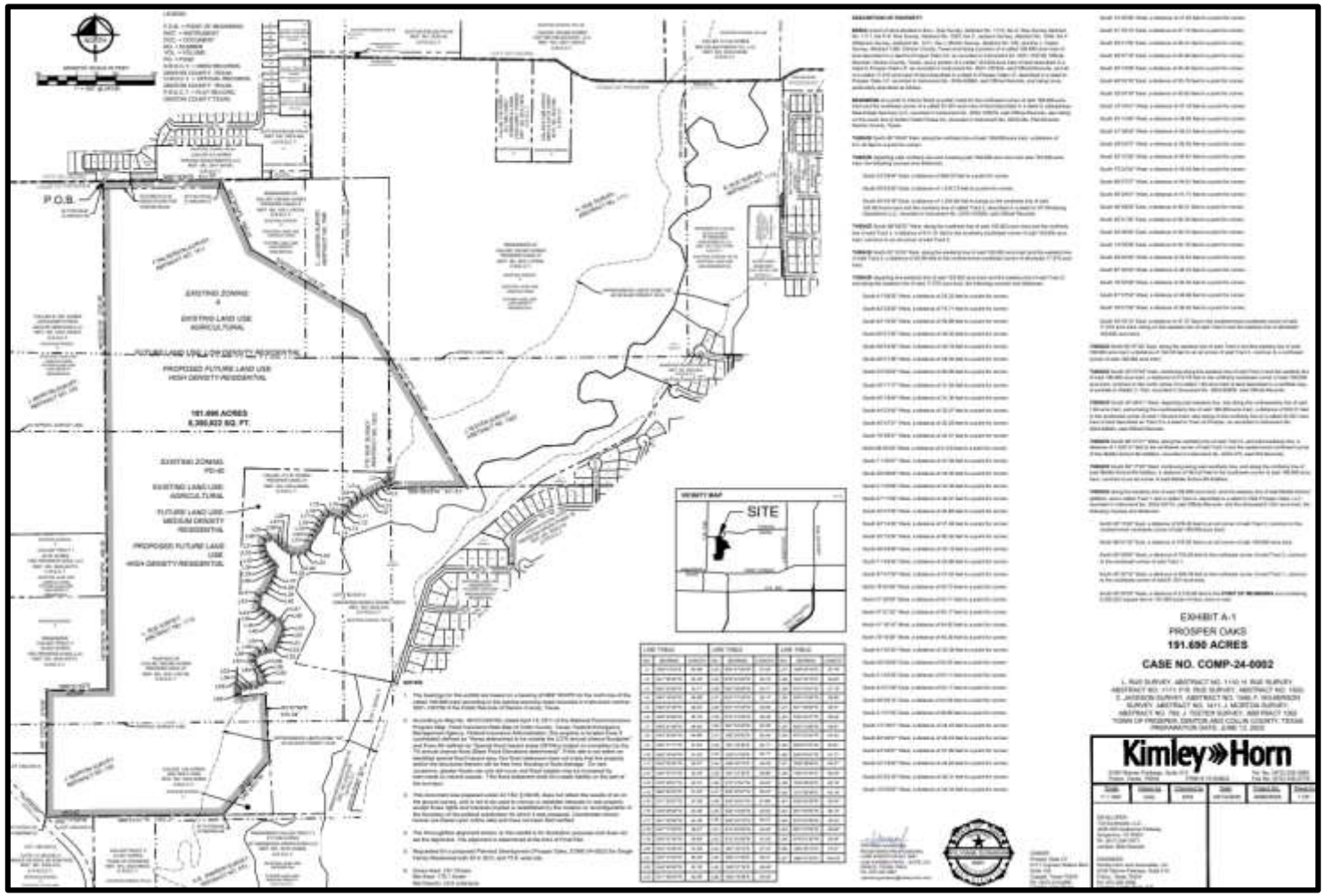
Criterion #6:

- Does the proposed use present a significant benefit to the public health, safety, welfare and/or social well-being of the community?
    - *"No, the change seeks to add public tax base, while at the same time offering a community that fills needed segment of age-qualified, senior housing, capitalizing on a property that is uniquely split between two school districts (i.e. PISD and DISD)."*

Comprehensive Factors Cont.

Criterion #7:

- Would it contribute to the Town's long-term economic stability?
    - *Not Answered.*


P.O.B.
EXISTING ZONING
A
EXISTING LAND USE
AGRICULTURAL
PROPOSED FUTURE LAND USE
HIGH DENSITY RESIDENTIAL
191.696 ACRES
8,350,922 SQ. FT.
EXISTING ZONING
PD-42
EXISTING LAND USE
AGRICULTURAL
FUTURE LAND USE
MEDIUM DENSITY RESIDENTIAL
PROPOSED FUTURE LAND USE
HIGH DENSITY RESIDENTIAL
VICINITY MAP
SITE
EXHIBIT A-1
PROSPER OAKS
191.696 ACRES
CASE NO. CONP-24-0002
Kimley»Horn

Recommendation

Town Staff:

- Approval, if zoning case is approved.
- Denial, if zoning case is denied.

Planning & Zoning Commission:

- Denial (4-0)
    - Due to recommending denial for the associated zoning case.