



AGENDA
Planning and Zoning Commission
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, November 03, 2026
6:30 PM

Welcome to the Prosper Planning and Zoning Commission Meeting.

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

Addressing the Planning and Zoning Commission:

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

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

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

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

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

1. Call to Order / Roll Call.
2. Pledge of Allegiance.
3. Election of Officers

CONSENT AGENDA:

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

- 4a. Consider and act upon the work session minutes from the October 20, 2026, Planning and Zoning Commission meeting.
- 4b. Consider and act upon the regular minutes from the October 20, 2026, Planning and Zoning Commission meeting.

CITIZEN COMMENTS

The public is invited to address the Commission on any topic. However, the Commission is unable to discuss or take action on any topic not listed on this agenda. Please complete a "Citizen Comment Request Form" and present it to Town Staff prior to the meeting. Comments are limited up to three minutes with a cumulative total for Citizens' Comments not to exceed 15 minutes.

REGULAR AGENDA:

Pursuant to Section 551.007 of the Texas Government Code, any individuals wishing to address the Commission during a Public Hearing item, will be recognized when the public hearing is opened. A "Public Hearing Comment Request Form" must be completed and presented to Town Staff prior to the meeting. Comments are limited up to three minutes. If multiple individuals wish to speak, they may yield their three minutes to one individual appointed to speak on their behalf. All individuals yielding their time must be present at the meeting, and the appointed individual will be limited to a total of 15 minutes. Comments during a public hearing are limited to a cumulative total of 60 minutes for those in favor of an item, and 60 minutes for those in opposition to an item.

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

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Wednesday, October 28, 2026 and remained so posted at least three (3) business days before said meeting was convened.

Michelle Lewis Sirianni, Town Secretary

Date Notice Removed

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

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



MINUTES
Prosper Planning and Zoning Commission
Work Session
Prosper Town Hall – Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, October 20, 2026
5:00 PM

Call to Order / Roll Call

The meeting was called to order at 5:00 p.m.

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

Absent: Deborah Daniel

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

Other(s) Present: Terry Welch, Town Attorney

Executive Session

The Commission recessed into Executive Session at 5:00 p.m.

Reconvene into Work Session.

The Commission reconvened into Work Session at 6:24 p.m.

Items for Individual Consideration:

1. Discuss items on the October 20, 2026, Planning and Zoning Commission agenda.

Town Staff provided an overview of Consent Agenda Items 3a–3j.

For Item 3c, Staff confirmed that the cemetery was excluded from the proposed lot.

The Commission reviewed Item 3h, discussing open space requirements, fire lanes, and landscape buffers. Additionally, there were inconsistencies regarding lot labeling, minimum parking requirements, and open space percentages. Staff noted that the open space plan needed to be revised to reflect the updates shown on the site plan. The Commission expressed concerns regarding the errors and the expectation that it should be addressed.

The Commission discussed Item 3j, including the proposed connection to U.S. Highway 380 and the anticipated development timeline. Staff provided clarification regarding right-of-way connections and project phasing.

Town Staff provided an overview of Item 4.

The Commission and Staff discussed definitions of retail uses, base zoning, permitted uses, and applicable requirements and conditions for alcoholic beverage establishments. The Commission and Staff also discussed removing permitted uses from the ordinance that could create confusion.

The Commission requested clarification regarding changes made since the previous regarding this property.

2. Adjourn.

The work session was adjourned at 7:01 p.m.

Michelle Crowe, Senior Administrative Assistant

Glen Blanscet, Secretary



MINUTES
Prosper Planning and Zoning Commission
Regular Meeting
Prosper Town Hall – Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, October 20, 2026
7:00 PM

1. Call to Order / Roll Call

The meeting was called to order at 7:11 PM

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

Absent: Deborah Daniel

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

Other(s) Present: Terry Welch, Town Attorney

2. Recitation of the Pledge of Allegiance.

CONSENT AGENDA:

- 3a. Consider and act upon the work session minutes from the September 15, 2026, Planning and Zoning Commission meeting.
- 3b. Consider and act upon the regular minutes from the September 15, 2026, Planning and Zoning Commission meeting.
- 3c. Consider and act upon a request for a Conveyance Plat for Windsong Ranch Open Space 2, Block X, Lot 1, on 23.8± acres, located on the northwest corner of Glass Lane and Berylline Lane. (DEVAPP-26-0052)
- 3d. Consider and act upon a request for a Conveyance Plat for Windsong Ranch Open Space 3, Block X, Lots 1-2, on 83.9± acres, located on the north side of First Street and 1,500± feet west of Windsong Parkway. (DEVAPP-26-0053)
- 3e. Consider and act upon a request for a Conveyance Plat for Windsong Ranch Open Space 4, Block X, Lot 1, on 19.6± acres, located on the southwest corner of Windsong Parkway and Bluestem Drive. (DEVAPP-26-0054)
- 3f. Consider and act upon a request for a Conveyance Plat for Windsong Ranch Open Space 5, Block X, Lot 1, on 1.6± acres, located on the east side of Windsong Parkway and 1,115± feet north of University Drive. (DEVAPP-26-0055)
- 3g. Consider and act upon a request for a Conveyance Plat for Windsong Ranch Open Space 6, Block X, Lot 1, on 13.0± acres, located on the west side of Teel Parkway and 965± feet north of University Drive. (DEVAPP-26-0056)
- 3h. Consider and act upon a request for a Preliminary Site Plan for a Bank and a Medical Office/Retail Building on Jobe Addition, Block A, Lots 1 and 2, on 3.2± acres, located on the east side of Preston Road and 490± feet north of Lovers Lane. (DEVAPP-26-0068)

- 3i. Consider and act upon a request for a Conveyance Plat for Jobe Addition, Block A, Lots 1 and 2, on 3.2± acres, located on the east side of Preston Road and 490± feet north of Lovers Lane. (DEVAPP-26-0083)**
- 3j. Consider and act upon a request for a Final Plat of Mirabella Way, Block A, Lot 1X, on 1.3± acres, located on the north side of University Drive and 3,000± feet east of Lakewood Drive. (DEVAPP-26-0082)**

Commissioner Hamilton made a motion to approve Items 3a through 3j. The motion was seconded by Commissioner Carson. The motion was carried unanimously by a vote of 6-0 subject to the typographical corrections being made on Item 3h.

CITIZEN COMMENTS

No Comments were made.

REGULAR AGENDA:

- 4. Conduct a Public Hearing and consider and act upon a request to amend a portion of Planned Development-31 to create a new Planned Development on Saddle Creek Commercial, Block A, Lots 2R and 3, for non-residential uses (office, restaurant, retail), on 13.6± acres, located on the west side of Preston Road, 225± feet north of Prosper Trail. (ZONE-26-0012)**

Ms. Porter presented Item 4, noting the modifications made from the previous zoning submission for this site, including building setbacks, dumpster locations, addition of a building along Preston Road, building materials, and noted that the lot coverage proposed is 20 percent. Staff recommends modifications to the dumpster locations and uses as noted in the staff report.

Vice Chair Carson requested clarification on the landscaping buffer and the basis for staff's recommendations for the removal of selected uses. Ms. Porter confirmed a 15-foot minimum buffer plus ten feet for utility easement and retaining wall are located along the west property line and stated the five uses were identified as concerns based on comments made when the previous zoning submission was considered in August.

Commissioners Hamilton and Secretary Blanscet requested explanation of the dumpster recommendations. Mr. Hoover stated the shift allows the truck service to be on the east side of the buildings, further from the residential property.

Secretary Blanscet discussed confirming lot coverage, mentioning that the lot coverage on the plan was less than twenty percent. He also requested clarification regarding the architectural standards listed in the existing Planned Development and whether they applied to this proposal, as well as the validity of the approved preliminary site plan should this zoning be approved. Ms. Porter confirmed that the articulation standards were removed and that the proposed facades meet current articulations requirements. Ms. Porter stated the prior preliminary site plan would become void upon zoning change.

Mr. Kanaga, the applicant's architect, presented information about the proposal and what modifications were made with this new conceptual plan, including lot coverage at approximately eighteen percent, modifying the second floor of the northern building to comply with the 150-foot setback and the additional structure along Preston Road. He expressed that the applicant is opposed to removing Gymnastics/Dance Studio and Health/Fitness Center from the list of permitted uses. The applicant has no objection to removal of the dumpster located at the southwest corner of the property but does object to shifting the dumpsters servicing the

westernmost buildings as it would be undesirable to have them near the front entries to the building.

The public hearing was opened at 8:03 p.m.

The following individuals spoke in opposition:

- Judi Manning, 1300 Clipstone Drive
- John Perry, 1240 Packsaddle Trail
- Andrew Coonrade, 911 Packsaddle Trail
- Jared Socal, 1220 Packsaddle Trail
- Christine Perry, 1240 Packsaddle Trail
- Aleen Pachowski, 3792 Dew Barry Lane
- Greg Acher, 1140 Circle Jay
- Lisa Archbeck, 1141 Circle Jay
- Matt Lineberger, 1161 Circle Jay

The public hearing was closed at 8:45 p.m.

Commissioner Furay inquired about alcoholic beverage establishments. Mr. Hoover confirmed bars are prohibited in the Town of Prosper; restaurants may serve alcohol under appropriate TABC licenses.

Commissioner Furay noted that under current zoning, retail is limited to six acres without specified location, which could allow buildings with restaurants as close as forty to sixty feet from residences. The primary change under the proposed Planned Development is the allowance of retail uses.

Secretary Blanscet raised questions regarding open space and compliance with the current ordinance standard of twelve percent, whereas the plan has 10.8 percent open space, and traffic. Ms. Porter and Mr. Hoover confirmed that the standards regarding open space requirements and the open space plan exhibit will both be used to evaluate compliance when development plans are submitted. Should there be significant deviations, the plans would be presented to the Commission for consideration.

Commissioner Hamilton stated he does not object to Gymnastics/Dance Studio or Health/Fitness Center uses and emphasized the improved setbacks and quality of activated open space under the proposal.

There was discussion regarding whether there as the potential for a large-format grocery or fitness facility. Mr. Hoover and Town Attorney Welch stated that the conceptual plan and text together establish the development intent. Material changes to building configuration, scale, or open space would require return to the Commission and would not be treated as minor amendments. Vice Chair Carson expressed comfort retaining grocery store use within the framework of the approved plan and square footages.

Commissioner Hamilton supported removal of the dumpster near the pond but expressed concern about relocating other dumpsters to building fronts.

Vice Chair Carson made a motion to approve Item 4, subject to modifications. The motion was seconded by Commissioner Hamilton. The motion was carried unanimously by a vote of 6 to 0. The following are the modifications per the motion:

- Removal of the following permitted uses:
 - Alcoholic Beverage Establishment
 - Insurance Office
 - Government Office
 - Massage Therapy
 - The following uses require a Specific Use Permit:
 - Gymnastics/Dance Studio
 - Health/Fitness Studio
 - Grocery Store
 - Open Space shall be provided at 10.8% as shown on the Open Space Plan
 - Confirming setbacks adjacent to residential property, as shown on the plan, to be:
 - 80 feet for one-story buildings
 - 150 feet for two-story buildings
 - Dumpster at far southwest corner, adjacent to Building 4, is to be removed and the dumpster located at Building 5B is to be moved, as needed, to benefit the residents in balance with the current dumpster guidelines.
- 5. Review actions taken by the Town Council and possibly direct Town Staff to schedule topic(s) for discussion at a future meeting.**

Ms. Porter informed the Commissioners of past Town Council actions and upcoming cases for Planning and Zoning Commission consideration.

Vice Chair Carson noted he will not be available to attend the November 3, 2026, Planning and Zoning Commission Meeting.

6. Adjourn

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

The meeting was adjourned at 10:08 p.m.

Michelle Crowe, Senior Administrative Assistant

Glen Blanscet, Secretary



PLANNING

To: Planning and Zoning Commission **Item No. 5**

From: Jerron Hicks, Planner

Through: David Hoover, AICP, Director of Development Services

Cc: Suzanne Porter, AICP, Planning Manager

Re: Planned Development for 490 Business Park

Meeting: November 3, 2026

Agenda Item:

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

History:

On September 15, 2026, the Planning and Zoning Commission recommended denial of ZONE-26-0004 by a vote of 5 to 1 (Chair Jackson absent). On October 13, 2026, the Town Council voted 7 to 0 to remand the item to the Planning and Zoning Commission for further consideration at its November 3, 2026, meeting.

Description of Agenda Item:

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

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

Future Land Use Plan:

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



Zoning:

The property is zoned Agriculture.

Compatibility:

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

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

District Regulations:

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

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

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

Uses:

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

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

Building Materials:

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

Business Park Drive:

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

Landscaping:

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

Perimeter Landscaping:

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

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

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

Interior Parking Lot Landscaping

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

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

Open Space:

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

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

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

Detention:

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

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

Screening:

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

Parks Master Plan:

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

Legal Obligations and Review:

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

Attached Documents:

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

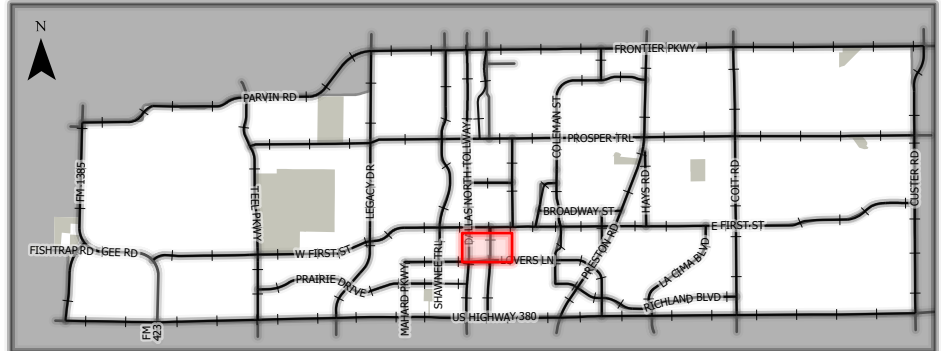
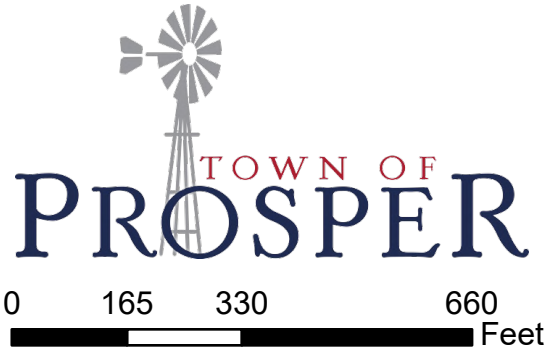
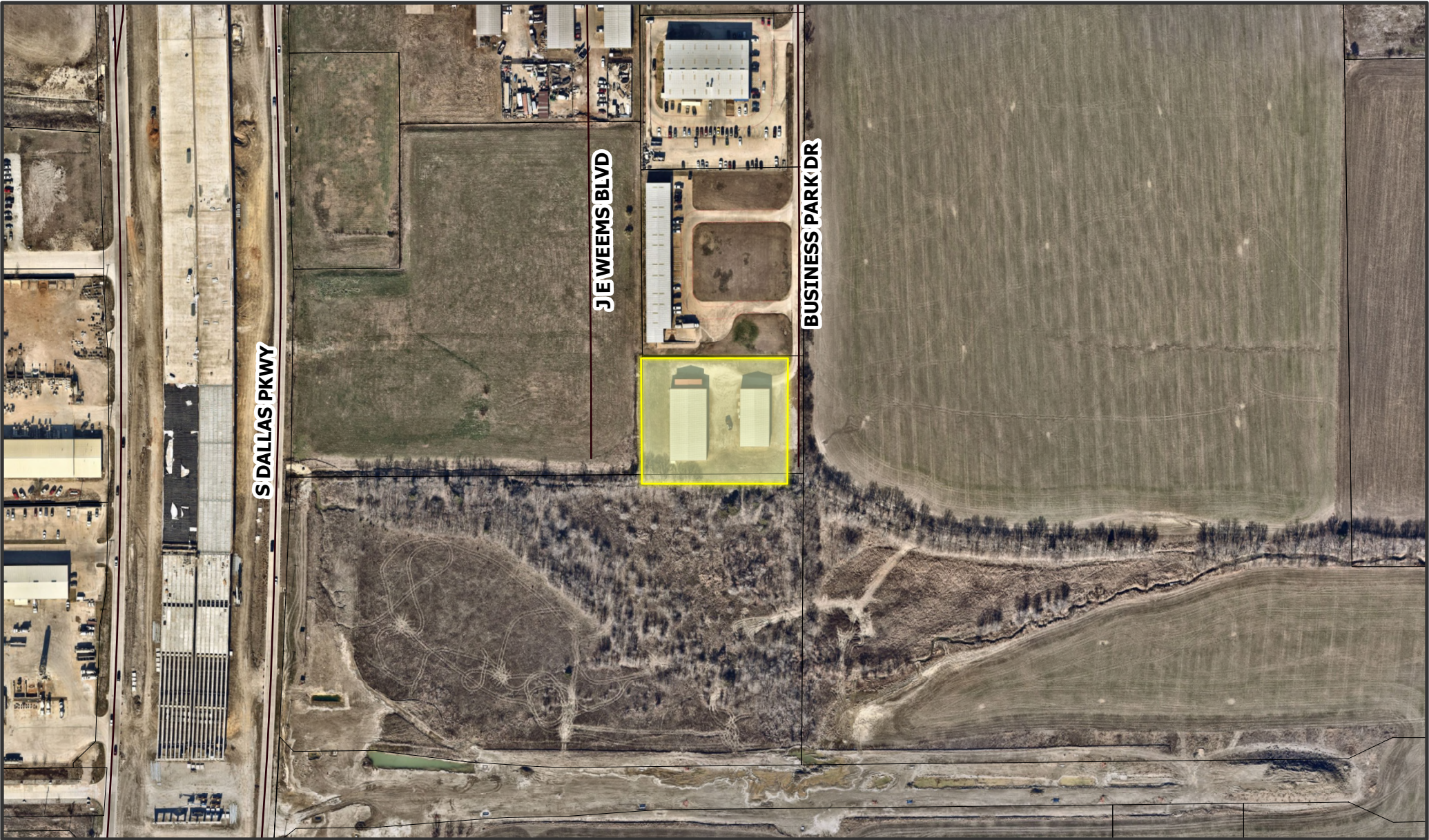
Town Staff Recommendation:

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

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

Town Council Public Hearing:

Upon a recommendation by the Planning and Zoning Commission, a Public Hearing for this item will be scheduled for the Town Council at their regular meeting on November 24, 2026.

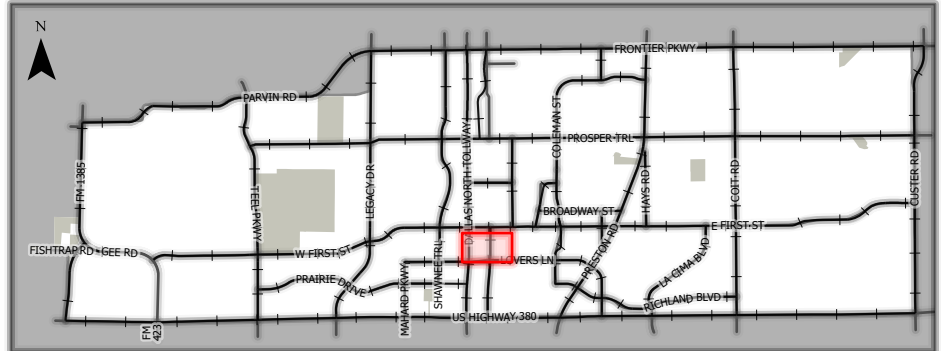
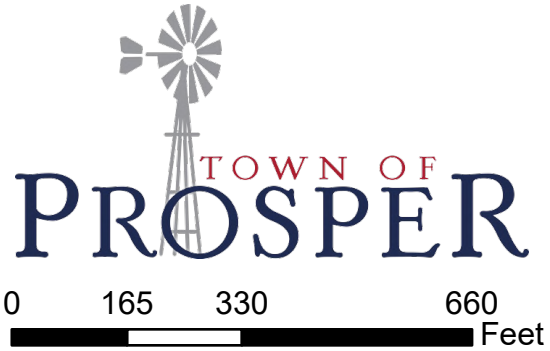
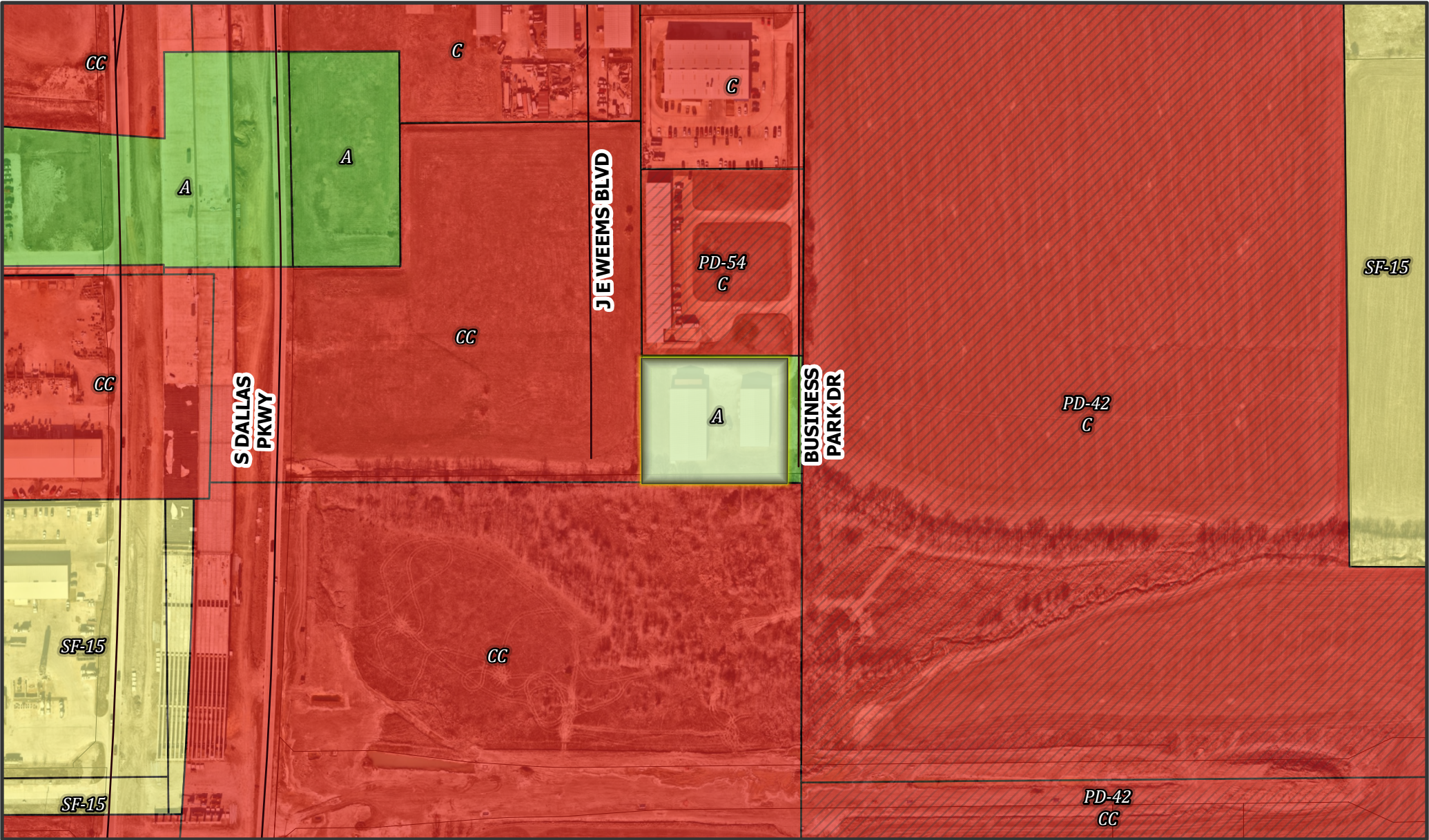


ZONE-26-0004

490 Business Park

Planned Development

This map for illustration purposes only



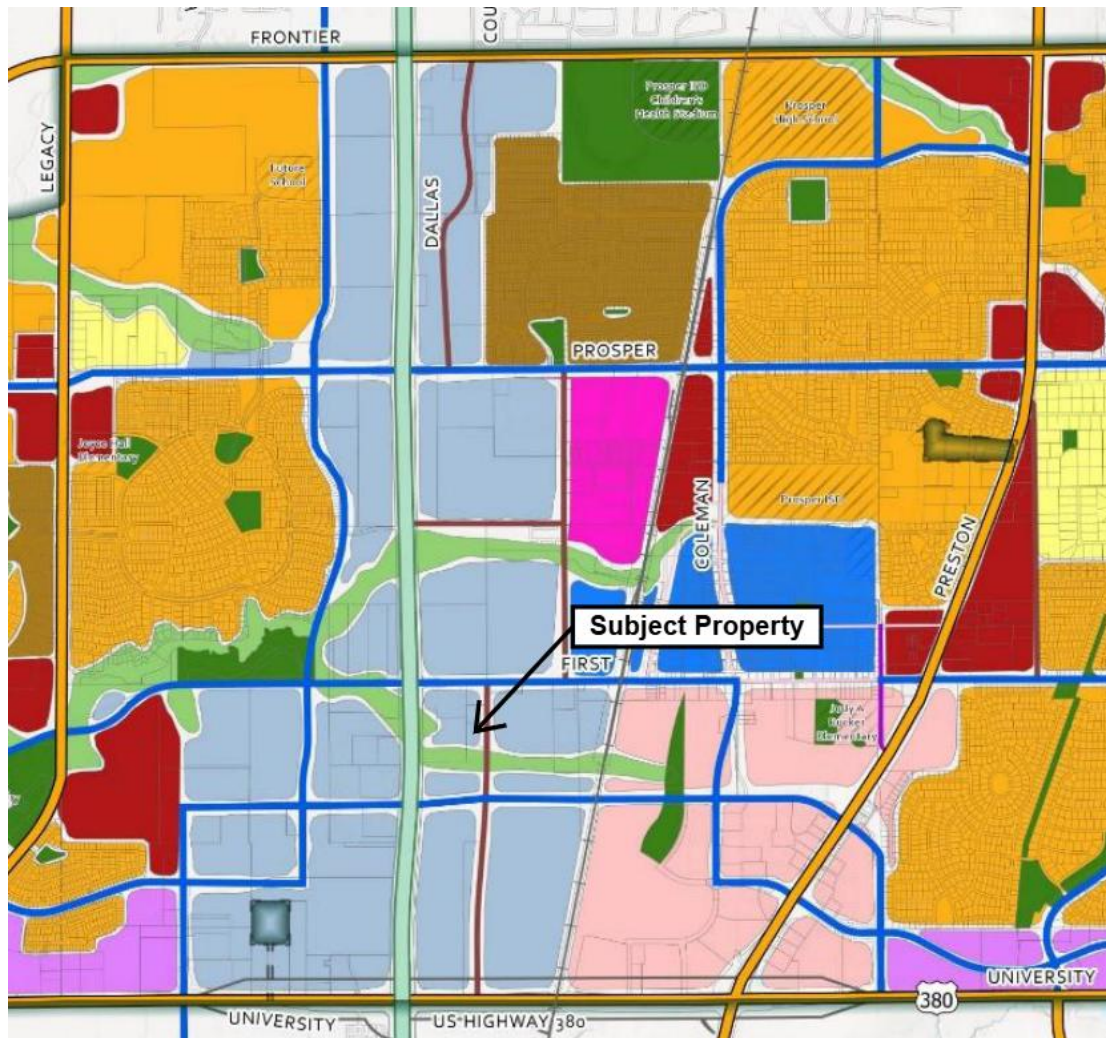
ZONE-26-0004

490 Business Park

Planned Development

This map for illustration purposes only

Future Land Use Exhibit



Land Description

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

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

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

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

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

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

EXHIBIT A-1

METES AND BOUNDS EXHIBIT

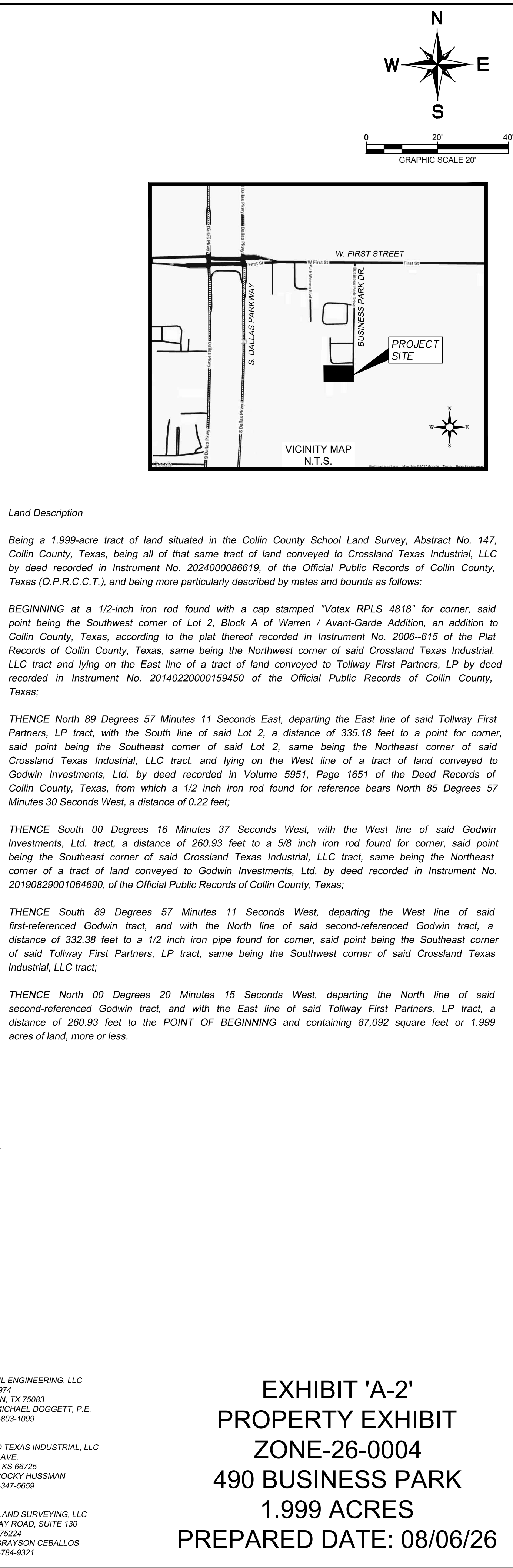
1.999 ACRES OUT OF THE
COLLIN COUNTY SCHOOL LAND
SURVEY, ABSTRACT NO. 147
COLLIN COUNTY, TEXAS



COLE CARPENTER
TEXAS RPLS NO. 6892

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

JOB No. TR-185-25	DRAWN BY: JCN
DATE: 04/17/2026	SCALE: 1"=20'



SHEET TITLE:	ACE PROJECT:					NO.	REVISIONS	DATE	BY
	490 BUSINESS PARK DRIVE PROSPER, TEXAS								
PROPERTY EXHIBIT	01103								
	DATE JULY 2026								
	SCALE AS SHOWN								
	DRAWN BY: MD								
SHEET NUMBER									

ZONE-26-0004

EXHIBIT B

STATEMENT OF INTENT AND PURPOSE

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

ZONE-26-0004

EXHIBIT C

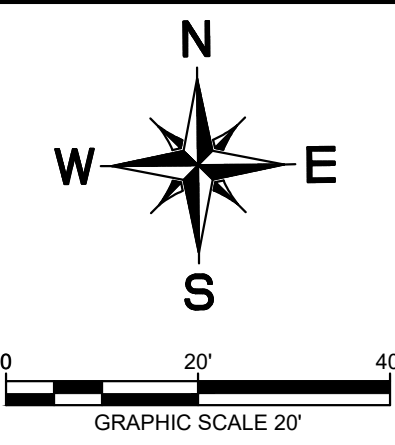
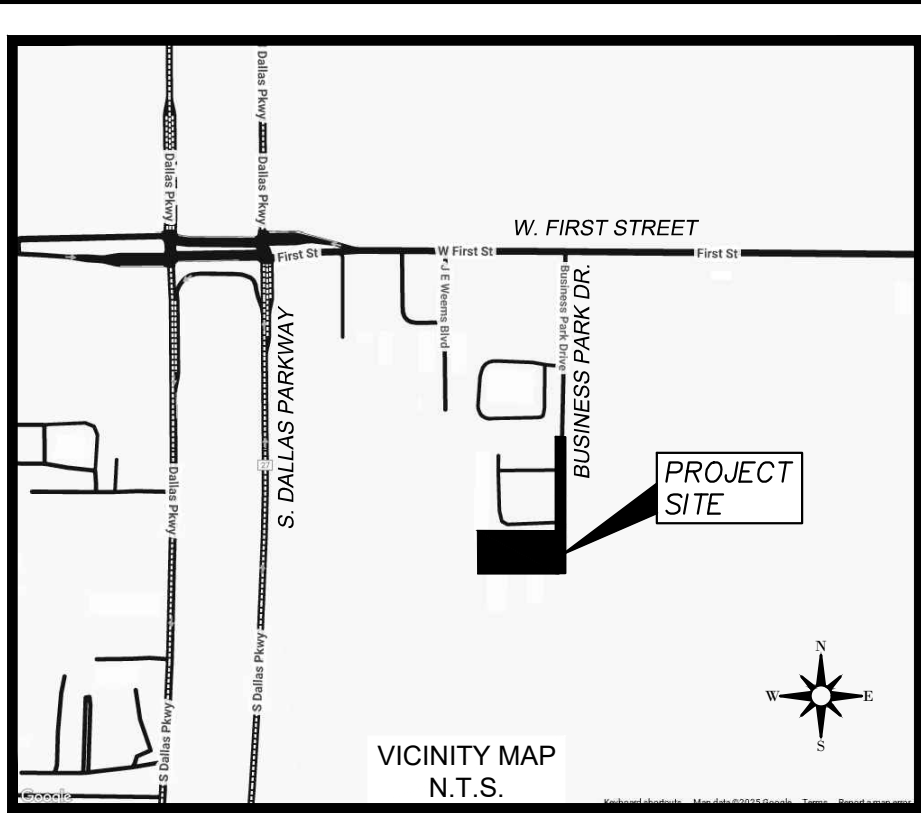
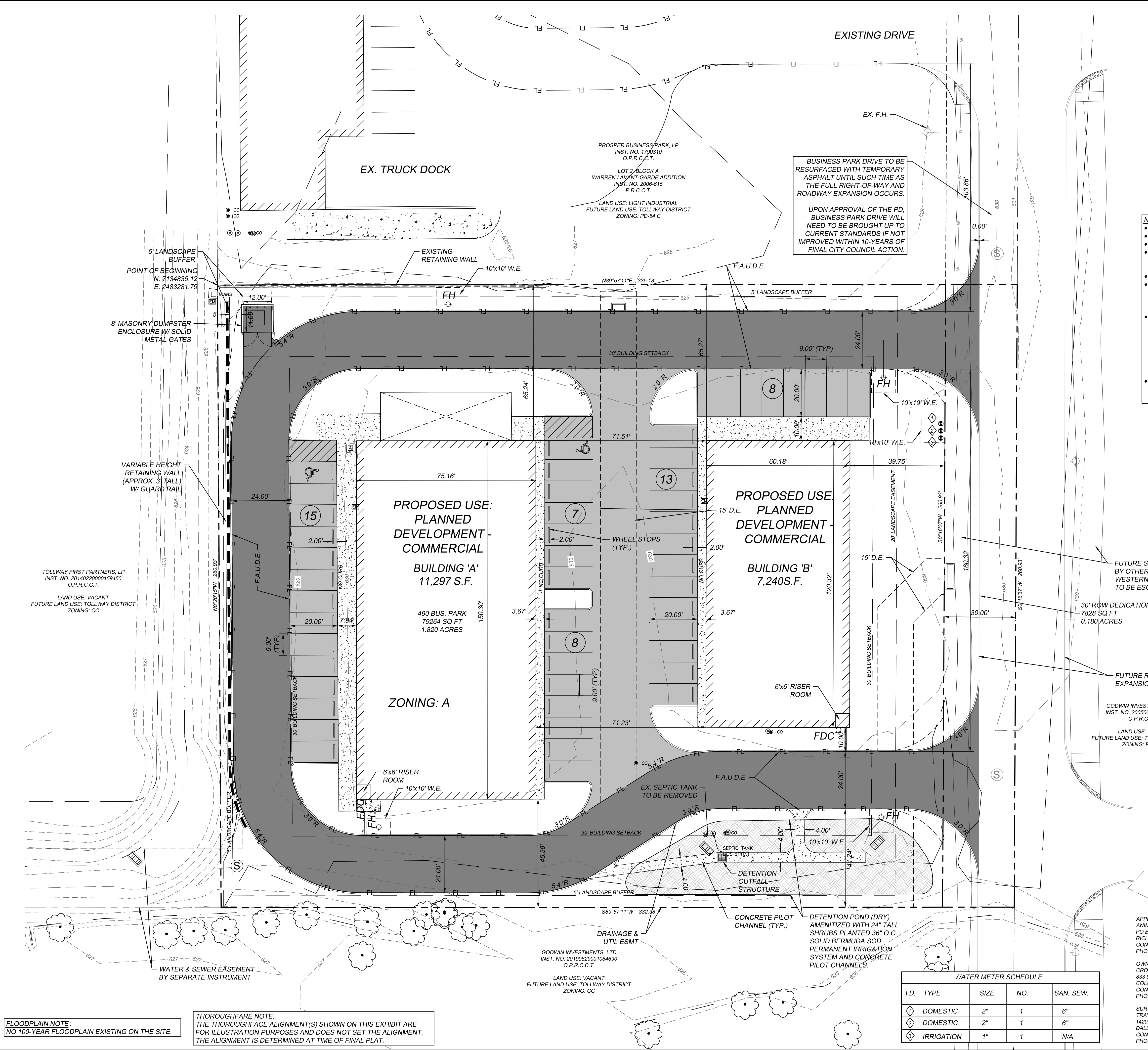
PLANNED DEVELOPMENT STANDARDS

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

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

3. Regulations:

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



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

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

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

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

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

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

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

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

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

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

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

DATE

BY

REVISIONS

NO

CROSSLAND BLUE STAR PROSPER

490 BUSINESS PARK DRIVE

PROSPER, TEXAS

SHEET TITLE:

CONCEPTUAL PLAN

ACE PROJECT:

01103

DATE

JULY 2026

SCALE

AS SHOWN

DRAWN BY:

MD

SHEET NUMBER

[illegible]

BUILDING 'A' - SOUTH ELEVATION

NOT TO SCALE



BUILDING 'A' - EAST ELEVATION

NOT TO SCALE



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

EXHIBIT 'F'

BUILDING 'A' - NORTH ELEVATION

NOT TO SCALE



BUILDING 'A' - WEST ELEVATION

NOT TO SCALE



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

EXHIBIT 'F'

BUILDING 'B' - SOUTH ELEVATION

NOT TO SCALE



BUILDING 'B' - EAST ELEVATION

NOT TO SCALE



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

EXHIBIT 'F'

BUILDING 'B' - NORTH ELEVATION

NOT TO SCALE



BUILDING 'B' - WEST ELEVATION

NOT TO SCALE

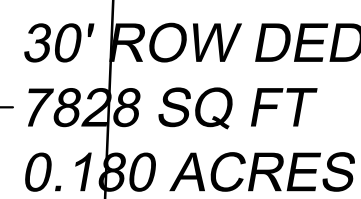


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490 BUSINESS PARK
PREPARED 05/21/26

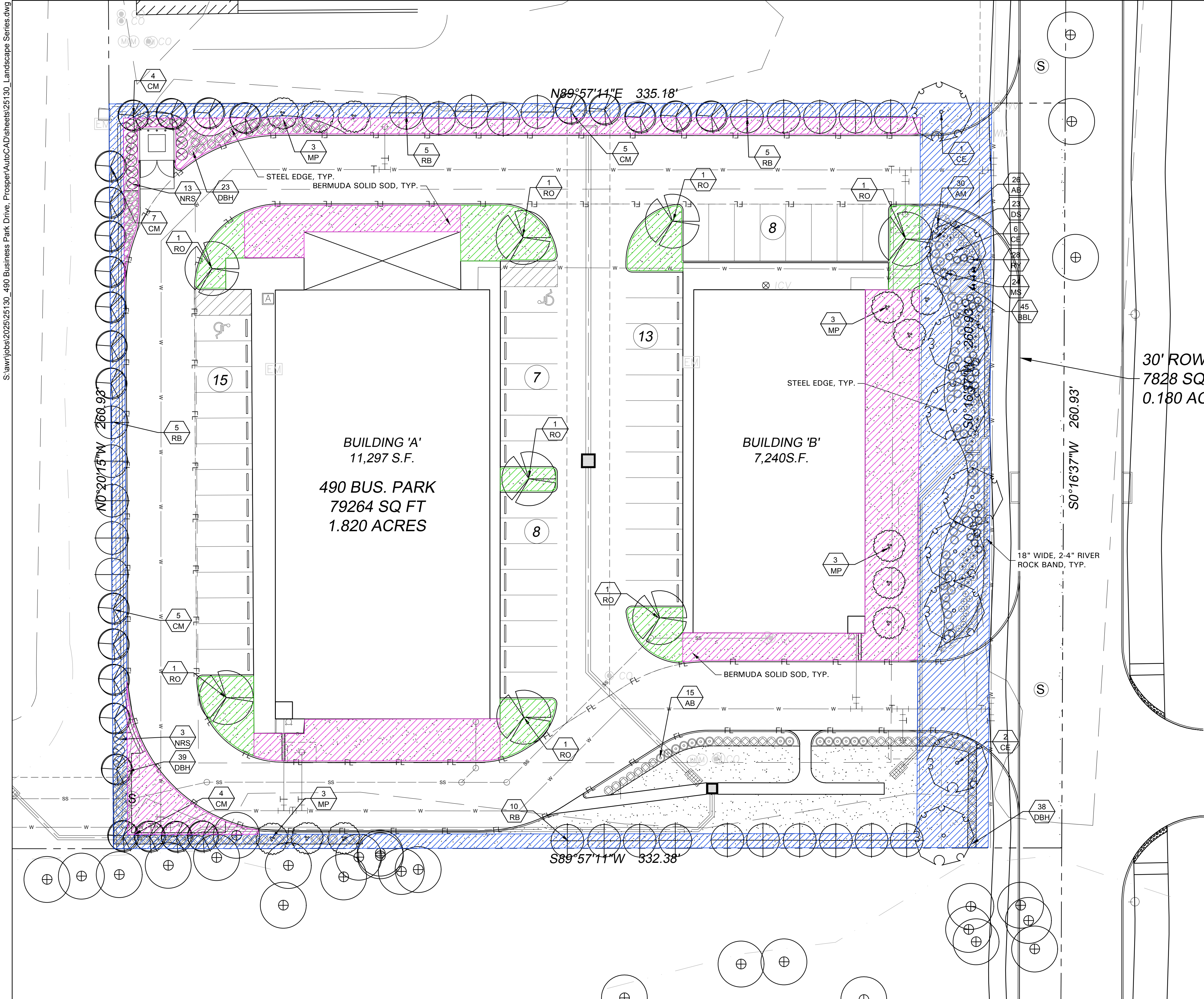
EXHIBIT 'F'



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

SHEET TITLE:	CONCEPTUAL LANDSCAPE PLAN		CROSSLAND BLUE STAR PROSPER				NO.	REVISIONS	DATE	BY
	ACE PROJECT: 01103 DATE AUGUST 2025 SCALE AS SHOWN DRAWN BY: MD	490 BUSINESS PARK DRIVE PROSPER, TEXAS	© 2025 ANIMAS CIVIL ENGINEERING, LLC PHONE: 214-803-1099 TX F-26500							

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



LANDSCAPE TABULATIONS for Prosper, TX PERIMETER REQUIREMENTS

- A 25' landscape area shall be provided adjacent to and outside of the r.o.w. on all properties.
- One large tree, 3" caliper, shall be provided for every 30 l.f. of roadway frontage.
- A minimum of 15 shrubs, 5 gal. shall be planted for every 30 l.f. of roadway frontage. Parking abutting the landscape area shall be screened from adjacent roadway.
- Where a non-residential development is adjacent to the property line of parcels zoned for other uses than residential, a 5' wide landscape area is required.
- One small tree and one, 5 gallon, shrub shall be planted every 15 l.f. Business Park Road - 261 l.f.

REQUIRED	PROVIDED
25' buffer	25' buffer
9 (3" cal.) trees	9 (3" cal.) trees
131 (5 gal.) shrubs	131 (5 gal.) shrubs

REQUIRED	PROVIDED
5' buffer	5' buffer
22 small trees	22 small trees
22 (5 gal.) shrubs	22 (5 gal.) shrubs

REQUIRED	PROVIDED
5' buffer	5' buffer
17 small trees	17 (3" cal.) trees
17 (5 gal.) shrubs	17 (5 gal.) shrubs

REQUIRED	PROVIDED
5' buffer	5' buffer
22 small trees	17 trees, remainder added elsewhere on property to avoid utilities
22 (5 gal.) shrubs	25 (5 gal.) shrubs

INTERIOR PARKING LOT LANDSCAPE

- 15 s.f. of landscaping shall be provided for each parking space.
- Landscape islands shall contain at least one large tree, 3" cal, with no more than 15 spaces in a continuous row without an island.
- One shade tree, 3" cal. shall be provided no farther than 150' from every parking space.
- One tree shall be provided for every 10 parking spaces.

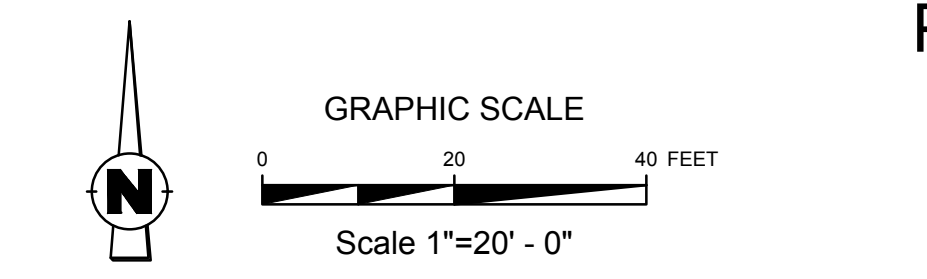
REQUIRED	PROVIDED
780 s.f. landscape	2609 s.f. landscape
5 (3" cal.) trees	8 (3" cal.) trees

REQUIRED	PROVIDED
6341 s.f. landscape	7670 s.f. landscape

PLANT SCHEDULE

QTY	LABEL	COMMON NAME	SCIENTIFIC NAME	SIZE	NOTES
SHADE TREES					
9	CE	Cedar Elm	<i>Ulmus crassifolia</i>	3" cal.	12' ht., 4' spread, matching
7	RO	Texas Red Oak	<i>Quercus texana</i>	3" cal.	12' ht., 4' spread, matching
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28	RY	Red Yucca	<i>Hesperaloe parvifolia</i>	5 gal.	full, 24" sprd, 30" o.c.
GROUND COVER/VINES/GRASS					
45	BBL	Big Blue Liriope	<i>Liriope muscari 'Big Blue'</i>	1 gal.	full, 18" o.c.
		Bermuda Solid Sod	<i>Cynodon dactylon</i>		
		2-4" River Rock			

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



- TOWN OF PROSPER LANDSCAPE GENERAL NOTES:**
- PLANT MATERIAL SHALL BE MEASURED AND SIZED ACCORDING TO THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1).
 - ALL PLANT SUBSTITUTIONS ARE SUBJECT TO TOWN APPROVAL AND MUST BE SPECIFIED ON THE APPROVED LANDSCAPE PLAN.
 - GROUND COVERS USED IN LIEU OF TURF GRASS MUST PROVIDE COMPLETE COVERAGE WITHIN ONE (1) YEAR OF PLANTING AND MAINTAIN ADEQUATE COVERAGE AS APPROVED BY THE TOWN.
 - TREES MUST BE PLANTED FOUR (4) FEET OR GREATER FROM CURBS, SIDEWALKS, UTILITY LINES, SCREENING WALLS, AND ALL STRUCTURES. SINGLE-TRUNK TREES SHALL HAVE A SINGLE, STRAIGHT LEADER, AND ALL TREES SHALL BE FULL, WITH BALANCED CANOPY. MAJOR DAMAGE TO TRUNK(S), OR BRANCHES, WILL BE CAUSE FOR DENIAL.
 - ALL ROOT FLARES SHALL BE SET AT THREE (3) TO FOUR (4) INCHES ABOVE SURROUNDING GRADE.
 - THE TREE PIT SHALL BE BACKFILLED WITH NATIVE TOPSOIL FREE OF ROCK AND OTHER DEBRIS.
 - BURLAP, TWINE, AND WIRE BASKETS SHALL BE SEVERED AND REMOVED FROM THE TOP OF THE ROOT BALL.
 - A 3-4" LAYER OF MULCH SHALL BE PROVIDED AROUND THE BASE OF THE PLANTED TREE. THE MULCH SHALL BE PULLED BACK 1-2" FROM THE TRUNK OF THE TREE.
 - NO PERSON(S) OR ENTITY MAY USE IMPROPER OR MALICIOUS MAINTENANCE OR PRUNING TECHNIQUES INCLUDING, BUT NOT LIMITED TO: TOPPING OR OTHER NON-SYMMETRICAL TRIMMING OF TREES, DAMAGE FROM A BACKHOLE, OR USE OF FIRE OR POISON FOLLOW THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1) GUIDELINES ON PRUNING AND MAINTENANCE.
 - TOPSOIL SHALL BE A MINIMUM OF EIGHT (8) INCHES IN DEPTH IN PLANTING AREAS. SOIL SHALL BE FREE OF STONES, ROOTS, AND CLODS AND ANY OTHER FOREIGN MATERIAL THAT IS NOT BENEFICIAL FOR PLANT GROWTH.
 - ALL PLANT BEDS SHALL BE TOP-DRESSED WITH A MINIMUM OF THREE (3) INCHES OF MULCH.
 - TREES OVERHANGING WALKS AND PARKING SHALL HAVE A MINIMUM CLEAR BRANCH HEIGHT OF SEVEN (7) FEET. TREES OVERHANGING PUBLIC STREET PAVEMENT DRIVE ASLES AND FIRE LANES SHALL HAVE A MINIMUM CLEAR BRANCH HEIGHT OF FOURTEEN (14) FEET.
 - A VISIBILITY TRIANGLE MUST BE PROVIDED AT ALL INTERSECTIONS, WHERE SHRUBS ARE NOT TO EXCEED THIRTY (30) INCHES IN HEIGHT, AND TREES SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF NINE (9) FEET.
 - TREES PLANTED ON A SLOPE SHALL HAVE THE TREE WELL AT THE AVERAGE GRADE OF THE UPHILL SLOPE.
 - ALL AREAS OF LESS THAN THREE (3) FEET IN WIDTH SHALL BE GRASS, GROUND COVER, OR SOME TYPE OF DECORATIVE RIVER ROCK, PAVERS, OR CONCRETE.
 - THE OWNER, TENANT, AND/OR THEIR AGENTS, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERMANENCE OF PLANT MATERIAL. ALL LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY AT ALL TIMES INCLUDING, BUT NOT LIMITED TO, MOWING, EDGING, PRUNING, FERTILIZING, WATERING, DE-WEDDING, AND TRASH REMOVAL.
 - PLANT MATERIAL THAT IS DAMAGED, DESTROYED, OR REMOVED SHALL BE REPLACED WITH PLANTS MEETING MINIMUM SPECIFICATIONS PER LANDSCAPE PLAN. ALL TURF-GROUND COVER AREAS ARE TO BE ESTABLISHED PRIOR TO RECEIPT OF CERTIFICATE OF OCCUPANCY, UNLESS OTHERWISE APPROVED BY THE TOWN.
 - AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED TO IRRIGATE ALL LANDSCAPE AREAS INTO STREETS, SIDEWALKS, OR ALLEYS.
 - NO PLANTING AREAS SHALL EXCEED 3:1 SLOPE (3 FT HORIZONTAL TO 1 FT VERTICAL).
 - PLANT MATERIAL SHALL NOT INCLUDE CONSTRUCTION DEBRIS.
 - EARTHEN BERMS SHALL MEET ADA AND TAS REQUIREMENTS.
 - LANDSCAPE INSTALLATION MUST COMPLY WITH APPROVED LANDSCAPE PLANS, AND AS-BUILT PLANS SUBMITTED TO PARKS AND RECREATION, PRIOR TO FINAL ACCEPTANCE BY THE TOWN AND/OR OBTAINING A CERTIFICATE OF OCCUPANCY.
 - FINAL INSPECTION AND APPROVAL OF SCREENING WALLS, IRRIGATION, AND LANDSCAPE IS SUBJECT TO ALL PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO: MANHOLES, VALVES, WATER METERS, CLEANOUTS, AND OTHER APPURTENANCES BEING ACCESSIBLE, ADJUSTED TO GRADE, AND TO THE TOWN OF PROSPER PUBLIC WORKS DEPARTMENT STANDARDS.
 - IMPORTANT: MINIMUM STANDARDS FOR PLANTS, AS SET FORTH IN THE ZONING ORDINANCE AND APPROVED LANDSCAPE PLANS ARE TAKEN SERIOUSLY BY THE TOWN AND PARKS AND RECREATION. INSTALLING INTERIOR PLANTS WITHOUT WRITTEN APPROVAL FROM A PARKS REPRESENTATIVE MAY RESULT IN REJECTION OF SOME OR ALL PLANTS, THEREBY DELAYING RECEIPT OF A CERTIFICATE OF OCCUPANCY. ARCHITECTS AND LANDSCAPE CONTRACTORS ARE STRONGLY ENCOURAGED TO NOTIFY THE PARKS DEPARTMENT TO DISCUSS POSSIBLE DEFICIENCIES PRIOR TO INSTALLATION.
 - CALL PARKS AND RECREATION AT (972) 569-1160 AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE FOLLOWING INSPECTIONS:
 - PROPOSED TRAIL ALIGNMENT
 - BERM CONSTRUCTION & GRADING
 - ESCROW RELEASE
 - FINAL INSPECTION

BY

DATE

REVISIONS

NO

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

CROSSLAND BLUE STAR PROSPER

490 BUSINESS PARK DRIVE
PROSPER, TEXAS

SHEET TITLE:

CONCEPTUAL
LANDSCAPE PLAN

ACE PROJECT:

01103

DATE

AUGUST 2025

SCALE

AS SHOWN

DRAWN BY:

MD

SHEET NUMBER

490 BUSINESS PARK DEVELOPMENT AGREEMENT

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

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

WHEREAS, Developer is developing a project in the Town known as 490 Business Park ("Property"), a legal description of which Property is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the Property was rezoned by the Town Council on or about _____, 2026, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Developer's reasonable investment-backed expectations in said development, as may be amended, and as more fully described herein.

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

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

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

3. Maintenance of Landscape Areas.

A. Developer agrees to maintain all Landscape Areas (including all vegetation) on the Property, as referenced and/or depicted in the applicable zoning ordinance, as amended, free of weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter, as defined in Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended. Further, Developer agrees that landscape maintenance obligations referenced herein include mulching of Landscape Areas, prompt replacement of dead or dying vegetation with new vegetation, mowing of Landscape Areas, where required, and other routine and regular maintenance of plants and other vegetation.

B. In the event that any Landscape Area or plants or vegetation is/are not properly maintained in accordance with this Agreement, the Town may give written notice to Developer of such failure to maintain and Developer shall promptly address such failure, taking into account the type(s) and species of such plants and vegetation and applicable planting cycles of same. After such notice, and Developer's failure to address same, Developer agrees and acknowledges that the Town shall have the right to go onto Developer's property and replace, replant or otherwise address such failure to maintain any Landscape Area or plants or vegetation, with an invoice of costs incurred by the Town being promptly provided by the Town to Developer. In the event Developer does not pay such invoice within thirty (30) days of receipt by Developer, the Town may file a lien on the Property for the costs it incurred for the work done, including a reasonable administrative fee. Any failure to maintain any Landscape Area, plants or vegetation shall not be considered a default in accordance with Paragraph 7 of this Agreement, and any obligations referenced in said Paragraph shall not be applicable to this Paragraph 2.

C. Notwithstanding any provision in this Paragraph to the contrary, the Town specifically reserves the right to take enforcement action and/or file a complaint against Developer in the Town's municipal court (or other appropriate forum) relative to weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter on the Property, in accordance with Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended.

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

5. Certain Business Establishments Prohibited. Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property any of the following business establishments: (1) credit access businesses, as defined in Texas Finance Code § 393.601, as amended, including but not limited to payday lending businesses, “cash for title” lenders, and credit services businesses, as defined in Texas Finance Code § 393.001, as amended); (2) body art facilities; (3) smoke or vape shops; (4) any business entity that sells drug paraphernalia; (5) any business establishment offering gaming or slot machines; (6) sex shops, including but not limited to business entities whose primary purpose is the sale of lewd merchandise; (7) pawn shops; and (8) business entities which primarily utilize outdoor storage or displays. Additionally, Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property a package liquor store, which for purposes of this Agreement is defined as any business entity that is required to obtain a Package Store Permit (P) from the Texas Alcoholic Beverage Commission for the off-premises consumption of alcohol.

6. Applicability of Town Ordinances. Developer shall develop the Property, and construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes.

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

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

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

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

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

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

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

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

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

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

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

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

17. Notification of Sale or Transfer; Assignment of Agreement. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become a Developer of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor Developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

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

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

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

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

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

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

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

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

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

27. Exactions/Infrastructure Costs. Developer has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the

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

(REMINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

TOWN:

THE TOWN OF PROSPER, TEXAS

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

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____, 2026, by Mario Canizares, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas
My Commission Expires:

DEVELOPER:

Crossland Texas Industrial, LLC

By: _____
Name: Ivan Crossland

Title: _____

STATE OF TEXAS)
)
COUNTY OF _____)

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

Notary Public, State of Texas
My Commission Expires:

EXHIBIT A
(Property Description & Depiction)

Land Description

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

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

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

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

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

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

EXHIBIT A-1

**METES AND BOUNDS
EXHIBIT**

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

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

DRAWN BY: JCN
SCALE: 1"=20'



COLE CARPENTER
TEXAS RPLS NO. 6892

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

EXHIBIT B
(Building Design and Materials)

EXTERIOR APPEARANCE OF BUILDINGS:

A. Architectural Standards

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

BUILDING 'A' - SOUTH ELEVATION



BUILDING 'A' - EAST ELEVATION



BUILDING 'A' - NORTH ELEVATION



BUILDING 'A' - WEST ELEVATION



BUILDING 'B' - SOUTH ELEVATION



BUILDING 'B' - EAST ELEVATION



BUILDING 'B' - NORTH ELEVATION



BUILDING 'B' - WEST ELEVATION

