



AGENDA
Planning & Zoning Commission
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, February 18, 2025
6:00 PM

Welcome to the Prosper Planning & Zoning Commission Meeting.

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

Addressing the Planning & Zoning Commission:

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

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

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

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

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

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

CONSENT AGENDA:

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

- [3a.](#) Consider and act upon the minutes from the February 04, 2025, Planning & Zoning Commission meeting.
- [3b.](#) Consider and act upon a request for a Preliminary Plat of Twin Creeks Ranch Phases II & III, on 15.8± acres, located on the south side of Frontier Parkway and 4,800± feet east of Coit Road. (DEVAPP-24-0158)

CITIZEN COMMENTS

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

REGULAR AGENDA:

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

4. Consider and act upon a request for a Site Plan for Bank and Restaurant/Retail Buildings on Gates of Prosper, Block E, Lots 3R1 and 3R2, on 3.0± acres, located on the west side of Preston Road and 425± feet south of First Street. (DEVAPP-24-0142)
5. Consider and act upon a request for a Replat for Gates of Prosper, Block E, Lots 3R1 and 3R2, on 3.0± acres, located on the west side of Preston Road and 425± feet south of First Street. (DEVAPP-24-0141)
6. Consider and act upon a request for a Façade Plan for a Bank with a Drive-Through and a Drive-Through Restaurant/Retail Building for Gates of Prosper, Block E, Lots 3R1 and 3R2, on 3.0± acres, located on the west side of Preston Road and 425± feet south of First Street. (DEVAPP-24-0143)
7. Conduct a Public Hearing and consider and act upon a request for a Planned Development for Townhomes on H. Jamison Survey, Abstract 480, Tract 1, on 8.3± acres, located on the north side of Richland Boulevard and 680± feet east of La Cima Boulevard. (ZONE-24-0018)
8. Review actions taken by the Town Council and possibly direct Town Staff to schedule topic(s) for discussion at a future meeting.
9. Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, February 14, 2025, and remained so posted at least 72 hours before said meeting was convened.

Michelle Lewis Sirianni, Town Secretary

Date Notice Removed

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

NOTICE

Pursuant to Town of Prosper Ordinance No. 13-63, all speakers other than Town of Prosper Staff are limited to three (3) minutes per person, per item, which may be extended for an additional two (2) minutes with approval of a majority vote of the Town Council.

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



MINUTES
Prosper Planning & Zoning Commission
Regular Meeting
Prosper Town Hall
Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, February 4, 2025, 7:00 p.m.

1. Call to Order / Roll Call

The meeting was called to order at 7:00 p.m.

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

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

2. Recitation of the Pledge of Allegiance.

CONSENT AGENDA

- 3a. Consider and act upon the minutes from the January 21, 2024 Planning & Zoning Commission work session.**
- 3b. Consider and act upon the minutes from the January 21, 2024 Planning & Zoning Commission regular meeting.**
- 3c. Consider and act upon a request for a Site Plan for a Bank with a Drive-Through and a Drive-Through Restaurant/Retail Building on Gates of Prosper, Block E, Lots 3R1 and 3R2, on 3.0± acres, located on the west side of Preston Road and 425± feet south of First Street. (DEVAPP-24-0142)**
- 3d. Consider and act upon a request for a Replat for Gates of Prosper, Block E, Lots 3R1 and 3R2, on 3.0± acres, located on the west side of Preston Road and 425± feet south of First Street. (DEVAPP-24-0141)**
- 3e. Consider and act upon a request for a Façade Plan for a Bank with a Drive-Through and a Drive-Through Restaurant/Retail Building for Gates of Prosper, Block E, Lots 3R1 and 3R2, on 3.0± acres, located on the west side of Preston Road and 425± feet south of First Street. (DEVAPP-24-0143)**

Commissioner Jackson made a request to pull Items 3c, 3d, and 3e from the Consent Agenda.

Commissioner Hamilton made a motion to approve Items 3a and 3b. The motion was seconded by Commissioner Carson. The motion was carried unanimously by a vote of 6-0.

Commissioner Jackson expressed concern regarding drive-throughs being shown on adjacent lots based on an ordinance passed last year prohibiting drive-throughs on adjacent lots.

Mr. Hicks explained that the ordinance passed was specific to drive-through restaurants and that other uses with a drive-through component could be located on adjacent lots.

Commissioner Daniel requested confirmation that the ordinance was specific to drive-through restaurants.

Mr. Hoover confirmed that the ordinance was specific to drive-through restaurants.

Commissioner Jackson expressed that the presentation of the ordinance came across as prohibited drive-throughs on adjacent lots regardless of use.

Commissioner Carson asked if there were any requirements pertaining to the exit of drive-throughs feeding into drives or roadways citing a potential safety issue as the plan showed the exit being adjacent to an internal drive.

Commissioner Hamilton suggested tabling the item to address Commissioner Carson's concerns.

Commissioner Blanscet seconded Commissioner Hamilton's suggestion and requested a simplified site plan that provided better details regarding the location of the internal drive, stacking areas, and other relevant items.

Commissioner Hamilton made a motion to table Items 3c, 3d, and 3e to the Planning & Zoning Commission meeting on February 18th. The motion was seconded by Commissioner Carson. The motion was carried unanimously by a vote of 6-0.

CITIZEN COMMENTS

No comments were made.

REGULAR AGENDA

4. 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 Town Council and Planning & Zoning Commission consideration.

Chair Daniel requested clarification regarding the next steps for the items discussed in the joint work session.

Mr. Hoover explained that there would be an opportunity to discuss the items in the joint work session at the upcoming Planning & Zoning Commission meetings. Mr. Hoover asked the Commission whether they would prefer these items to be on work session agendas or on regular agendas.

Chair Daniel expressed a preference to have these items on work session agendas.

Commissioner Carson concurred with Chair Daniel and expressed a preference for the work sessions to follow regular Planning & Zoning Commission meetings.

Commissioner Jackson stated he would not be present at the next Planning & Zoning Commission meeting on February 18th.

5. Adjourn.

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

The meeting was adjourned at 7:31 p.m.

Michelle Crowe, Senior Administrative Assistant

Josh Carson, Secretary



PLANNING

To: Planning & Zoning Commission

From: Jerron Hicks, Planner

Through: David Hoover, AICP, Director of Development Services

Cc: Suzanne Porter, AICP, Planning Manager

Re: Preliminary Plat of Twin Creeks Ranch Phases II & III

Meeting: February 18, 2025

Item No. 3b

Agenda Item:

Consider and act upon a request for a Preliminary Plat of Twin Creeks Ranch Phases II & III, on 15.8± acres, located on the south side of Frontier Parkway and 4,800± feet east of Coit Road. (DEVAPP-24-0158)

Future Land Use Plan:

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

Zoning:

The property is zoned Planned Development-59 (Single Family-Estate).

Conformance:

The Preliminary Plat conforms to the development standards of Planned Development-59.

- Lot Count (Maximum of 29):
 - Phase I – 11 Lots
 - Phases II-III – 12 Lots
- Size of Yards:
 - Minimum Front Yard – 40'
 - Minimum Side Yard – 20'
 - Minimum Rear Yard – 25'
- Size of Lots:
 - Minimum Lot Size – One Acre
 - Minimum Lot Width – 100'
 - Minimum Lot Depth – 180' (150' on Cul-De-Sac or Elbow/Eyebrow)

Description of Agenda Item:

The purpose of the Preliminary Plat is to build the remainder of a residential subdivision. The two final phases contain a total of 12 single-family lots and two common area lots, containing the required landscaping along the right-of-way. There are two lots in Phase II, located on the west side of Pebble Creek Drive. The remaining ten lots are in Phase III, located along the proposed Kiwi Drive.

Access:

Access is provided from Frontier Parkway.

Landscaping, Open Space, and Screening:

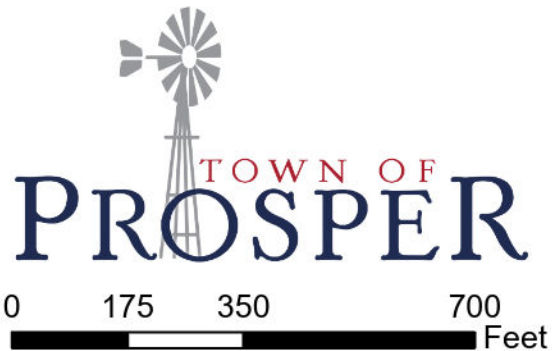
The proposed development complies with all landscaping, open space, and screening requirements.

Attached Documents:

1. Location Map
2. Preliminary Plat

Town Staff Recommendation:

Town Staff recommends approval of the Preliminary Plat.

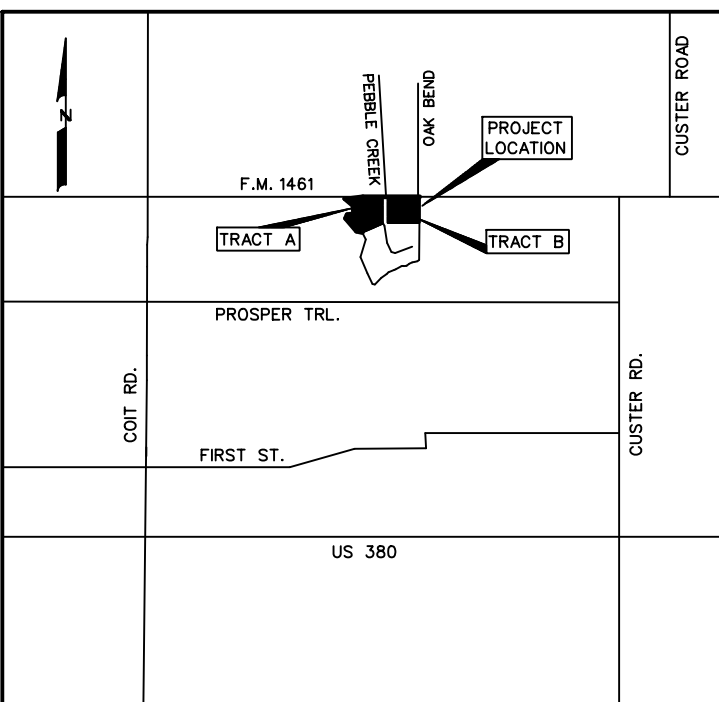
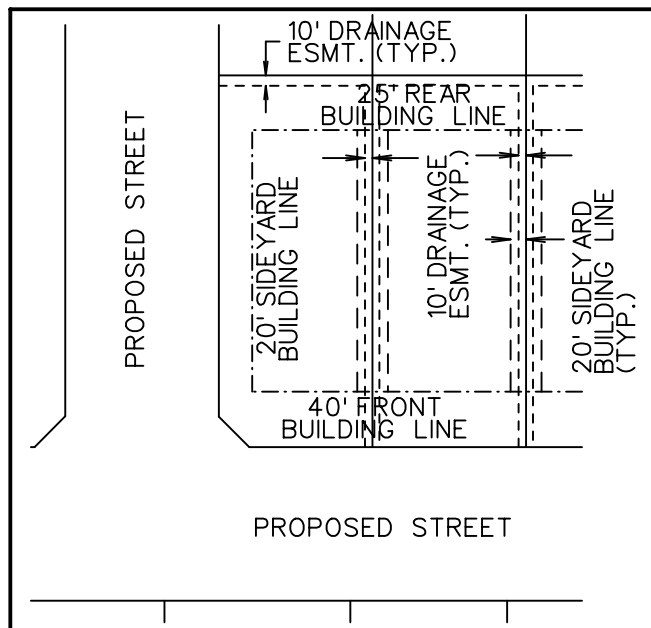
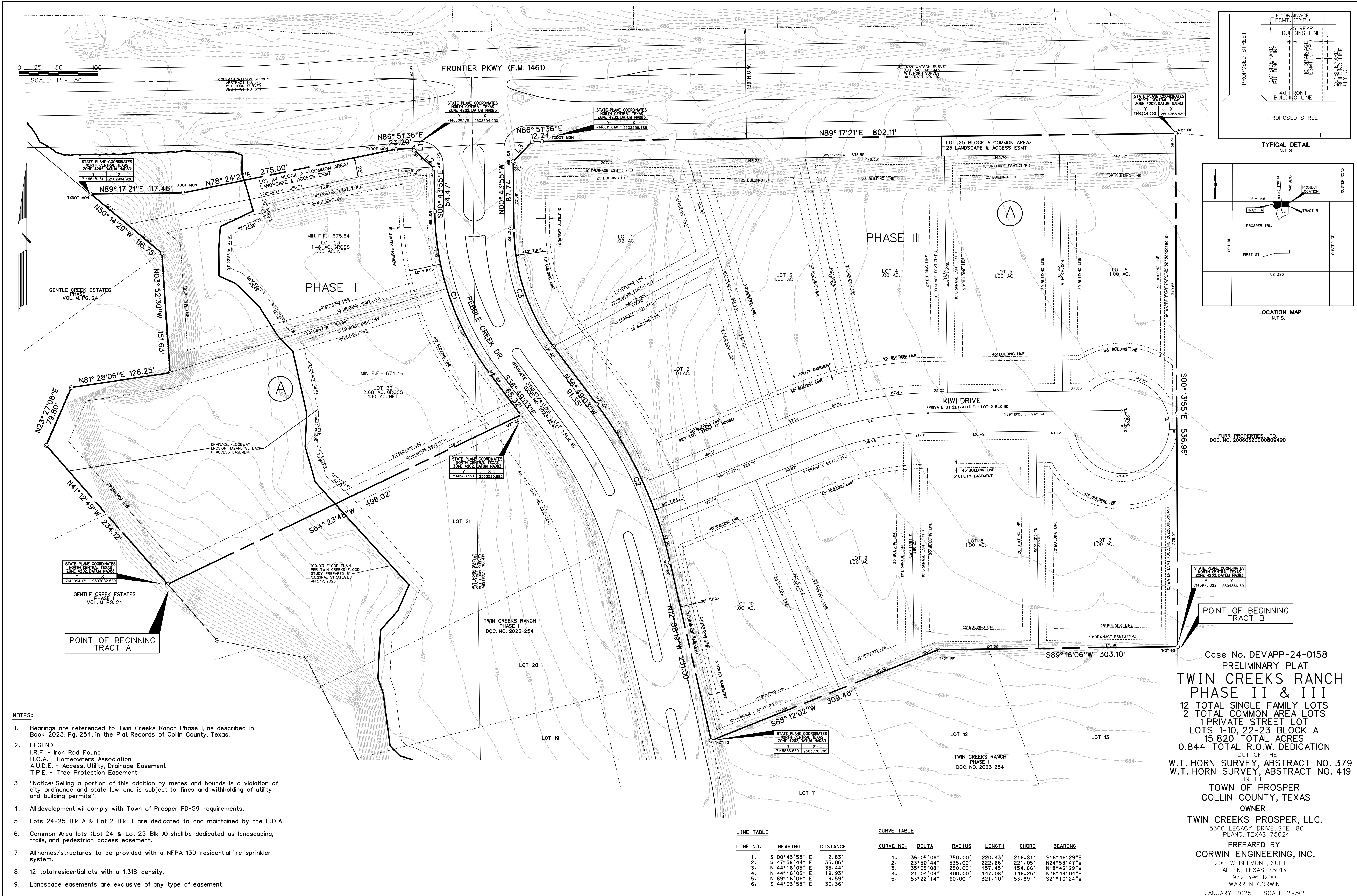


This map for illustration purposes only

DEVAPP-24-0158

Twin Creek Ranch
Phases II & III

Preliminary Plat



FURR PROPERTIES, LTD.
DOC. NO. 20060620000808490

STATE PLANE COORDINATES
NORTH CENTRAL TEXAS
ZONE 4202, DATUM NAD83
Y X
7145975.322 2504361.989

POINT OF BEGINNING
TRACT B

Case No. DEVAPP-24-0158
PRELIMINARY PLAT
**TWIN CREEKS RANCH
PHASE II & III**
12 TOTAL SINGLE FAMILY LOTS
2 TOTAL COMMON AREA LOTS
1 PRIVATE STREET LOT
LOTS 1-10, 22-23 BLOCK A
15,820 TOTAL ACRES
0.844 TOTAL R.O.W. DEDICATION
OUT OF THE
W.T. HORN SURVEY, ABSTRACT NO. 379
W.T. HORN SURVEY, ABSTRACT NO. 419
IN THE
TOWN OF PROSPER
COLLIN COUNTY, TEXAS
OWNER
TWIN CREEKS PROSPER, LLC.
5360 LEGACY DRIVE, STE. 180
PLANO, TEXAS 75024
PREPARED BY
CORWIN ENGINEERING, INC.
200 W. BELMONT, SUITE E
ALLEN, TEXAS 75013
972-396-1200
WARREN CORWIN
JANUARY 2025 SCALE 1"=50'

NOTES:

- Bearings are referenced to Twin Creeks Ranch Phase I, as described in Book 2023, Pg. 254, in the Plat Records of Collin County, Texas.
- LEGEND
I.R.F. - Iron Rod Found
H.O.A. - Homeowners Association
A.U.D.E. - Access, Utility, Drainage Easement
T.P.E. - Tree Protection Easement
- "Notice: Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utility and building permits".
- All development will comply with Town of Prosper PD-59 requirements.
- Lots 24-25 Blk A & Lot 2 Blk B are dedicated to and maintained by the H.O.A.
- Common Area lots (Lot 24 & Lot 25 Blk A) shall be dedicated as landscaping, trails, and pedestrian access easement.
- All homes/structures to be provided with a NFPA 13D residential fire sprinkler system.
- 12 total residential lots with a 1.318 density.
- Landscape easements are exclusive of any type of easement.

LINE TABLE

LINE NO.	BEARING	DISTANCE
1.	S 00°43'55" E	2.83'
2.	S 47°58'44" E	35.05'
3.	N 44°16'05" E	35.44'
4.	N 44°16'05" E	19.33'
5.	N 89°16'06" E	9.59'
6.	S 44°03'55" E	30.36'

CURVE TABLE

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	BEARING
1.	36°05'08"	350.00'	220.43'	216.81'	S18°46'29"E
2.	23°50'44"	535.00'	222.66'	221.05'	N24°53'47"W
3.	35°05'08"	250.00'	157.45'	154.86'	N18°46'29"W
4.	21°04'04"	400.00'	147.08'	146.25'	N78°44'04"E
5.	53°22'14"	60.00'	321.10'	53.89'	S21°10'24"W

STATE OF TEXAS §
COUNTY OF COLLIN §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, TWIN CREEKS PROSPER, LLC, acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the hereinafter described property as TWIN CREEKS RANCH PHASE II & III, an addition to the Town of Prosper. The streets and alleys shown on this plat as access easements are for the use and benefit or the owner of the property of this subdivision, their leases, invitees, and licensees. By acceptance of a deed conveying title to any lot in this subdivision, the owner thereof shall be deemed to have agreed and acknowledged and does certify the following:

1. The street and alleys are private streets and alleys and are dedicated to the Town of Prosper as Access, Utility, and Drainage Easements. The Town has no responsibility or liability to make any repairs to such streets and alleys as long as they are private streets and alleys, except repairs made necessary by reason of installation, repair, or replacement of municipal utilities located therein or in the utility easements adjacent thereto.

2. So long as such streets and alleys are private, the sole responsibility for maintenance and replacement thereof shall be borne by the owners of the lots in this subdivision and/or any homeowner's association hereafter established for the owners of lots in this subdivision (the "Association"). Such maintenance and replacement shall be in conformance with the requirements, standards, and specifications of the Town of Prosper, as presently in effect or as same may be hereafter amended. This provision may be enforced by specific performance or by any other remedy allowed by law.

3. Neither the property owners within this subdivision, nor the Association, nor any other association or other organization or entity representing them shall have the right to request dedication (whether by voluntary or involuntary act or omission) of such private streets and alleys to the Town unless and until the Town has inspected such streets and alleys and determined that, at the time in question, they meet the Town's standards. If the Town desires to accept a dedication of said streets and alleys, the Association, its successors or assigns, or the owners of the lots in the subdivision will may, at the owners' or the Association's expense, all repairs required by the Town to the private streets and alleys to the Town. Before dedication, all public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.

4. These easements and public use areas, as shown, are dedicated for the benefit of the owners of the property in this subdivision, their leases, invitees, and licensees use forever, for the purpose indicated on this plat.

5. The provisions hereof shall be binding upon and enforceable against all property owners in this subdivision, their successors and assigns and the Association and its successors and assigns. The provisions hereof may be enforced by the Town, any property owner in the subdivision, and/or the Association.

6. These covenants and restrictions shall run with the land and be binding on the owners of the property in this subdivision, their successor and assigns, the Association, its successors and all parties claiming by, through and under them. In the event a replat is requested on all or part of this property, the Town may require any similar or additional restrictions and covenants in its sole discretion. These covenants and restrictions shall terminate when all the access easements shown on this plat are included within a replat of all or part of this property and are dedicated to the Town as public streets and alleys. In addition, all modifications to this document shall be by means of plat and approved by the Town of Prosper.

7. If the owner of the property in this subdivision should open the private streets to the public, such use shall be considered a temporary license only. The owners of property in this subdivision through the Association reserve the right to close the street to the public at any time prior to formal dedication of the street to the public, and acceptance of the same by The Town.

8. The owners of property in this subdivision and the Association shall allow access to the subdivision and the streets in the subdivision to all Town employees and contractors acting on behalf of the Town and all governmental service vehicles, including, without limitation, law enforcement, fire, ambulance, sanitation, inspection, and health vehicles. In addition, Utility Easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the Town's use thereof. The Town of Prosper and public utilities shall, at all time, have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding or removing all or parts of their respective systems without the necessity of procuring permission from anyone.

9. The owners of property within this subdivision hereby agree and recognize that the entire subdivision is benefited by the Town allowing the owners to maintain and control access to the private streets shown hereon, and that the Town is benefited by having the value of the property enhanced for ad valorem tax purposes and not being under any covenants, the benefits shall constitute sufficient and valid consideration.

10. The owners of each lot affected by a drainage easement across the rear portion of such lot may not construct any improvements within such lot except those improvements which (a) do not impede the natural flow of water across the property affected by such drainage easement (such as swimming pools and open fences) and (b) are built in accordance with and pursuant to a building permit issued by the Town. In no event shall Owner Name), the Town, the Association or any of their successors or assigns have any liability for any improvements built in any drainage or utility easement. Each lot owner shall build in such area at his or her own risk and shall indemnify (Owner Name), the Town, the Association and their successors and assigns against any and all losses, damages and liability arising out of or associated with the construction of improvements on such owner's lot in any drainage or utility easement.

11. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in Landscape Easements, if approved by the Town. Landscaping may be placed in/ or near other easements with Town approval. The Town and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The Town of Prosper is not responsible for replacing any improvements in, under, or over any easement caused by maintenance or repair.

12. Invalidity or any word, phrase, sentence, paragraph, covenant, or restriction by court judgement or otherwise, shall not affect the validity of the other covenants or restrictions contained herein.

13. For lots adjacent to a Floodplain Only: a. 100 Year Floodplain Easement Restriction: Construction within the floodplain may not occur until approved by the Town. (A request for construction within the floodplain easement must be accompanied with detailed engineering plans and studies indicating that no flooding will result, that no obstruction to the natural flow of water will result; and subject to all owners or the property affected by such construction becoming a party to the request) Where construction is approved, all finished floor elevations shall be a minimum of one (1) foot above the 100-year flood elevation as determined by analyzing the ultimate build-out conditions of the entire drainage basin. Existing creeks, lakes, reservoirs, or drainage channels traversing along or across portions of this addition, will remain as an open channel at all times and will be maintained by the individual owners of the lot or lots that are traversed by the drainage courses along or across said lots. The Town will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion. Each property owner shall keep the natural drainage channels traversing his/her property clean and free of debris, silt, or any substance that would result in unsanitary conditions. The Town shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions, which may occur. The Town is not obligated to maintain or assistance with maintenance of the area. The natural drainage channel, as in the case of all natural drainage channels, are subject to storm water overflow and natural bank erosion. The Town shall not be liable for damages of any nature resulting from the occurrence of these natural phenomena, nor resulting from a failure of any structure(s) within the natural drainage channels. The natural drainage channel crossing each lot is shown by the Floodway easement line as shown on the plat. If a Subdivision alters the horizontal or vertical floodplain, a FEMA Floodway map revision may be required.

LANDSCAPE EASEMENT

The undersigned covenants and agrees that the landscape easement and restrictions herein set forth shall run with the land and be binding on the owner(s) of the property in this subdivision, their successors and assigns, and all parties claiming by, through and under them. In the event a replat is requested on all or part of this property, the Town may require any similar or additional restrictions at its sole discretion. The sole responsibility for maintenance and replacement of landscape materials thereof shall be borne by any "homeowners" association hereafter established for the owners of lots in this subdivision and/or the owners of the individual lots within this subdivision. Such maintenance and replacement shall be in conformance with the requirements, standards, and specifications of the Town of Prosper, as presently in effect or as may be hereafter amended. This provision may be enforced by specific performance or by any other remedy allowed by law. This Landscape Easement shall be void of utilities and drainage and other elements unless otherwise approved on the plat.

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

WITNESS, my hand, this the _____ day of _____, 2024.
BY:

TWIN CREEKS PROSPER, LLC.

BRYCE STAVELEY, Manager
Twin Creeks Prosper, LLC.

STATE OF TEXAS
COUNTY OF COLLIN

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2024.

Notary Public, State of Texas

LEGAL DESCRIPTION Tract A

WHEREAS, TWIN CREEKS PROSPER, LLC., is the owner of a tract of land situated in the W.T. Horn Survey, Abstract No. 379 and the W.T. Horn Survey, Abstract No. 419, being part of a 39.593 acre tract, as described in Doc. No. 20200427000603670, in the Deed Records of Collin County, Texas, being more particularly described as follows:

BEGINNING, at the most westerly northwest corner of Twin Creeks Ranch Phase I, an addition to the Town of Prosper, as described in Book 2023, Pg. 254 in the Plat Records of Collin County, Texas and being in the east line of Gentle Creek Estates Phase I, an addition to the Town of Prosper, as described in Vol. M, Pg. 24 in said Plat Records also in the west line of said 39.593 acre tract and being in a creek:

THENCE, North 26° 37' 34" West, along the east line of said Gentle Creek Estates Phase I and with said creek same being the west line of said 39.593 acre tract, for a distance of 229.91 feet:

THENCE, North 41° 12' 49" West, along said east and west lines and with said creek, for a distance of 234.12 feet:

THENCE, North 23° 27' 08" East, continuing along said lines and side creek, for a distance of 79.80 feet:

THENCE, North 81° 28' 06" East, continuing along said lines and said creek, for a distance of 126.25 feet:

THENCE, North 03° 52' 30" West, continuing along said lines and said creek, for a distance of 151.63 feet:

THENCE, North 50° 14' 29" West, continuing along said lines and said creek, for a distance of 116.75 feet, to a Tx Dot Monument found at the southwest corner of a 1.157 acre tract in Deed to the State of Texas, as described in Doc. No. 2023000032154 in said Deed Records:

THENCE, North 89° 17' 21" East, departing the said lines and said creek with the south line of said 1.157 acre tract, for a distance of 117.46 feet, to a TxDot Monument Found:

THENCE, North 78° 24' 21" East, along the south line of said 1.157 acre tract, for a distance of 275.00 feet, to a Tx Dot Monument found:

THENCE, North 86° 51' 36" East, continuing along said south line, for a distance of 23.20 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", being in the west line of said Twin Creek Ranch Phase I;

THENCE, South 00° 43' 55" East, departing said south line and along said west line, for a distance of 2.83 feet, to a 1/2 inch iron rod found:

THENCE, South 47° 58' 44" East, along the west line of said Twin Creeks Ranch Phase I, for a distance of 35.05 feet, to a 1/2 inch iron rod found in the west line of Pebble Creek Drive (Variable R.O.W.);

THENCE, South 00° 43' 55" East, continuing along said west line and with the west line of said Pebble Creek Drive, for a distance of 54.47 feet, to a 1/2 inch iron rod found at the point of curvature of a curve to the left, having a radius of 350.00 feet, a central angle of 36° 05' 08";

THENCE, continuing along said west lines and with said curve to the left for an arc distance of 220.43 feet (Chord Bearing South 18° 46' 29" East - 216.81 feet), to a 1/2 inch iron rod found at the point of tangency:

THENCE, South 36° 49' 03" East, continuing along said lines, for a distance of 65.32 feet, to a 1/2 inch iron rod found at the northeast corner of Lot 21 out of said Twin Creeks Ranch Phase I;

THENCE, South 64° 23' 48" West, departing said lines and with the north line of said Lot 21, for a distance of 496.02 feet, to the POINT OF BEGINNING and containing 4.395 acres of land.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS that I, WARREN L. CORWIN, do hereby certify that I prepared this Plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivison regulations of the Town of Prosper, Texas.

WARREN L. CORWIN
R.P.L.S. No. 4621

THE STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared WARREN L. CORWIN, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this _____ day of _____, 2024.

NOTARY PUBLIC, STATE OF TEXAS

LEGAL DESCRIPTION Tract B

WHEREAS, TWIN CREEKS PROSPER, LLC., is the owner of a tract of land situated in the W.T. Horn Survey, Abstract No. 379 and the W.T. Horn Survey, Abstract No. 419, being part of a 39.593 acre tract, as described in Doc. No. 20200427000603670, in the Deed Records of Collin County, Texas, being more particularly described as follows:

BEGINNING, at a 1/2 inch iron rod found at the most easterly northeast corner of Twin Creeks Ranch Phase I, an addition to the Town of Prosper, as described in Book 2023, Pg. 254 in Plat Records of Collin County, Texas:

THENCE, South 89° 16' 06" West, along the north line of said Twin Creeks Ranch Phase I, for a distance of 303.10 feet, to a 1/2 inch iron rod found:

THENCE, South 68° 12' 02" West, continuing along said north line, for a distance of 309.46 feet, to a 1/2 inch iron rod found at an ell corner of said Twin Creeks Ranch Phase I,

THENCE, North 12° 58' 19" West, along the east line of said Twin Creeks Ranch Phase I, for a distance of 231.00 feet, to a 1/2 inch iron rod found at the point of curvature of a curve to the left, having a radius of 535.00 feet, a central angle of 23° 50' 44";

THENCE, along said east line and with said curve to the left for an arc distance of 222.66 feet (Chord Bearing North 24° 53' 47" West - 221.05 feet), to a 1/2 inch iron rod found at the point of tangency:

THENCE, North 36° 49' 03" West, continuing along said east line, for a distance of 91.35 feet, to a 1/2 inch iron rod found at the point of curvature of a curve to the right, having a radius of 250.00 feet, a central angle of 35° 05' 08";

THENCE, continuing along said east line and with said curve to the right for an arc distance of 157.45 feet (Chord Bearing North 18° 46' 29" West - 154.86 feet), to a 1/2 inch iron rod found at the point of tangency:

THENCE, North 00° 43' 55" West, continuing along said east line, for a distance of 87.74 feet, to a 1/2 inch iron rod found:

THENCE, North 44° 16' 05" East, continuing along said east line, for a distance of 35.44 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", in the south line of a 1.157 acre tract, as described in Doc. No. 2023000032154 in said Deed Records:

THENCE, North 86° 51' 36" West, departing the east line of said Twin Creeks Ranch Phase I, for a distance of 12.24 feet, to a Txdot Monument found:

THENCE, North 89° 17' 21" East, along the south line of said 1.157 acre tract, at 308.95 feet, passing a Txdot monument found at the southeast corner of said 1.157 acre tract and being the southwest corner of a 0.465 acre tract, as described in Doc. No. 2023000032112 in said Deed Records, and continuing for a total distance of 802.11 feet, to the a 1/2 inch iron rod found in the east line of said 39.593 acre tract:

THENCE, South 00° 13' 55" East, departing said south line and along the east line of said 39.593 acre tract, for a distance of 536.96 feet, to the POINT OF BEGINNING and containing 11.425 acres of land.

Case No. D24-XXXX
PRELIMINARY PLAT
**TWIN CREEKS RANCH
PHASE II & III**
12 TOTAL SINGLE FAMILY LOTS
2 TOTAL OPEN SPACE LOTS
1 PRIVATE STREET LOT
15.820 TOTAL ACRES
0.844 TOTAL R.O.W. DEDICATION
OUT OF THE
W.T. HORN SURVEY, ABSTRACT NO. 379
W.T. HORN SURVEY, ABSTRACT NO. 419
IN THE
TOWN OF PROSPER
COLLIN COUNTY, TEXAS
OWNER
TWIN CREEKS PROSPER, LLC.
12400 PRESTON RD., STE. 100
FRISCO, TEXAS 75033
PREPARED BY
CORWIN ENGINEERING, INC.
200 W. BELMONT, SUITE E
ALLEN, TEXAS 75013
972-396-1200
WARREN CORWIN
OCTOBER 2024



PLANNING

To: Planning & Zoning Commission

From: Jerron Hicks, Planner

Through: David Hoover, AICP, Director of Development Services

Cc: Suzanne Porter, AICP, Planning Manager

Re: Site Plan for Gates of Prosper, Block E, Lots 3R1 and 3R2

Meeting: February 18, 2025

Item No. 4

Agenda Item:

Consider and act upon a request for a Site Plan for Bank and Restaurant/Retail Buildings on Gates of Prosper, Block E, Lots 3R1 and 3R2, on 3.0± acres, located on the west side of Preston Road and 425± feet south of First Street. (DEVAPP-24-0142)

History:

This item was tabled at the February 4, 2025, Planning & Zoning Commission meeting; therefore, it must be removed from the table.

Future Land Use Plan:

The Future Land Use Plan designates this area as Town Center.

Zoning:

The property is zoned Planned Development-67 (Mixed Use).

Conformance:

The Site Plan conforms to the development standards of Planned Development-67.

Description of Agenda Item:

The Site Plan consists of a bank building (5,400 SF) and a restaurant/retail building (11,200 SF) totaling 16,600 square feet with associated parking.

The Site Plan is in general conformance with the Preliminary Site Plan (DEVAPP-24-0082) that was approved by the Planning & Zoning Commission on September 3, 2024.

Access:

Access is provided from Craig Road and Preston Road.

Landscaping, Open Space, and Screening:

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

Companion Items:

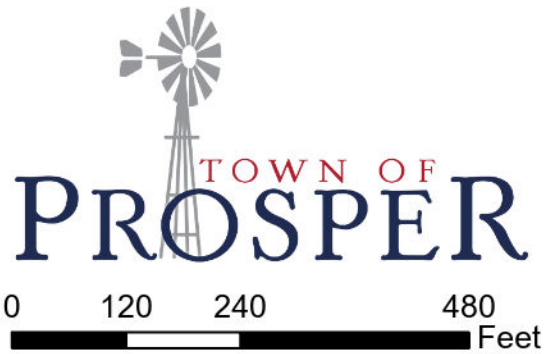
As companion items, the Replat (DEVAPP-24-0141) and Façade Plan (DEVAPP-24-0143) are on this Planning & Zoning Commission agenda.

Attached Documents:

1. Location Map
2. Site Plan
3. Directional Site Plan
4. Approved Preliminary Site Plan

Town Staff Recommendation:

Town Staff recommends approval of the Site Plan, subject to Town Council approval of the Façade Plan (DEVAPP-24-0143).

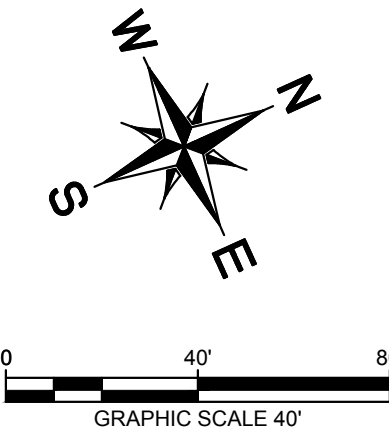


This map for illustration purposes only

DEVAPP-24-0142

Gates of Prosper Block E
Lots 3R1 and 3R2

Site Plan



	PROPOSED FIRE LANE, ACCESS, DRAINAGE AND UTILITY EASEMENT
	EXISTING PAVEMENT
	PROPOSED BUILDING
	PROPOSED CONTOUR - MAJOR
	PROPOSED CONTOUR - MINOR
	EXISTING CONTOUR - MAJOR
	EXISTING CONTOUR - MINOR
	BARRIER FREE RAMP (BFR)
	ACCESSIBLE PARKING SYMBOL
	NUMBER OF PARKING SPACES
	WATER METER (AND VAULT)
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION
	SANITARY SEWER MANHOLE
	TRANSFORMER PAD
	CURB INLET
	GRATE INLET
	JUNCTION BOX OR WYE INLET
	HEADWALL
	TYPICAL
	SANITARY SEWER EASEMENT
	WATER EASEMENT
	DRAINAGE EASEMENT
	BARRIER FREE RAMP
	SIDEWALK
	BUILDING LINE/SETBACK
	CURB INLET
	GRATE INLET
	WYE INLET
	JUNCTION BOX
	MANHOLE
	EXISTING
	PROPOSED

HVAC EQUIPMENT TO BE ROOF MOUNTED AND SCREENED PER TOWN OF PROSPER REQUIREMENTS

- ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ALL CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
4. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
5. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
6. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE. HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO-ORDINATOR/FINAL PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
7. 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 THE 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.
8. OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE. THE OPEN SPACE SHALL NOT INCLUDE: DRIVEWAYS, VEHICULAR PARKING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY RAYS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION POND

ZONING/PROPOSED USE	PD-67/PD BANK
LOT AREA/ SQ. FT. AND AC	42,751 SF: 0.98 AC
BUILDING AREA (gross square footage)	5,400 GSF
BUILDING HEIGHT (number of stories)	28' (1 STORY)
MAX HEIGHT = 40'	
LOT COVERAGE	13.34%
FLOOR AREA RATIO (for non-residential zoning)	13.1
TOTAL PARKING REQUIRED (1:350 FOR BANK)	16 SPACES
TOTAL PARKING PROVIDED	30 SURFACE SPACES
TOTAL HANDICAP REQUIRED	2 SPACES
TOTAL HANDICAP PROVIDED	2 SPACES
INTERIOR LANDSCAPING REQUIRED	510 SQ. FT.
INTERIOR LANDSCAPING PROVIDED	700 SQ. FT.
IMPERVIOUS SURFACE	29,800 SQ. FT.
USABLE OPEN SPACE REQUIRED	3,000 SQ. FT. (7%)
USABLE OPEN SPACE PROVIDED	4,519 SQ. FT. (8%)

*HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH TAS STANDARDS

ZONING/PROPOSED USE	PD-67/PD RETAIL/RESTAURANT
LOT AREA SQ. FT. AND AC	88,564 SF; 2.03 AC
BUILDING AREA (gross square footage)	5,500 GSF (RESTAURANT) 5,700 GSF (RETAIL) 11,200 GSF (TOTAL)
BUILDING HEIGHT (number of stories) MAX HEIGHT = 40'	28' (1 STORY)
LOT COVERAGE	13.17%
FLOOR AREA RATIO (for non-residential zoning)	.13:1
TOTAL PARKING REQUIRED (1,250 FOR RETAIL) (1,100 FOR RESTAURANT)	78 SPACES
TOTAL PARKING PROVIDED	78 SURFACE SPACES
TOTAL HANDICAP REQUIRED	4 SPACES
TOTAL HANDICAP PROVIDED	4 SPACES
INTERIOR LANDSCAPING REQUIRED	1,280 SQ. FT.
INTERIOR LANDSCAPING PROVIDED	2,590 SQ. FT.
IMPERVIOUS SURFACE	47,115 SQ. FT.
USABLE OPEN SPACE REQUIRED	6,200 SQ. FT. (7%)
USABLE OPEN SPACE PROVIDED	8,006 SQ. FT. (9%)

*HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH TAS STANDARDS

I.D.	TYPE	SIZE	NO.	SAN. SEW
△	DOMESTIC	2"	2	1- 8"
△	IRRIGATION	1.5"	2	-



Know what's **below**.
Call before you dig.

Owner:
183 Land Corporation Inc
1 Cowboys Way
Frisco, Texas 75034
Contact: Nicholas Link
Phone: (972)-497-4854

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

GATES OF PROSPER BLOCK E

SITE PLAN

SHEET NUMBER
C-03

No.	REVISIONS	DATE	BY
-----	-----------	------	----

Kimley»»Horn

PRELIMINARY

FOR REVIEW ONLY
Not for construction or permit purposes.

Kimley»Horn

Engineer: RACHEL A. KORUS

P.E. No. 132468 Date 01/30/2025

DATE	01/30/2025
SCALE	AS SHOWN
DESIGNED BY	F
DRAWN BY	E
CHECKED BY	F

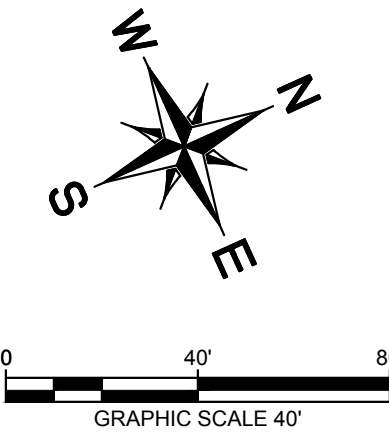
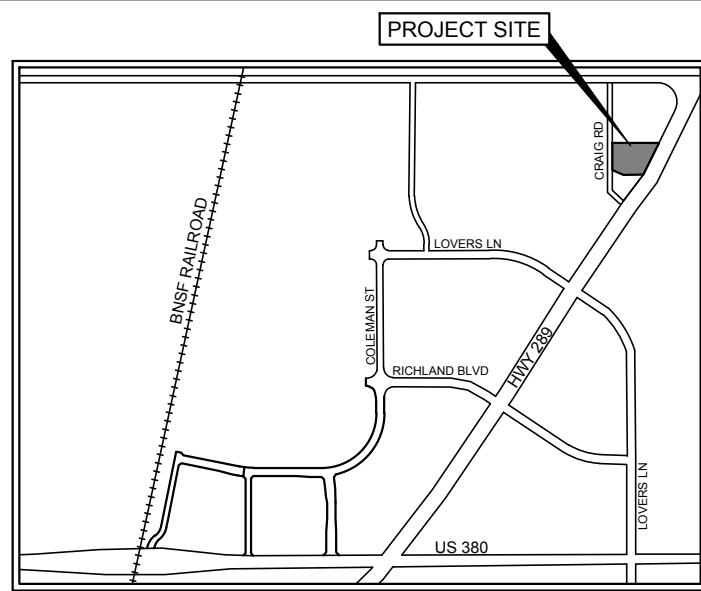
PROSPER, TEXAS

PROSPER, TEXAS

[illegible]

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

APPROVED PRELIMINARY SITE PLAN
(DEVAPP-24-0082)



LEGEND

FL	PROPOSED FIRE LANE, ACCESS, DRAINAGE AND UTILITY EASEMENT
FL	EXISTING PAVEMENT
	PROPOSED BUILDING
	PROPOSED CONTOUR - MAJOR
	PROPOSED CONTOUR - MINOR
	EXISTING CONTOUR - MAJOR
	EXISTING CONTOUR - MINOR
	BARRIER FREE RAMP (BFR)
	ACCESSIBLE PARKING SYMBOL
	NUMBER OF PARKING SPACES
WM	WATER METER (AND VAULT)
FH	FIRE HYDRANT
FDC	FIRE DEPARTMENT CONNECTION
	SANITARY SEWER MANHOLE
	TRANSFORMER PAD
	GRATE INLET
	JUNCTION BOX OR WYE INLET
	HEADWALL
TYP	TYPICAL
SSE	SANITARY SEWER EASEMENT
WE	WATER EASEMENT
DE	DRAINAGE EASEMENT
BFR	BARRIER FREE RAMP
SW	SIDEWALK
BL	BUILDING LINE/SETBACK
CI	CURB INLET
GI	GRATE INLET
WI	WYE INLET
JB	JUNCTION BOX
MH	MANHOLE
EX	EXISTING
PROP.	PROPOSED

NOTES

- ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
4. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
5. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
6. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
7. THE APPROVAL OF 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.
8. OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION POND.

BLOCK E, LOT 4 SITE DATA TABLE

ZONING/PROPOSED USE	PD-67/PD BANK
LOT AREA/ SQ. FT. AND AC	42,751 SF, 0.98 AC
BUILDING AREA (gross square footage)	5,400 GSF
BUILDING HEIGHT (number of stories) MAX HEIGHT = 40'	28' (1 STORY)
LOT COVERAGE	13.34%
FLOOR AREA RATIO (for non-residential zoning)	13:1
TOTAL PARKING REQUIRED (1:350 FOR BANK)	16 SPACES
TOTAL PARKING PROVIDED	30 SURFACE SPACES
TOTAL HANDICAP REQUIRED	2 SPACES
TOTAL HANDICAP PROVIDED	2 SPACES
INTERIOR LANDSCAPING REQUIRED	510 SQ. FT.
INTERIOR LANDSCAPING PROVIDED	700 SQ. FT.
IMPERVIOUS SURFACE	20,900 SQ. FT.
USABLE OPEN SPACE REQUIRED	3,000 SQ. FT. (7%)
USABLE OPEN SPACE PROVIDED	5,330 SQ. FT. (12%)

*HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH TAS STANDARDS

BLOCK E, LOT 3 SITE DATA TABLE

ZONING/PROPOSED USE	PD-67/PD RETAIL/RESTAURANT
LOT AREA/ SQ. FT. AND AC	88,564 SF, 2.03 AC
BUILDING AREA (gross square footage)	5,500 GSF (RESTAURANT) 5,700 GSF (RETAIL) 11,200 GSF (TOTAL)
BUILDING HEIGHT (number of stories) MAX HEIGHT = 40'	28' (1 STORY)
LOT COVERAGE	13.17%
FLOOR AREA RATIO (for non-residential zoning)	13:1
TOTAL PARKING REQUIRED (1:250 FOR RETAIL) (1:100 FOR RESTAURANT)	78 SPACES
TOTAL PARKING PROVIDED	78 SURFACE SPACES
TOTAL HANDICAP REQUIRED	4 SPACES
TOTAL HANDICAP PROVIDED	4 SPACES
INTERIOR LANDSCAPING REQUIRED	1,260 SQ. FT.
INTERIOR LANDSCAPING PROVIDED	2,590 SQ. FT.
IMPERVIOUS SURFACE	47,115 SQ. FT.
USABLE OPEN SPACE REQUIRED	6,200 SQ. FT. (7%)
USABLE OPEN SPACE PROVIDED	10,760 SQ. FT. (12%)

*HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH TAS STANDARDS

BENCH MARK LIST

- BM#419 [X] SET ON SW CORNER OF A CURB INLET LOCATED ON THE SW BLOCK CORNER OF PRESTON ROAD AND FIRST STREET ELEV.=763.68'
- BM#419 [X] SET ON SW CORNER OF A CURB INLET LOCATED ON THE WEST SIDE OF PRESTON ROAD 20'± NORTH OF THE NORTH CURB LINE OF SOUTH CRAIG RANCH ROAD ELEV.=746.71'



PRELIMINARY SITE PLAN
GATES OF PROSPER - BLOCK E
LOTS 3 & 4
DEVAPP-24-0082
Being 3.01 Acres Out Of The
BRADLEY SURVEY Abstract No. 86
Town of Prosper, Collin County, Texas
Submitted: MAY 30, 2024

Owner:
183 Land Corporation Inc.
1 Cowboys Way
Frisco, Texas 75034
Contact: Nicholas Link
Phone: (972)-497-4854

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



P&Z Approved
09/03/2024

Kimley-Horn

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley-Horn
Engineer: JOSEPH C. RICCARDI
P.E. No. 150472 Date: 05/21/2024

GATES OF PROSPER
BLOCK E

PRELIMINARY SITE PLAN

SHEET NUMBER
PSP-1



PLANNING

To: Planning & Zoning Commission

From: Jerron Hicks, Planner

Through: David Hoover, AICP, Director of Development Services

Cc: Suzanne Porter, AICP, Planning Manager

Re: Replat of Gates of Prosper, Block E, Lots 3R1 and 3R2

Meeting: February 18, 2025

Item No. 5

Agenda Item:

Consider and act upon a request for a Replat for Gates of Prosper, Block E, Lots 3R1 and 3R2, on 3.0± acres, located on the west side of Preston Road and 425± feet south of First Street. (DEVAPP-24-0141)

History:

This item was tabled at the February 4, 2025, Planning & Zoning Commission meeting; therefore, it must be removed from the table.

Future Land Use Plan:

The Future Land Use Plan designates this area as Town Center.

Zoning:

The property is zoned Planned Development-67 (Mixed Use).

Conformance:

The Replat conforms to the development standards of Planned Development-67.

Description of Agenda Item:

The purpose of this Replat is to subdivide Lot 3 and create Lots 3R1 and 3R2.

Companion Item:

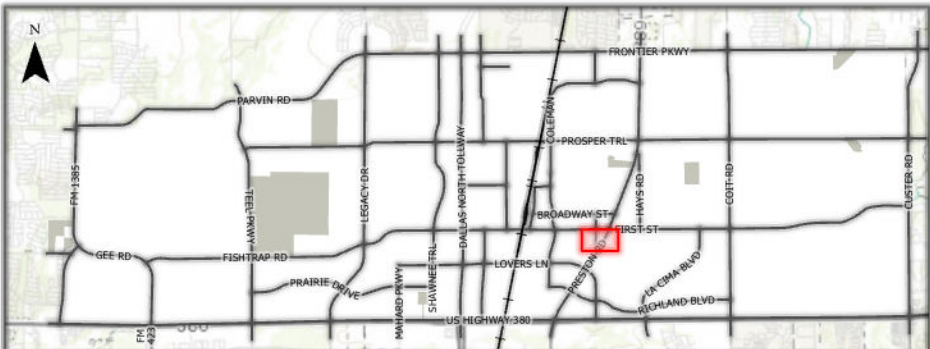
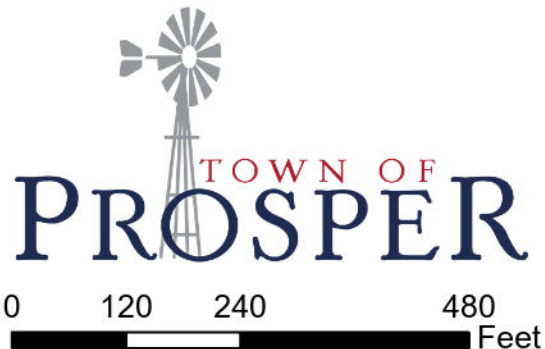
As a companion items, the Site Plan (DEVAPP-24-0142) and the Façade Plan (DEVAPP-24-0143) are on this Planning & Zoning Commission agenda.

Attached Documents:

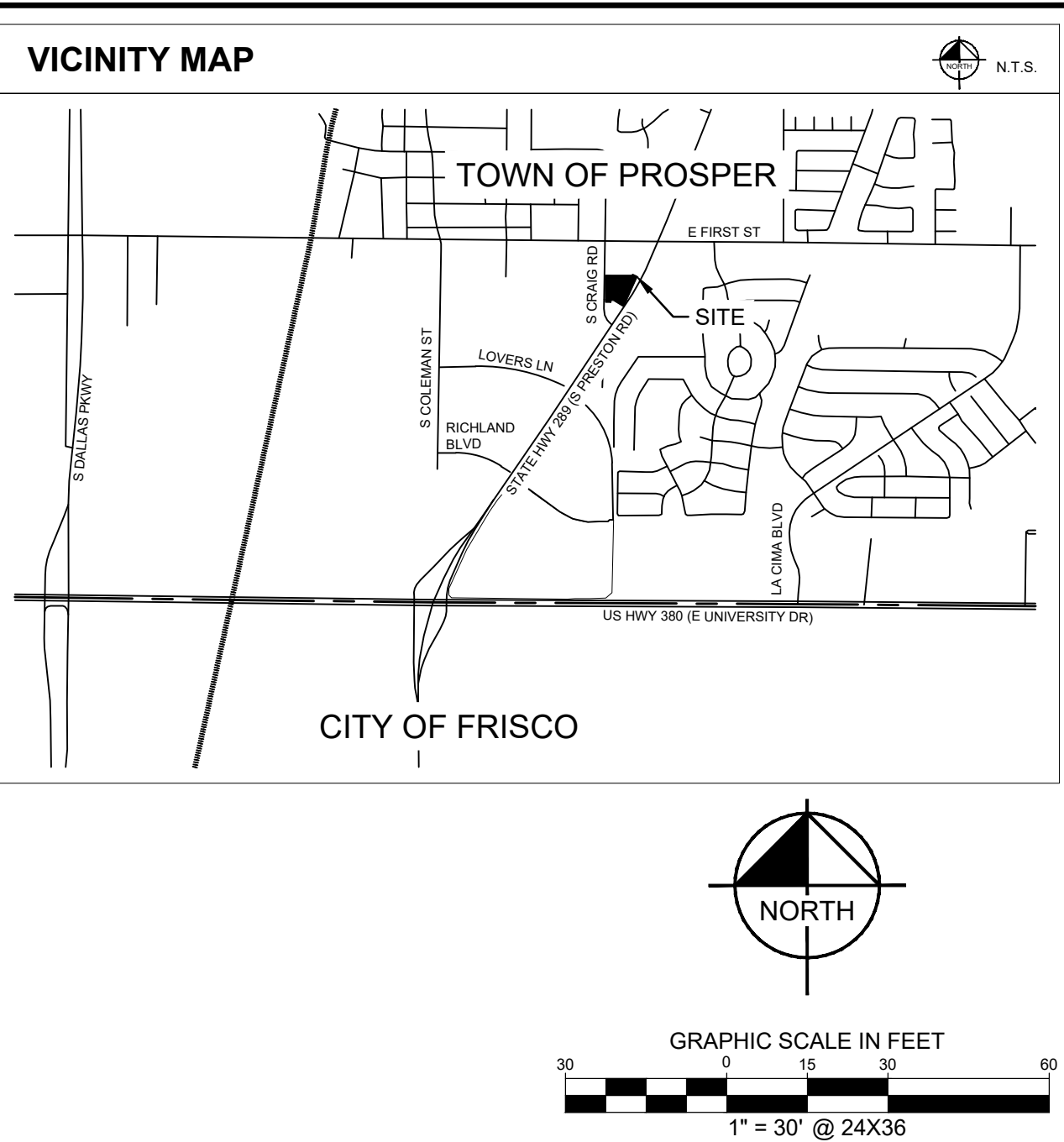
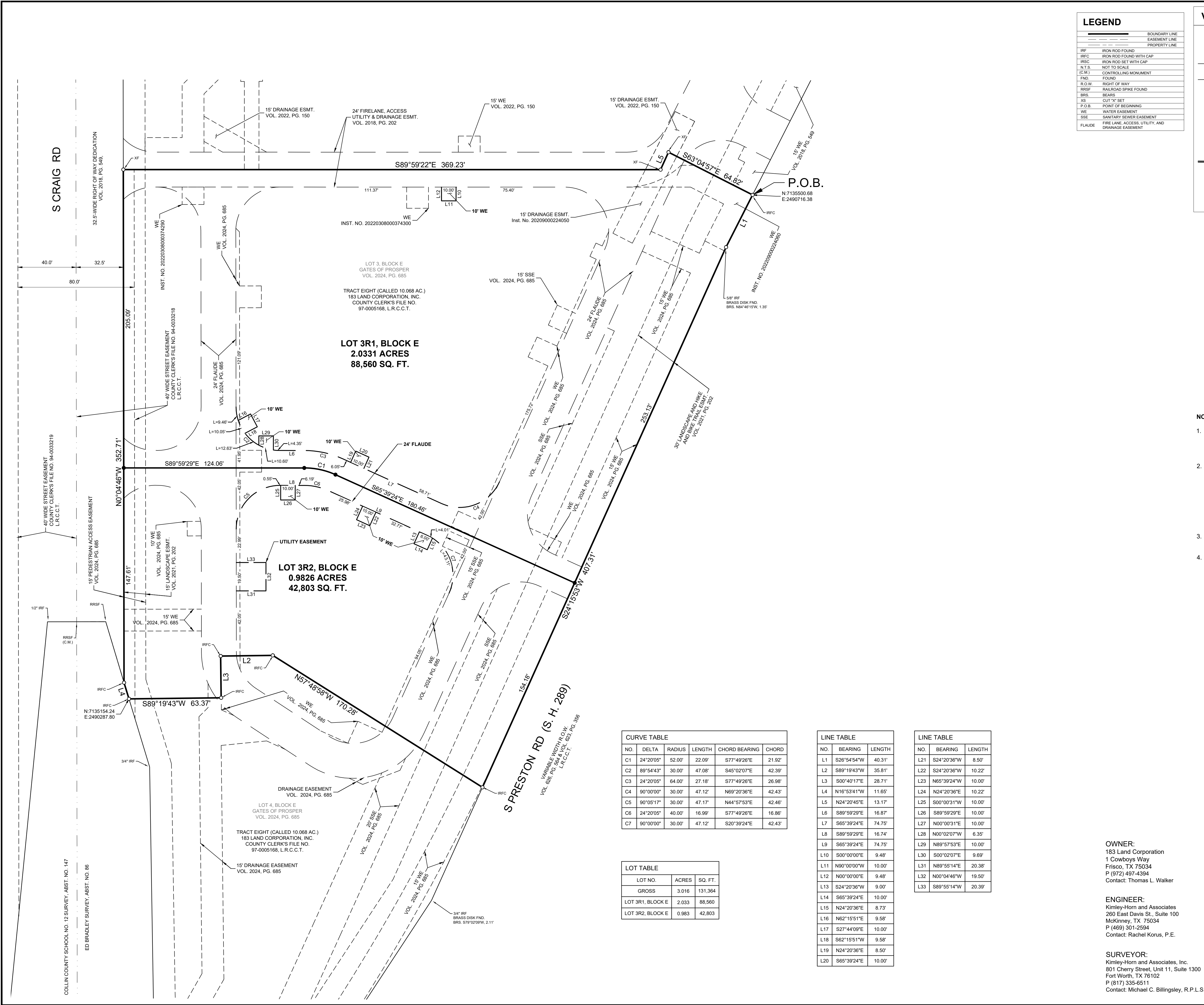
1. Location Map
2. Replat

Town Staff Recommendation:

Town Staff recommends approval of the Replat.



DEVAPP-24-0141
Gates of Prosper Block E
Lots 3R1 and 3R2



- NOTES:**
- Bearing system based on the easterly right of way line of South Craig Road as depicted in the Conveyance Plat of Gates of Prosper, Block E, Lots 1 and 2, recorded in Volume 2018, Page 549, Plat Records, Collin County, Texas, said bearing being North 0°04'46" West.
 - According to Map No. 48085C0235 J dated June 2, 2009, 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 in Zone X (unshaded) and is not within a special flood hazard area. If this site is 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.
 - Landscape easements shall be exclusive of an other type of easement with the exception of existing easements.
 - Notice: Selling a portion of this addition by metes and bounds is a violation of town ordinance and state law and is subject to fines and withholding of utilities and building permits.

DEVAPP-24-0141
REPLAT
GATES OF PROSPER
BLOCK E, LOTS 3R1 & 3R2
AN ADDITION TO THE TOWN OF PROSPER
3.016 ACRES
SITUATED IN THE
ED BRADLEY SURVEY, ABSTRACT NO. 86
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale 1" = 30'
Drawn by GRW
Checked by MCB
Date 01/14/2025
Project No. 068109074
Sheet No. 1 OF 2

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF COLLIN §

BEING a tract of land situated in the Ed Bradley Survey, Abstract No. 86, Town of Prosper, Collin County, Texas and being all of Lot 3, Block E, Gates of Prosper, Block E, Lots 3 and 4, an addition to the Town of Prosper, Texas, according to the Final Plat thereof recorded in Volume 2024, Page 685, Plat Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "KHA" found for the northeast corner of said Lot 3 in the westerly right-of-way line of State Highway No. 289 (South Preston Road) (a variable width public right-of-way);

THENCE South 26°54'54" West, along the said westerly right-of-way line of State Highway No. 289, a distance of 40.31 feet to a 5/8-inch iron rod found for corner;

THENCE South 24°15'53" West, continuing along the said westerly right-of-way line of State Highway No. 289, a distance of 407.31 feet to a 5/8-inch iron rod with cap stamped "KHA" found for the south corner of said Lot 3;

THENCE along the south line of said Lot 3, the following four (4) calls:

North 57°48'58" West, departing the said westerly right-of-way of State Highway No. 289, a distance of 170.28 feet to a 5/8-inch iron rod with cap stamped "KHA" found for corner;

South 89°19'43" West, a distance of 35.81 feet to a 5/8-inch iron rod with cap stamped "KHA" found for corner;

South 00°40'17" East, a distance of 28.71 feet to a 5/8-inch iron rod with cap stamped "KHA" found for corner;

South 89°19'43" West, a distance of 63.37 feet to a 5/8-inch iron rod with cap stamped "KHA" found for corner in the east right-of-way line of South Craig Road (a variable width right-of-way), said iron rod also being the most southerly southwest corner of said Lot 3;

THENCE North 16°53'41" West, along the said east right-of-way line of South Craig Road, a distance of 11.65 feet to a 5/8-inch iron rod with cap stamped "KHA" found for corner;

THENCE North 00°04'46" West, continuing along the said east right-of-way line of South Craig Road, a distance of 352.71 feet to a cut "X" found for the northwest corner of said Lot 3;

THENCE along the north line of said Lot 3, the following three (3) calls:

South 89°59'22" East, departing the said east right-of-way line of South Craig Road, a distance of 369.23 feet to a cut "X" found for corner;

North 24°20'45" East, a distance of 13.17 feet to a cut "X" found for corner;

South 63°04'57" East, a distance of 64.82 feet to the POINT OF BEGINNING and containing 131,364 square feet or 3.0157 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT 183 LAND CORPORATION, acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as GATES OF PROSPER, BLOCK E, LOTS 3R1 & 3R2, an addition to the Town of Prosper, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. 183 LAND CORPORATION, does herein certify the following:

- The streets and alleys are dedicated for street and alley purposes.
- All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
- The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated on this plat.
- No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the Town of Prosper.
- The Town of Prosper is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
- Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and Town of Prosper's use thereof.
- The Town of Prosper and public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
- The Town of Prosper and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
- All modifications to this document shall be by means of plat and approved by the Town of Prosper.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Prosper, Texas. WITNESS, my hand, this the _____ day of _____, 2025.

BY: 183 LAND CORPORATION

BY:

Authorized Signature

Thomas L. Walker, CFO

STATE OF TEXAS §

COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2025.

Notary Public, State of _____

ACCESS EASEMENT

The undersigned covenants and agrees that the access easement(s) may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of general public vehicular and pedestrian use and access, and for the Fire Department, Police, and emergency use in along, upon, and across said premises, with the right and privilege at all times of the Town of Prosper, its agents, employees, workmen, and representatives having ingress, egress, and regress in, along, upon, and across said premises.

FIRE LANE EASEMENT

The undersigned covenants and agrees that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface paved in accordance with Town standards and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking, loading, or unloading of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of pavement in accordance to Town standards of the fire lane easements is the responsibility of the owner, and the owner shall post and maintain signage in accordance to Town standards in conspicuous places along the fire lanes, stating "Fire Lane, No Parking". The police or their duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

LANDSCAPE EASEMENT

The undersigned covenants and agrees that the landscape easement and restrictions herein set forth shall run with the land and be binding on the owner(s) of the property in this subdivision, their successors and assigns, and all parties claiming by, through and under them. In the event a replat is requested on all or part of this property, the Town may require any similar or additional restrictions at its sole discretion. The sole responsibility for maintenance and replacement of landscape materials thereof shall be borne by any 'homeowners' association hereafter established for the owners of lots in this subdivision and/or the owner of the individual lots within this subdivision. Such maintenance and replacement shall be in conformance with the requirements, standards, and specifications of the Town of Prosper as presently in effect or as may be hereafter amended. This provision may be enforced by specific performance or by any other remedy allowed by law. This Landscape Easement shall be void of utilities and other elements unless otherwise approved on the plat.

STREET EASEMENT

The area or areas shown on the plat as "Street Easement" are hereby given and granted to the Town of Prosper (Called "Town") its successors and assigns, as an easement to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain street and highway facilities, together with all appurtenances and incidental improvements, in, upon, and across certain real property owned by Grantor. Appurtenances and incidental improvements include, but are not limited to, curbs, gutters, inlets, aprons, traffic signs with or without attached flashing lights, guard rails, sidewalks, buried conduits, buried Town utilities, and underground franchise utilities. Street Easements shall remain accessible at all times and shall be maintained by the Owners of the lot or lots that are traversed by, or adjacent to the Street Easement. After doing any work in connection with the construction, operation or repair of the street and highway facilities, the Town shall restore the surface of the Street Easements as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Street Easement that were removed as a result of such work.

SURVEYOR'S CERTIFICATE

Know All Men By These Presents:

That I, Michael C. Billingsley, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the Town of Prosper, Texas.

Dated this the _____ day of _____, 2025.

Michael C. Billingsley
Registered Professional Land Surveyor No. 6558
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, Texas 76102
Phone 817-335-6511

PRELIMINARY
THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2025.

Notary Public, State of Texas

CERTIFICATE OF APPROVAL

Approved this _____ day of _____, 20____ by the Planning & Zoning Commission of the Town of Prosper, Texas.

Town Secretary

Engineering Department

Development Services Department

OWNER:
183 Land Corporation
1 Cowboys Way
Frisco, TX 75034
P (972) 497-4394
Contact: Thomas L. Walker

ENGINEER:
Kimley-Horn and Associates
260 East Davis St., Suite 100
McKinney, TX 75034
P (469) 301-2594
Contact: Rachel Korus, P.E.

SURVEYOR:
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, Texas 76102
P (817) 335-6511
Contact: Michael C. Billingsley, R.P.L.S.

DEVAPP-24-0141
REPLAT
GATES OF PROSPER
BLOCK E, LOTS 3R1 & 3R2
AN ADDITION TO THE TOWN OF PROSPER
3.016 ACRES
SITUATED IN THE
ED BRADLEY SURVEY, ABSTRACT NO. 86
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	GRW	MCB	01/14/2025	068109074	2 OF 2



PLANNING

To: Planning & Zoning Commission **Item No. 6**

From: Jerron Hicks, Planner

Through: David Hoover, AICP, Director of Development Services

Cc: Suzanne Porter, AICP, Planning Manager

Re: Façade Plan for Gates of Prosper, Block E, Lots 3R1 and 3R2

Meeting: February 18, 2025

Agenda Item:

Consider and act upon a request for a Façade Plan for a Bank with a Drive-Through and a Drive-Through Restaurant/Retail Building for Gates of Prosper, Block E, Lots 3R1 and 3R2, on 3.0± acres, located on the west side of Preston Road and 425± feet south of First Street. (DEVAPP-24-0143)

History:

This item was tabled at the February 4, 2025, Planning & Zoning Commission meeting; therefore, it must be removed from the table.

Future Land Use Plan:

The Future Land Use Plan designates this area as Town Center.

Zoning:

The property is zoned Planned Development-67 (Mixed Use).

Conformance:

The Façade Plan conforms to the development standards of Planned Development-67.

Description of Agenda Item:

The Façade Plan is for a 5,400 square foot bank building and an 11,200 square foot drive-through restaurant/retail building.

Companion Item:

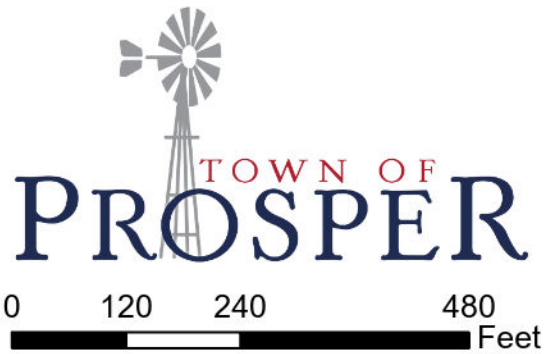
As companion items, the Site Plan (DEVAPP-24-0142) and the Replat (DEVAPP-24-0141) are on this Planning & Zoning Commission agenda.

Attached Documents:

1. Location Map
2. Facade Plan

Town Staff Recommendation:

Town Staff recommends approval of the Façade Plan, subject to Town Council approval.



This map for illustration purposes only

DEVAPP-24-0143

Gates of Prosper Block E
Lots 3R1 and 3R2

Facade Plan

MATERIALS LIST

BRICKS (KING SIZE):

- 1 ACME - MOCHA BROWN ANTIQUE
- 2 ACME - HIGHLAND GRAY

STONE:

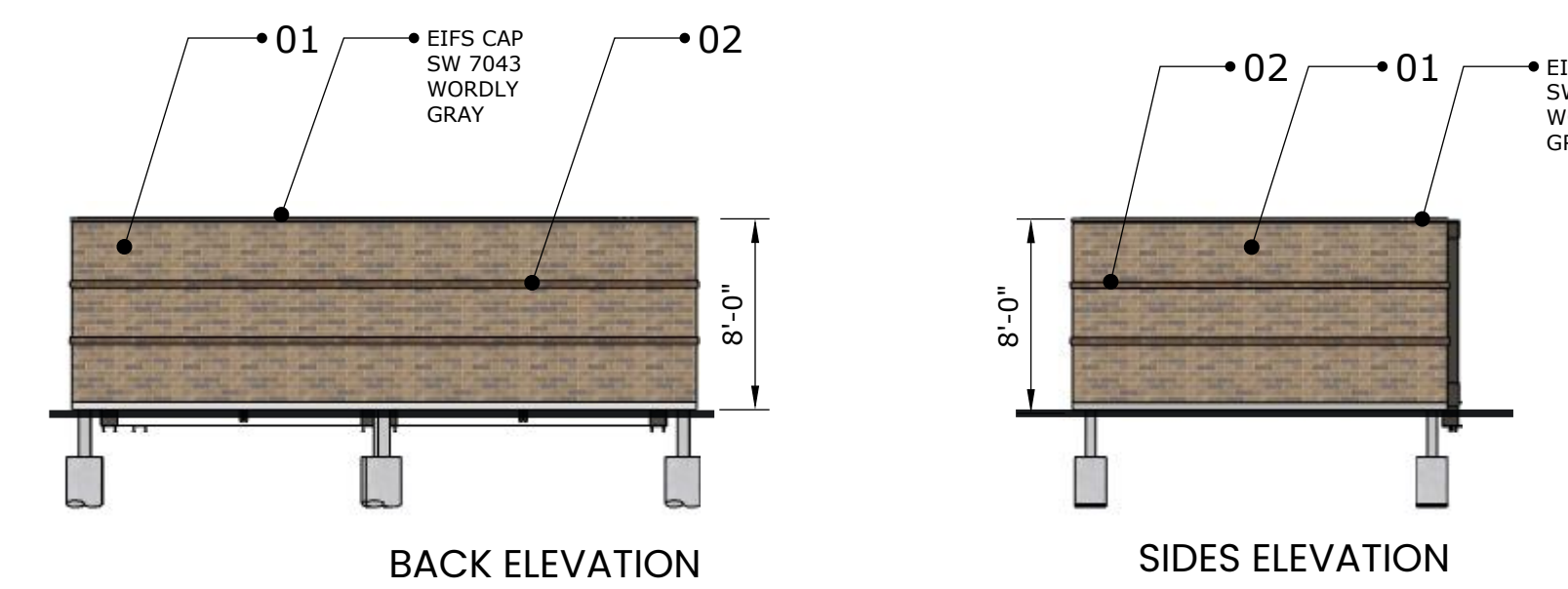
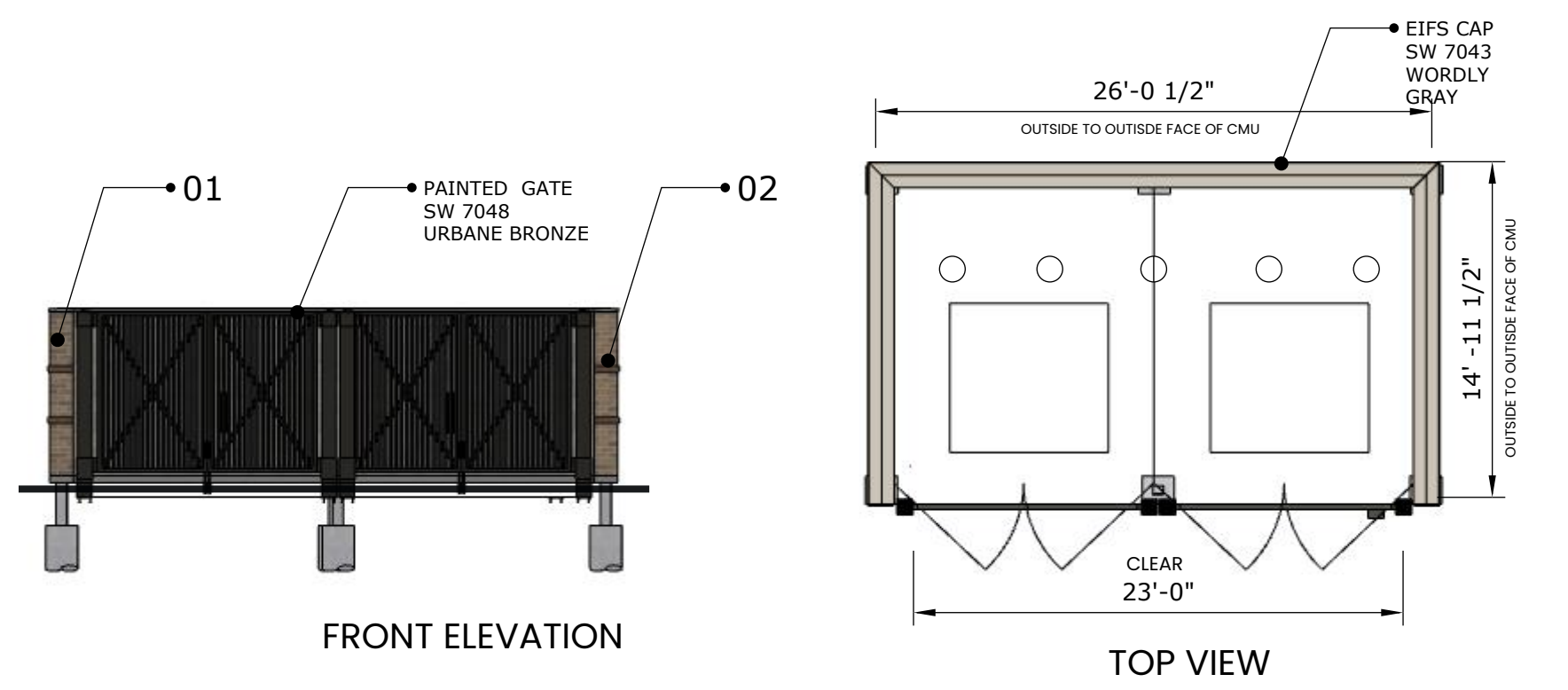
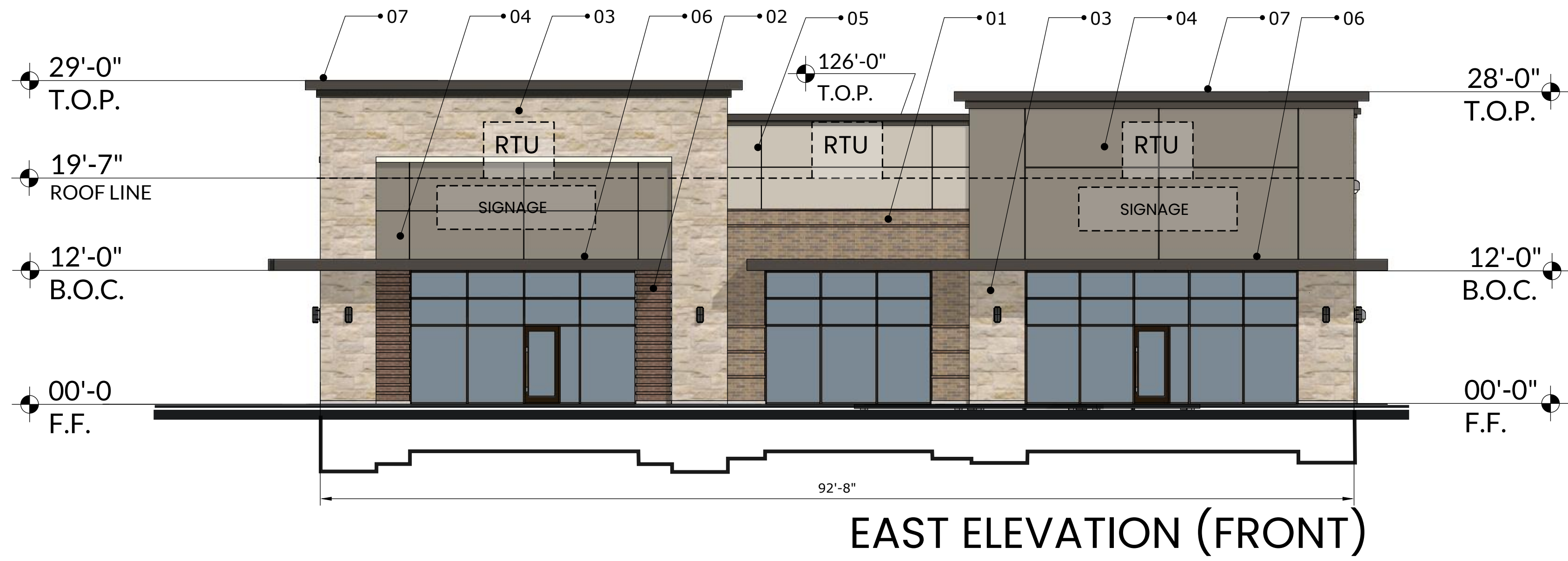
- 3 CORONADO STONE - FREEDOM STONE - TEXAS CREAM

STUCCO COLORS:

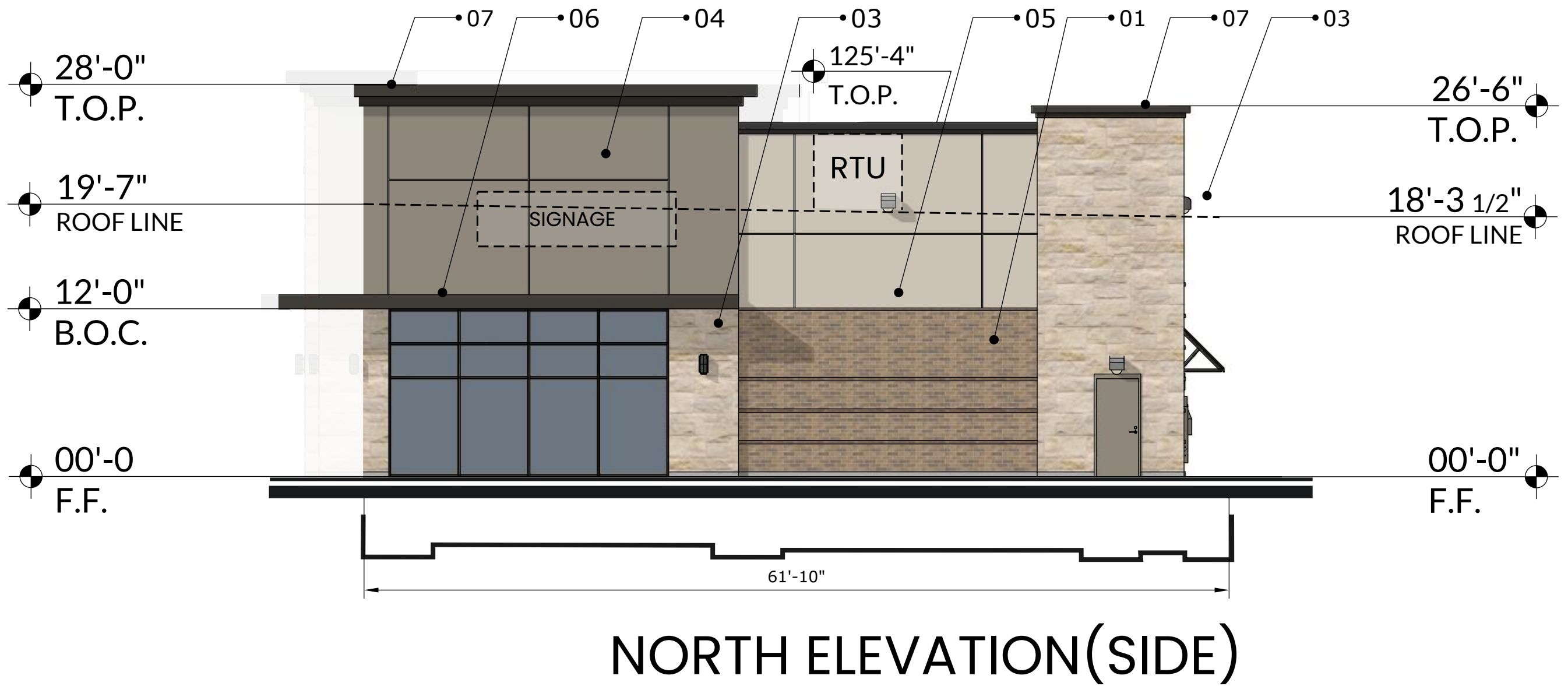
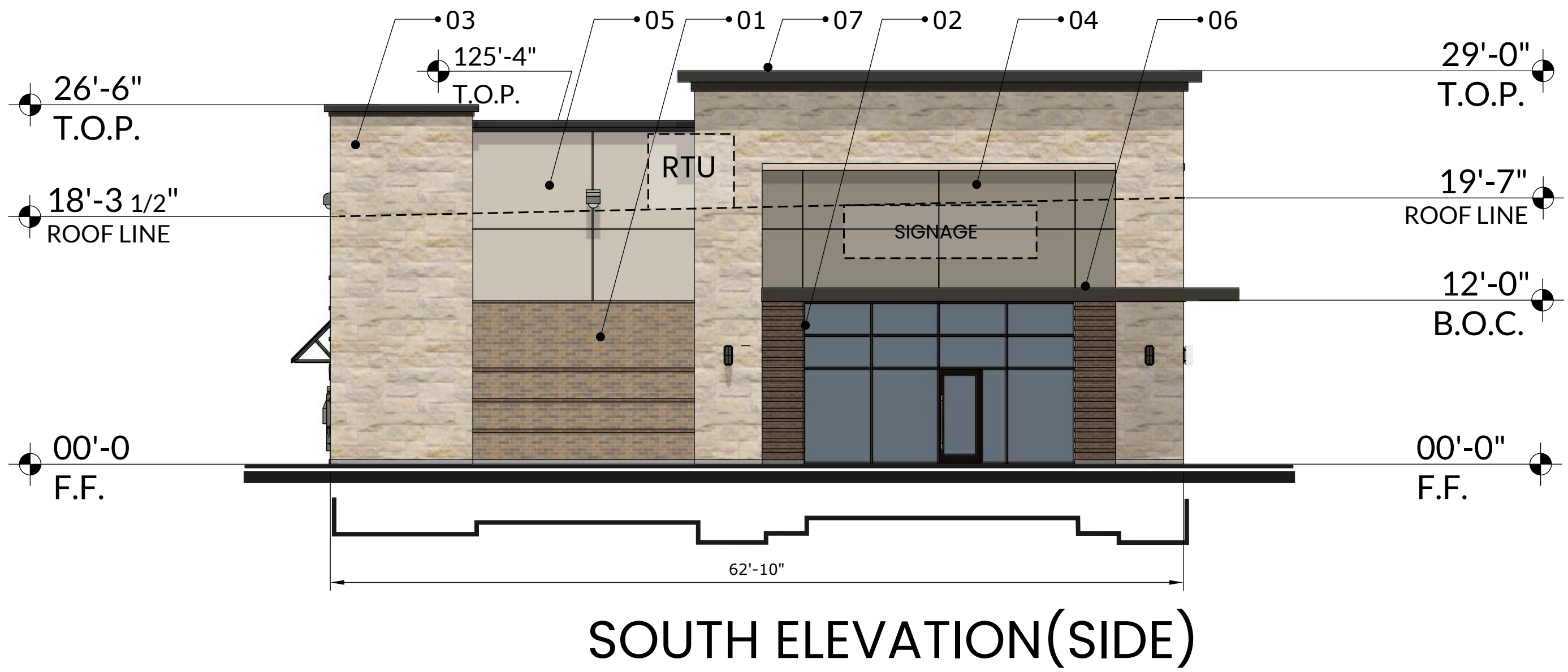
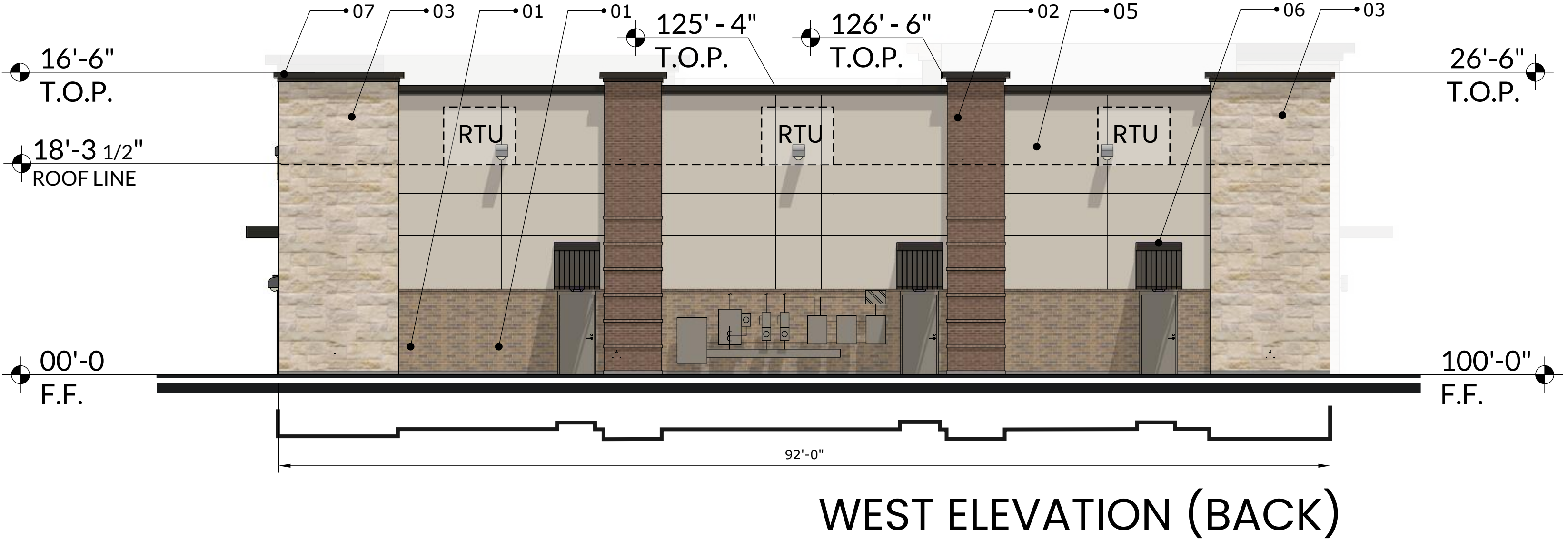
- 4 SW 7046 ANONYMOUS
- 5 SW7043 WORDLY GRAY

METALS:

- 6 METAL CANOPY PAINTED SW 7048 URBAN BRONZE
- 7 METAL COPING/CORNICE DARK BRONZE SW 7048 URBAN BRONZE
- 8 METAL MAN DOORS TO BE PAINTED SW 7046 ANONYMOUS
- 9 DARK BRONZE STOREFRONT W/ VITRO GLASS SOLARBAN 60



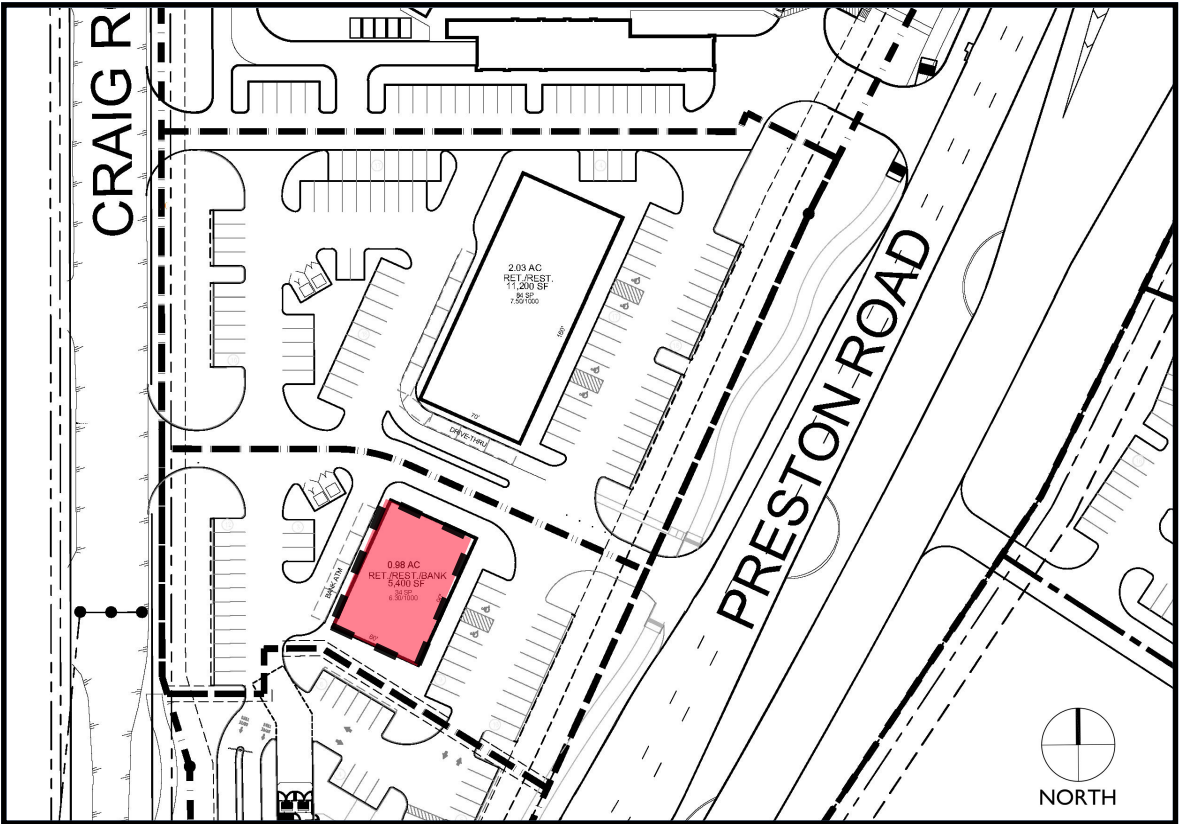
DUMPSTER ENCLOSURE
SCALE: 1/8" = 1'-0"



ELEVATION NOTES

- 1) THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.
- 2) ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL BE PER THE SPECIFICATIONS OF THE ZONING ORDINANCE.
- 3) WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- 4) ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BYTHE BUILDING INPSECTIONS DIVISION.
- 5) WINDOWS SHALL BE MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN(10) PERCENT.
- 6) ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

BUILDING 01	FRONT	BACK	SIDE	SIDE
	EAST ELEVATION	WEST ELEVATION	NORTH ELEVATION	SOUTH ELEVATION
TOTAL SURFACE AREA SQ.FT. (Inc. Glazing)	2,608	2,332	1,674	1,661
NET SURFACE AREA SQ.FT. (Exc. Glazing)	1,884	2,332	1,446	1,420
MATERIAL PERCENTAGES				
ACME - ROYAL OAK BRICK KINGS SIZE	9%	20%	16%	14%
ACME - HIGHLAND GRAY BRICK KINGS SIZE	16%	46%	23%	19%
CORONADO STONE - FREEDOM STONE - TEXAS CREAM	5%	1%	2%	5%
3-COAT PAINTED STUCCO: SW 7046 ANONYMOUS	85%	12%	22%	65%
3-COAT PAINTED STUCCO: SW 7043 WORDLY GRAY	28%	54%	38%	60%
TOTAL MASONRY	38%	2%	29%	15%
Metal Canopy/ Metal Coving	71%	48%	42%	22%
TOTAL SECONDARY MATERIALS	9%	51%	19%	16%
GLAZING	16%	1,191	273	223
	88%	97%	93%	92%
	1,655	2,255	1,339	1,308
	12%	3%	7%	8%
	22%	77	107	112
	12%	3%	7%	8%
	22%	77	107	112
	724	0	228	241



SITE PLAN

FACADE PLAN

GATES OF PROSPER
BLOCK E - LOT 3R1&3R2
DEVAPP-24-0143
BEING 3.01 ACRES OUT OF THE
BRADLEY SURVEY ABSTRACT NO.86
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SUBMITTED: 01/07/2025

OWNER: 183 LAND CORPORATION INC. 1 COWBOYS WAY FRISCO, TEXAS 75034 CONTACT: NICHOLAS LINK PHONE: (972)497-4854
ENGINEER/ SURVEYOR: KIMLEY-HORN AND ASSOCIATES, INC. 260 EAST DAVIS STREET, SUITE 100 MCKINNEY, TEXAS 75069 CONTACT: RACHEL KORUS, P.E. PHONE: (469)301-2580
ARCHITECT: O'BRIEN ARCHITECTS 1722 ROUTH ST., SUITE 122 DALLAS, TEXAS 75201 CONTACT: DAVID TRUONG PHONE: (972) 788-1010

GATES OF PROSPER – PRESTON RD & 1ST. STREET



PROSPER, TX

BLDG.01 ELEVATIONS

SCALE : 1/8"= 1'-0"

01.07.2025



MATERIALS LIST

BRICKS (KING SIZE):

- ① ACME - MOCHA BROWN ANTIQUE
- ② ACME - HIGHLAND GRAY

STONE:

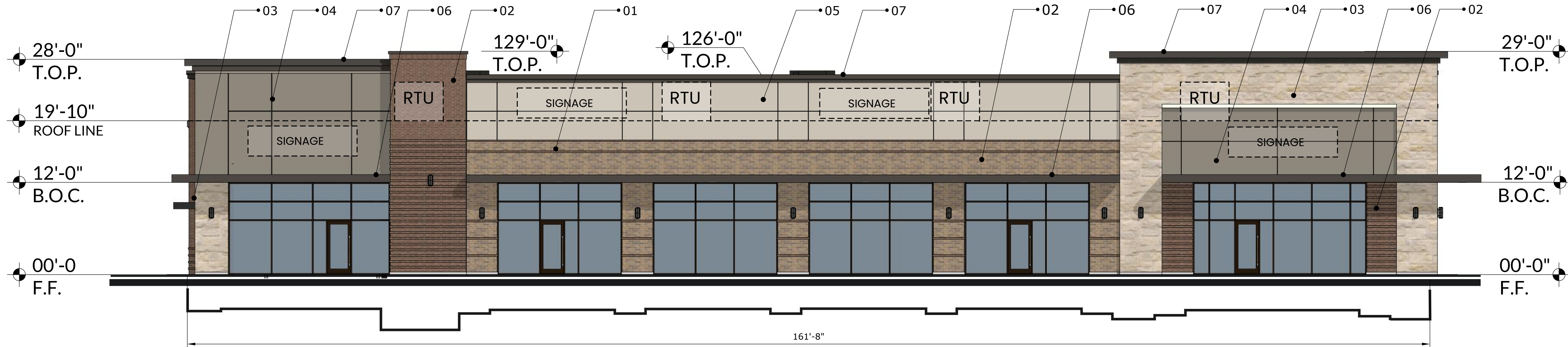
- ③ CORONADO STONE - FREEDOM STONE - TEXAS CREAM

STUCCO COLORS:

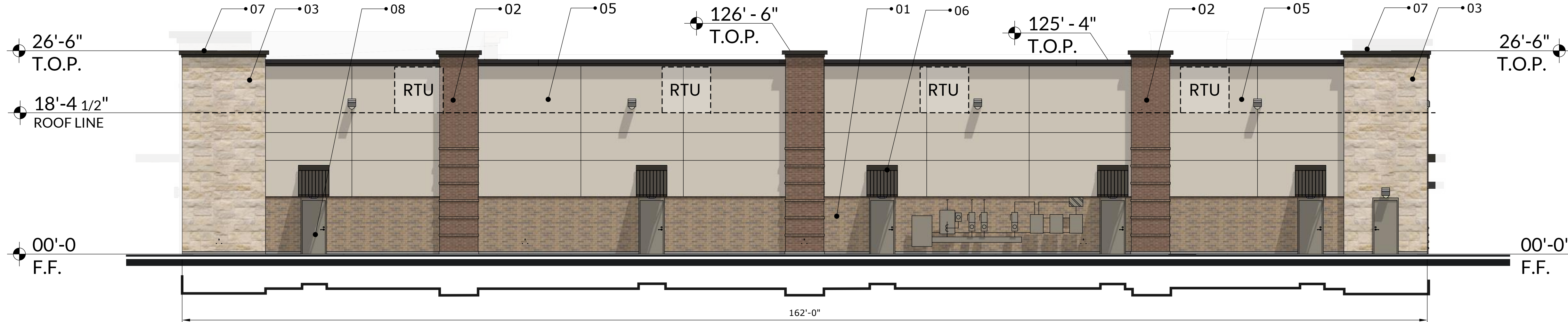
- ④ SW 7046 ANONYMOUS
- ⑤ SW7043 WORDLY GRAY

METALS:

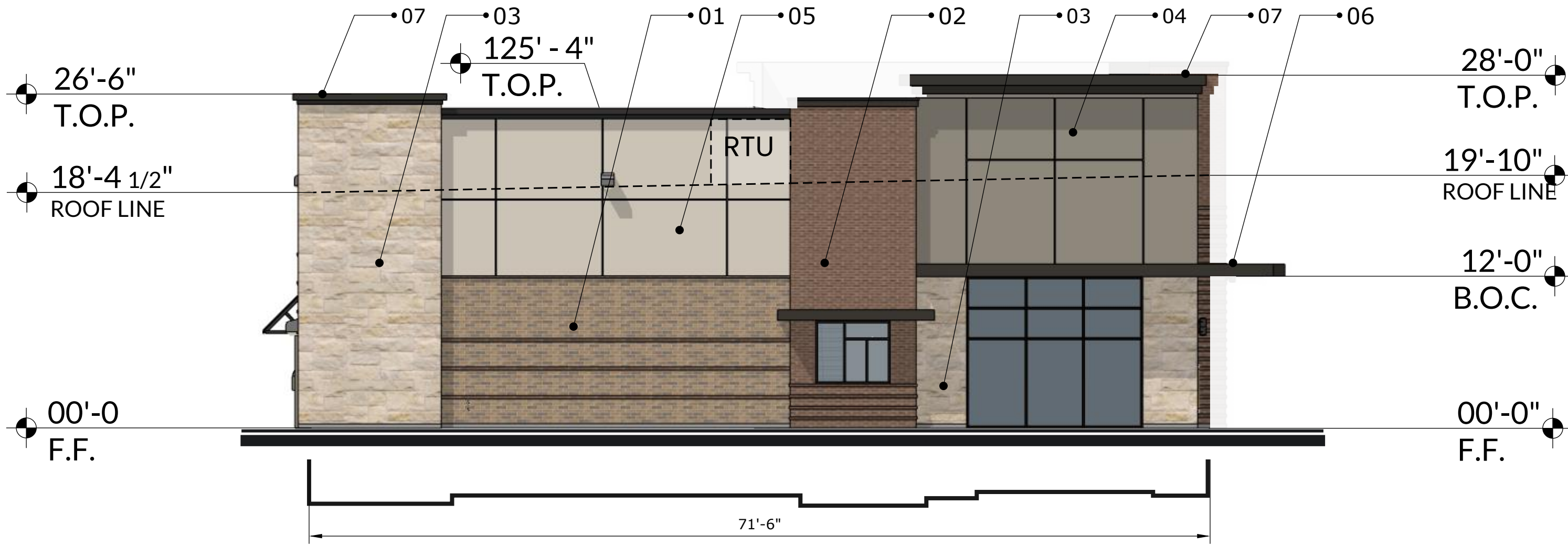
- ⑥ METAL CANOPY PAINTED SW 7048 URBAN BRONZE
- ⑦ METAL COPING/CORNICE DARK BRONZE SW 7048 URBAN BRONZE
- ⑧ METAL MAN DOORS TO BE PAINTED SW 7046 ANONYMOUS
- ⑨ DARK BRONZE STOREFRONT W/ VITRO GLASS SOLARBAN 60



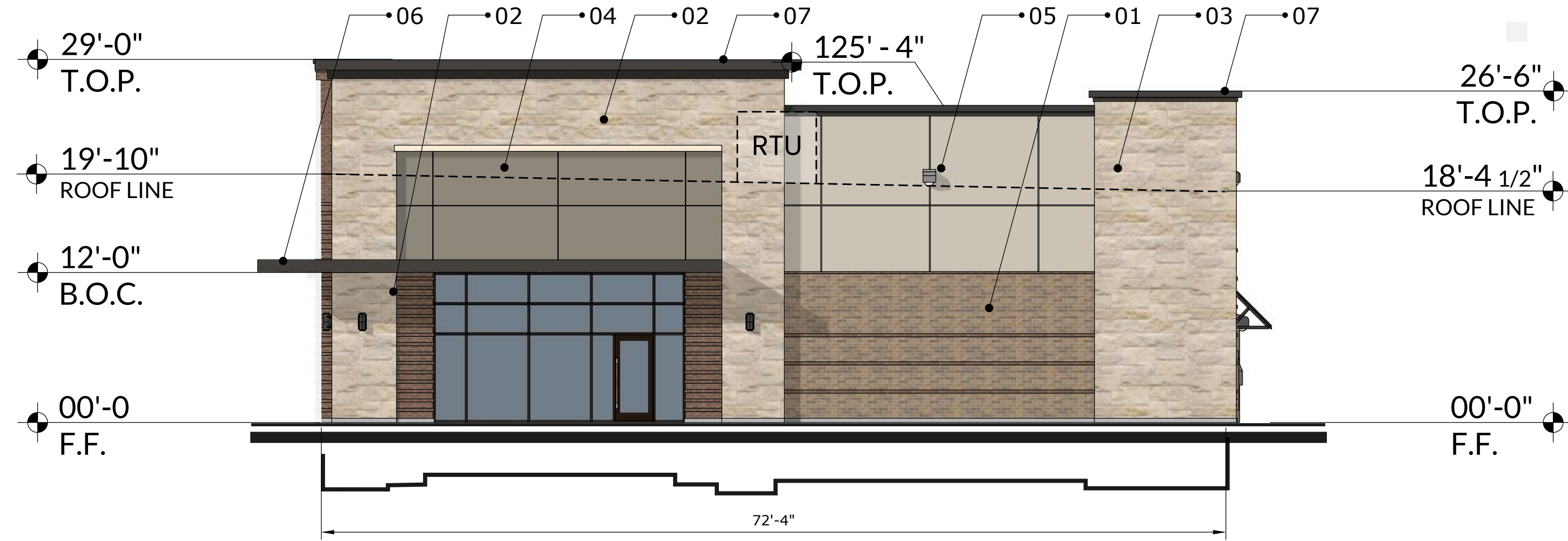
EAST ELEVATION (FRONT)



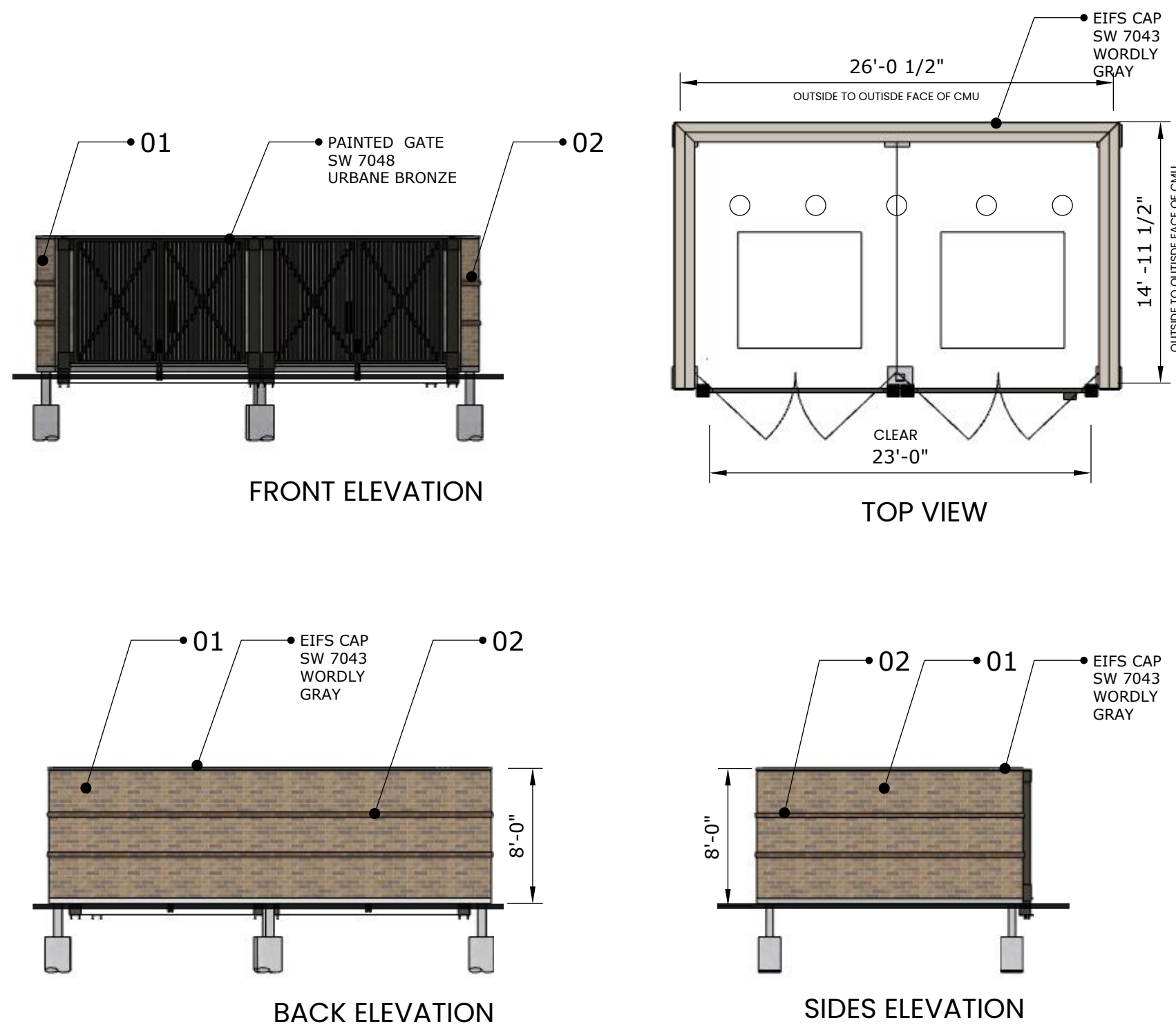
WEST ELEVATION (BACK)



SOUTH ELEVATION(SIDE)



NORTH ELEVATION(SIDE)

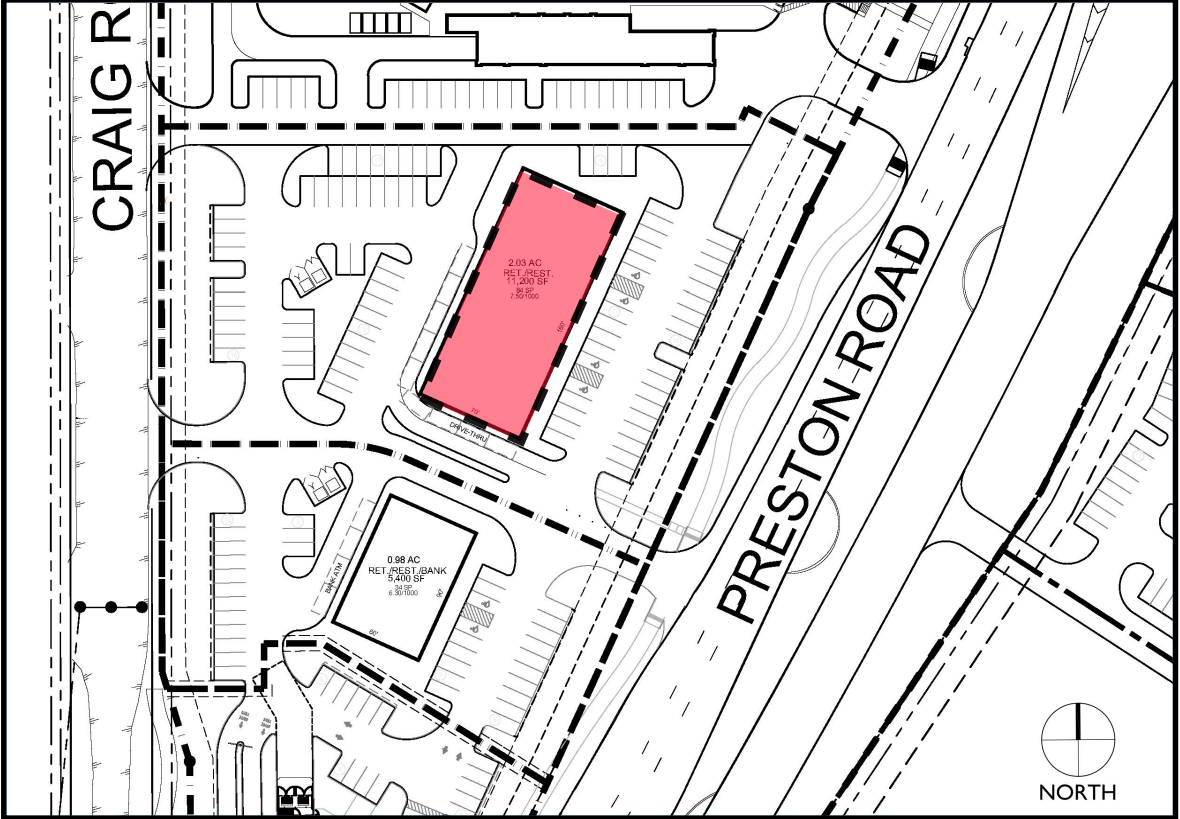


DUMPSTER ENCLOSURE
SCALE: 1/8" = 1'-0"

ELEVATION NOTES

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- 3) WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- 4) ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BYTHE BUILDING INPSECTIONS DIVISION.
- 5) WINDOWS SHALL BE MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN(10) PERCENT.
- 6) ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

BUILDING 02	FRONT	BACK	SIDE	SIDE
	EAST ELEVATION	WEST ELEVATION	NORTH ELEVATION	SOUTH ELEVATION
TOTAL SURFACE AREA SQ.FT. (Inc. Glazing)	4,490	4,103	1,871	1,941
NET SURFACE AREA SQ.FT. (Exc. Glazing)	3,123	4,103	1,630	1,739
MATERIAL PERCENTAGES				
ACME - ROYAL OAK BRICK KINGS SIZE	18%	23%	18%	17%
	569	928	301	293
ACME - HIGHLAND GRAY BRICK KINGS SIZE	11%	1%	5%	15%
	352	23	75	259
CORONADO STONE - FREEDOM STONE - TEXAS CREAM	17%	13%	41%	22%
	529	539	666	387
3-COAT PAINTED STUCCO: SW 7046 ANONYMOUS	22%	2%	13%	20%
	690	98	220	348
3-COAT PAINTED STUCCO: SW 7043 WORDLY GRAY	20%	58%	15%	19%
	630	2,380	248	339
TOTAL MASONRY	89%	97%	93%	94%
	2,770	3,968	1,510	1,626
Metal Canopy/ Metal Coping	11%	3%	7%	6%
	353	135	120	113
TOTAL SECONDARY MATERIALS	11%	3%	7%	6%
	353	135	120	113
GLAZING	1367	0	241	202



SITE PLAN

FACADE PLAN

GATES OF PROSPER
BLOCK E - LOT 3R1&3R2
DEVAPP-24-0143
BEING 3.01 ACRES OUT OF THE
BRADLEY SURVEY ABSTRACT NO.86
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SUBMITTED: 01/07/2025

OWNER:
183 LAND CORPORATION INC.
1 COWBOYS WAY
FRISCO, TEXAS 75034
CONTACT: NICHOLAS LINK
PHONE: (972)497-4854

ENGINEER/ SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100
MCKINNEY, TEXAS 75069
CONTACT: RACHEL KORUS, P.E.
PHONE: (469)301-2580

ARCHITECT:
O'BRIEN ARCHITECTS
1722 ROUTH ST., SUITE 122
DALLAS, TEXAS 75201
CONTACT: DAVID TRUONG
PHONE: (972) 788-1010

GATES OF PROSPER – PRESTON RD & 1ST. STREET



PROSPER, TX

BLDG.02 ELEVATIONS

SCALE : 1/8"= 1'-0"

01.07.2025





PLANNING

To: Planning & Zoning Commission

From: Dakari Hill, Senior Planner

Through: David Hoover, AICP, Director of Development Services

Cc: Suzanne Porter, AICP, Planning Manager

Re: Planned Development for Hub 380 Townhomes

Meeting: February 18, 2025

Item No. 7

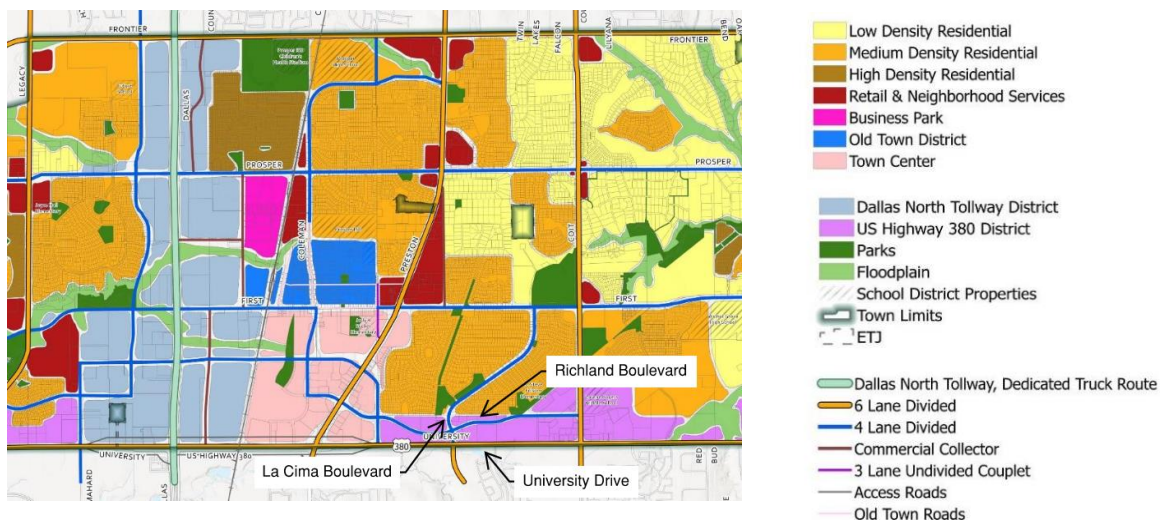
Agenda Item:

Conduct a Public Hearing and consider and act upon a request for a Planned Development for Townhomes on H. Jamison Survey, Abstract 480, Tract 1, on 8.3± acres, located on the north side of Richland Boulevard and 680± feet east of La Cima Boulevard. (ZONE-24-0018)

Future Land Use Plan:

The Future Land Use Plan recommends US Highway 380 District.

- US Highway 380 District recommends a variety of different uses. For residential land uses, this district recommends them to be medium or high density uses to serve as a buffer between more intense activity along US Highway 380 and low density residential areas to the north.



Zoning:

The property is zoned Planned Development-2.

Thoroughfare Plan:

This property has direct access to Richland Boulevard.

Parks Master Plan:

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

Hike & Bike Trail:

The Hike & Bike Trail Master Plan requires a 12' regional veloweb trail along Richland Boulevard.

Legal Obligations and Review:

Notification was provided as required by the Zoning Ordinance and state law. Staff has received seven letters of opposition to the proposed zoning request to date.

Attached Documents:

1. Aerial Map
2. Zoning Map
3. Future Land Use Exhibit
4. Exhibit A – 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 Opposition (Biescar, L.)
13. Letter of Opposition (Grinstead, B.)
14. Letter of Opposition (Helis, L.)
15. Letter of Opposition (Lyons, J.)
16. Letter of Opposition (Manley, V.)
17. Letter of Opposition (Prestage, J.)
18. Letter of Opposition (Stark, J.)
19. Letter of Opposition (Stone, S.)

Description of Agenda Item:

The purpose of this request is to rezone property from Planned Development-2 (Commercial Corridor) to a Planned Development with a base zoning of Townhome. The intent of the request is to construct 53 townhomes with a maximum density of seven units per acre on 8.3± acres.

Compatibility:

The zoning change would not be out of character with the existing area due to compatibility with the surrounding properties. The townhomes provide a transition from surrounding commercial development in the area to the single-family residential area to the north.

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

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Planned Development-2	Vacant	US Highway 380 District
North	Planned Development-6	Single-Family	Medium Density Residential
East	Planned Development-2	Commercial	US Highway 380 District
South	Planned Development-2	Vacant	US Highway 380 District
West	Planned Development-2	Vacant	US Highway 380 District

Density:

Per the Town's Zoning Ordinance, the maximum density for the Townhome District is ten units per acre. The proposed development would allow for a maximum density of seven units per acre.

District Regulations:

The district regulations for this Planned Development in comparison to the district regulations for Downtown Office in the Town's Zoning Ordinance are shown below.

	District Regulations (Zoning Ordinance)	District Regulations (Development Standards)
Minimum Units Per Structure	3 Units	2 Units
Maximum Units Per Structure	8 Units	6 Units
Front Setback	25'	10'
Side Setback (Unit to Unit)	0'	0'
Side Setback (End of Structure)	10'	5'
Side Setback (Adj. to Street)	15'	15'
Side Setback (Adj. to Single-Family)	N/A	10'
Rear Setback	20'	20' (Rear Entry)
Distance Between Structures	20'	10'
Minimum Lot Area	2,500 SF	1,700 SF
Minimum Lot Width	20'	20'
Minimum Lot Depth	100'	85'
Maximum Height	2.5 Stories (Less Than 40')	2.5 Stories (Less Than 40')
Lot Coverage	55%	65%

Uses:

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

- By Right:
 - Townhome
- Uses That Would Be Eliminated:
 - Accessory Building and Uses Customarily Incidental to the Permitted Uses
 - Advertising Signs
 - Antique Shops (Indoor Display Only)
 - Apparel Distribution Centers
 - Appliance Stores
 - Artist Material and Supplies
 - Auto Laundries/Car Wash Facilities
 - Auto Parts Sales (No Outdoor Storage/Display)
 - Automobile Parking Lots and Parking Garages
 - Automobile Sales, Service, and Leasing
 - Baby Shops
 - Baker and Confectionery Shops
 - Banks, Savings, and Loan and Credit Unions (With and Without Drive-Thru Services)
 - Barber/Beauty Shops
 - Beverage Stores
 - Book and Stationary Shops
 - Bus Stops
 - Business Services
 - Cafeterias
 - Camera Shops
 - Candy and Cake Shops
 - Catering Establishments
 - Churches/Rectories
 - Cleaning, Dyeing, Pressing, Pick-Up and Collection Agencies
 - Clothing and Apparel Stores
 - Clothing, Footwear, and Textile Centers
 - Collection Agencies
 - Commercial Amusement Enterprises – Indoor and Outdoor (Excluding Drive-In Theaters)
 - Computer Centers
 - Computer Sales, Service, and Repairs
 - Computer Training Facilities
 - Concrete Batch Plants – Temporary and Incidental to On-Site Construction
 - Convenience Stores
 - Convenience Stores with Gas Service
 - Convention Facilities
 - Copy Services
 - Corporate and Professional Office Facilities and Headquarters
 - Dairy Products and Ice Cream Stores
 - Day Care Centers for Children
 - Delicatessens
 - Department Stores
 - Dinner Theaters

- Distribution Centers and Showrooms (No Outdoor Storage Unless Screened)
- Drapery Shops
- Dress Shops
- Drug Stores/Pharmacies
- Dry Goods Stores
- Electronic Product Sales
- Electronic Security Facilities
- Feed Stores
- Financial Institutions
- Fitness and Health Centers
- Florist and Garden Shops
- Food Product Distribution Centers
- Fraternal Organizations, Lodges, and Civic Clubs
- Funeral Homes and Mortuaries
- Furniture, Home Furnishing, and Equipment Showrooms and Sales
- Furniture Stores
- General Merchandise Stores
- Gift Shops
- Governmental and Utility Agencies, Offices, and Facilities (No Outdoor Storage Unless Screened)
- Greenhouse and Nursery Facilities (Sales Permitted)
- Grocery Stores and Supermarkets
- Guard and Patrol Services
- Hardware and Building Materials Stores (No Outdoor Storage Unless Screened)
- Health Product Sales
- Hospitals and Emergency Centers
- Interior Decorating Stores
- Jewelry Stores
- Key Shops/Locksmiths
- Laboratories – Testing and Experimentation (Emissions of Hazardous or Toxic Chemicals Shall Be Prohibited)
- Laundry and Dry-Cleaning Establishments
- Leather Good Shops
- Meat Markets (No Slaughterhouses or Packing Plants)
- Medical Equipment Showrooms
- Medical and Health Care Facilities
- Museums, Libraries, Art Schools, and Art Galleries
- Musical Instrument Sales
- Newspaper and Magazine Sales
- Newspaper Printing Centers
- Novelty/Notion Stores
- Office Businesses
- Office Equipment Repairs and Maintenance
- Office Showroom Facilities (Sales Permitted)
- Office Supplies and Sales
- Offices – Administrative, General, and Professional Offices (Including But Not Limited To Advertising, Architects, Attorneys, Doctors, Engineers, Insurance, Optometrists, Planners, Psychiatrist, Real Estate, and Travel Agent Offices)
- Paint Stores
- Pet Grooming and Supplies
- Pet Shops

- Photographic Services
- Play Equipment (Sales and Display)
- Post Office Facilities
- Printing and Duplicating Establishments
- Private Club Facilities
- Radio and Television Sales and Service
- Radio and Television Studios and Broadcasting Facilities
- Recreation Centers (Public and Private)
- Restaurants
- Restaurants (With Drive-In/Drive-Thru Service)
- Retail Sales
- Retail Shops and Stores
- Scientific/Research Facilities (Emissions of Hazardous or Toxic Chemicals Shall Be Prohibited)
- Securities and Commodities Offices (Including But Not Limited To Brokers, Dealers, Exchange Offices, Underwriters, and Similar Offices)
- Service Stations – Full Service (Including Bays)
- Service Stations – Self Service
- Sewing Machine Sales and Services
- Shoe and Boot Sales and Repair Stores
- Shopping Centers/Malls
- Sign Sales
- Small Enclosed Machinery Sales and Services (Service and Repair Facilities to be Under Roof and Enclosed)
- Small Truck Sales and Leasing
- Specialty Shops and Boutiques
- Sporting Good Sales
- Storage Facilities and Uses Customarily Incidental to the Primary, Permitted Uses
- Studios (Art, Dance, Gymnastics, Health, Music, Photography, etc.)
- Tailor Shops
- Temporary Building and Uses Incidental to Construction Work on the Premises to be Removed Upon Completion or Abandonment of Construction Work
- Theaters (Indoor)
- Theatrical Centers
- Tire Dealer (No Outdoor Storage)
- Toy Stores
- Trade and Commercial Schools
- Travel Bureaus
- Trophies and Awards Shops
- Utility Distribution Systems and Facilities
- Variety Stores
- Veterinarian Clinics and Kennels – Limited to Small Animals (No Outside Runs)
- Watch Making Shops

Architectural Standards:

The architectural standards within this Planned Development are shown below.

- Building Materials:
 - Permitted Materials (Townhomes)
 - Architectural Concrete Block
 - Cementitious Material
 - Clay Fired Brick
 - Granite
 - Marble
 - Metal
 - Stone (Manufactured and Natural)
 - Stucco (Three-Coat Process Cement Plaster)
 - Permitted Materials (Driveways)
 - Brick Pavers
 - Concrete
 - Concrete (Brick or Stone Border)
 - Concrete (Stamped)
 - Interlocking Pavers
- Design:
 - Cementitious materials may constitute up to 20 percent of the area for stories other than the first story.
 - Any portion of an upper story, excluding windows, that faces hike and bike trails, public or private open space, public or private parks, or a street shall be a minimum of 80 percent masonry.
 - The exterior cladding of chimneys shall be brick, stone (manufactured or natural), or stucco.
 - Cementitious materials may be used for architectural features, including bay windows, chimneys not a part of an exterior wall, columns, garage door headers, roof dormers, window box outs, or other architectural features.
 - Metal surfaces (black metal accents or faux-wood siding) will need to be affixed.
- Roofing:
 - Structures shall have a cement/concrete tile, clay tile, composition, slate, or standing seam metal roof.
 - Metal roofs shall be non-reflective colors.
 - Wood shingles are prohibited.
 - A minimum of 65 percent of the surface area of the composition roofs shall maintain a minimum roof pitch of three by 12 (3:12).
 - A minimum of 75 percent of the surface area of cement tile, clay tile, concrete tile, slate or slate products, or standing seam metal shall maintain a minimum roof pitch of three by 12 (3:12).

Landscaping and Open Space:

The landscaping standards and open space standards for this Planned Development are shown below.

- Landscaping:
 - Easement or Muse Space
 - A 25-foot landscape easement or muse space will be provided adjacent to townhome units fronting Richland Boulevard.
 - Trees
 - All required trees must be at least three caliper inches (3").
 - A minimum of eleven caliper inches (11") shall be required on each lot.
 - A minimum of two trees (four caliper inch minimum) shall be required in each front yard of all lots.
 - The remaining three caliper inches (3") may be located anywhere on each lot.
 - Shrubs
 - All required shrubs must be at least three gallons.
 - A minimum of 20 shrubs shall be planted in each front yard of all lots.
- Open Space:
 - Minimum Requirements:
 - Twenty percent (20%) of the development shall be open space.
 - Features:
 - Five-foot trails shall be provided through muse areas, open space, and around retention ponds.
 -
 - Amenities:
 - The Community Club House for residents is in one of the open space areas.

Parking:

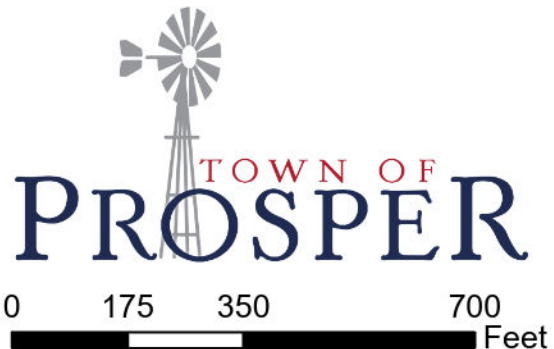
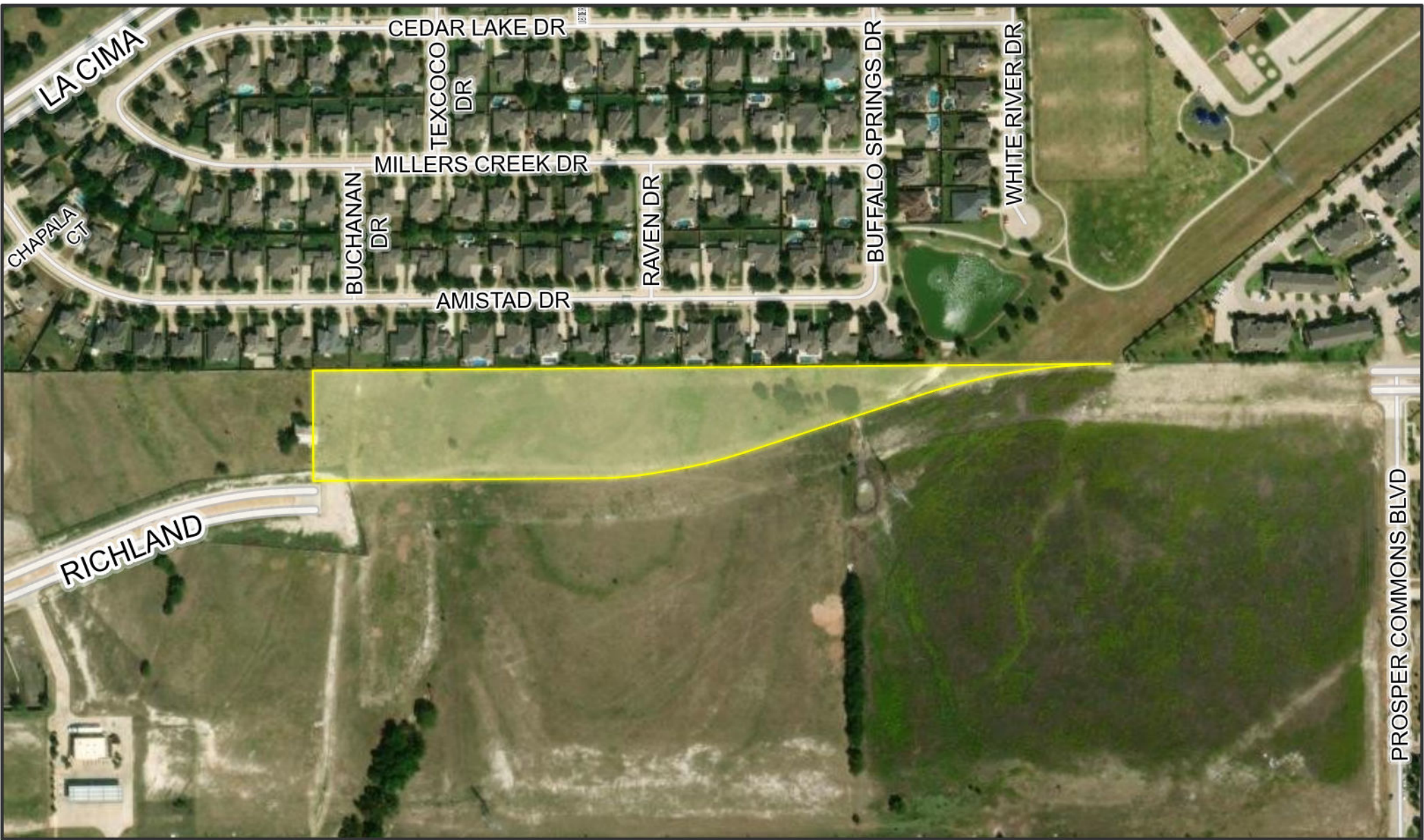
Per the Town's Zoning Ordinance, each townhome unit is required to have an enclosed two-car garage and a driveway that can accommodate two parking spaces. Additional parking will be provided along the residential street.

Town Staff Recommendation:

The proposed zoning request is compliant with the Future Land Use Plan. It provides the Town with the ability to eliminate undesired uses and execute a Development Agreement that ensures quality architectural standards for this development. For these reasons, Town Staff recommends approval of the request for a Planned Development for Townhomes on H. Jamison Survey, Abstract 480, Tract 1, on 8.3± acres, located on the north side of Richland Boulevard and 680± feet east of La Cima Boulevard.

Town Council Public Hearing:

Upon a recommendation by the Planning & Zoning Commission, a Public Hearing for this item will be scheduled for the Town Council at their Regular meeting on March 11, 2025.



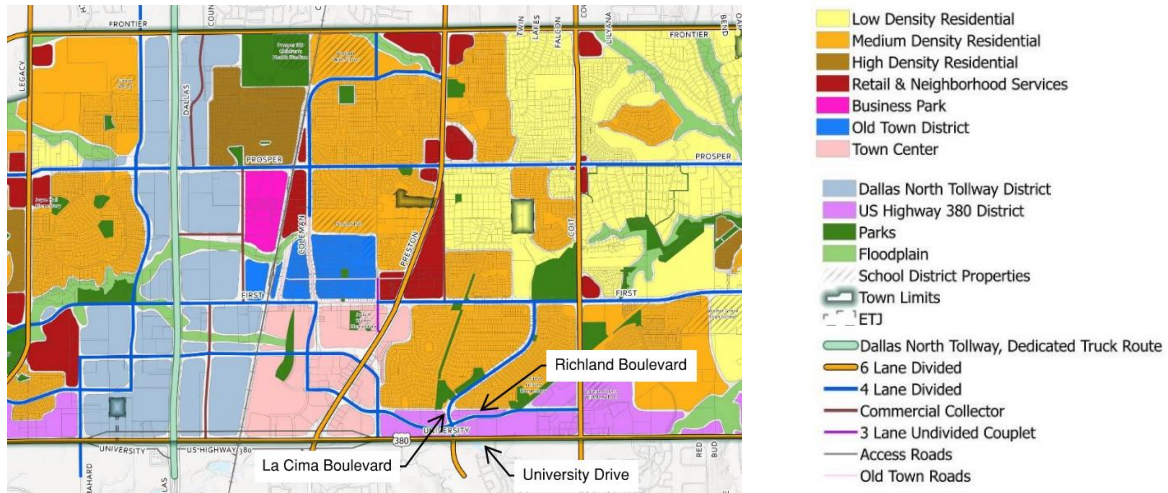
This map for illustration purposes only

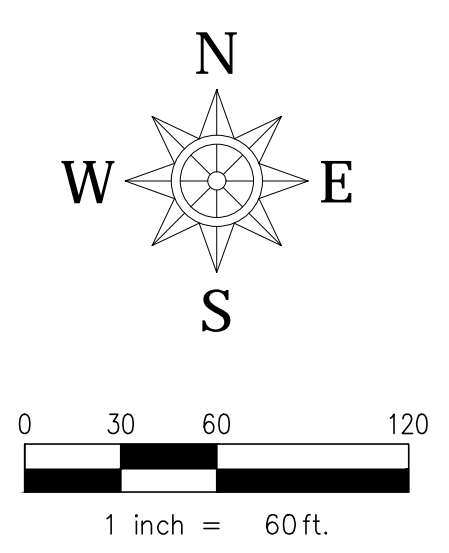
ZONE-24-0018

HUB 380 Townhomes

Planned Development

Future Land Use Exhibit





Basis of bearing: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the H. Jamison Survey, Abstract No. 480, Town of Prosper, Collin County, Texas, being all of a called "Tract 1" conveyed to Hub 380 P II, LLC, by deed recorded in Document No. 2023000023495 of the Official Public Records, Collin County, Texas (OPRCCT), and being all of Lot 11, Block A, Hunter Gateway Centre, recorded in Cabinet 2019, Page 12, Plat Records, Collin County, Texas (PRCCT), with the subject tract being more particularly described as follows:

BEGINNING at 5/8" iron rod with plastic cap found at a point bearing S 89°30'08" W - 12.26' from the SW corner of Lot 14, Block 23 of Lakes of La Cima, Phase One, recorded in Cabinet P, Page 962 PRCCT;

THENCE N 89°30'08" E, 777.01 feet along the south line of Lakes of La Cima, Phase One to a 1/2" iron rod with plastic cap found for the northeast corner of Lot 11 and the northwest corner of Tract 1;

THENCE N 89°30'25" E, 986.53 feet continuing along the south line of Lakes of La Cima, Phase One, to a 5/8" iron rod with plastic cap found for the southwest corner of Lot 1R, Block A, The Estates and Mansions of Prosper, recorded in Cabinet 2010, Page 346 PRCCT, being on the north line of that portion of Richland Boulevard created by right-of-way deed to the Town of Prosper, recorded in Document No. 20191025001347940 OPRCCT;

THENCE S 00°29'22" E, 45.00 feet to a 5/8" iron rod with plastic cap, found at the midway point between the 90 foot Right-Of-Way of Proposed Richland Boulevard, Doc. NO. 20190108010000090, along said bearing;

THENCE around a non-tangent curve to the left having a central angle of 17°34'44", a radius of 1355.21 feet, a chord of S 80°42'38" W - 414.16 feet, an arc length of 415.79 feet to a 5/8" iron rod with plastic cap found;

THENCE S 71°53'43" W, 404.70 feet to a 5/8" iron rod with plastic cap found;

THENCE around a non-tangent curve to the right having a central angle of 14°15'50", a radius of 1221.99 feet, a chord of S 79°25'54" W - 303.43 feet, an arc length of 304.22 feet to a 5/8" iron rod with plastic cap found;

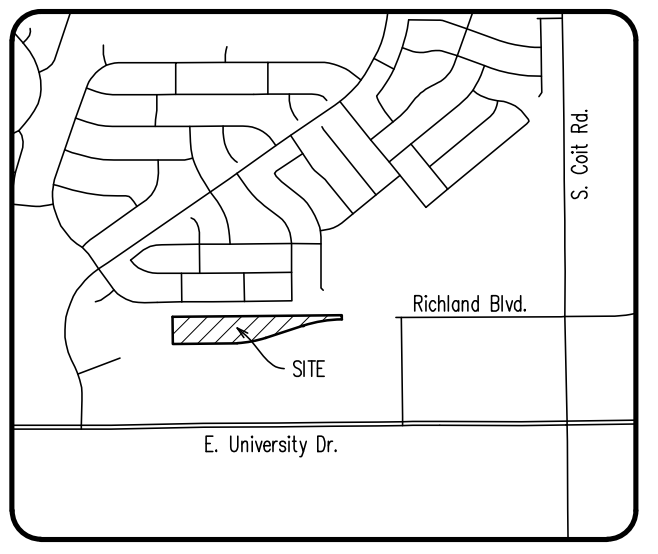
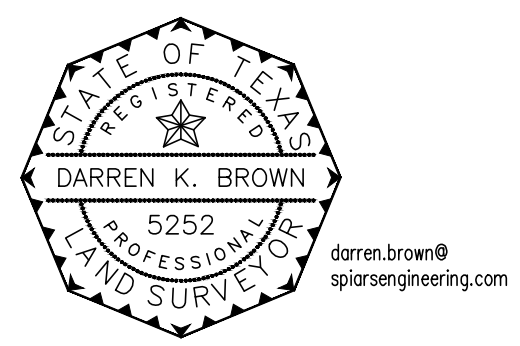
THENCE S 89°22'26" W, 669.99 feet to a 5/8" iron rod with plastic cap found;

THENCE N 00°26'50" W, 285.35 feet along the common line thereof to a point on the south line of Lakes of La Cima, Phase One, recorded in Cabinet P, Page 962 PRCCT;

to the POINT OF BEGINNING with the subject tract containing 361,820 square feet or 8.306 acres of land.

Date of Plat or Map: 2/3/25

D.K.B.
Darren K. Brown, RPLS 5252



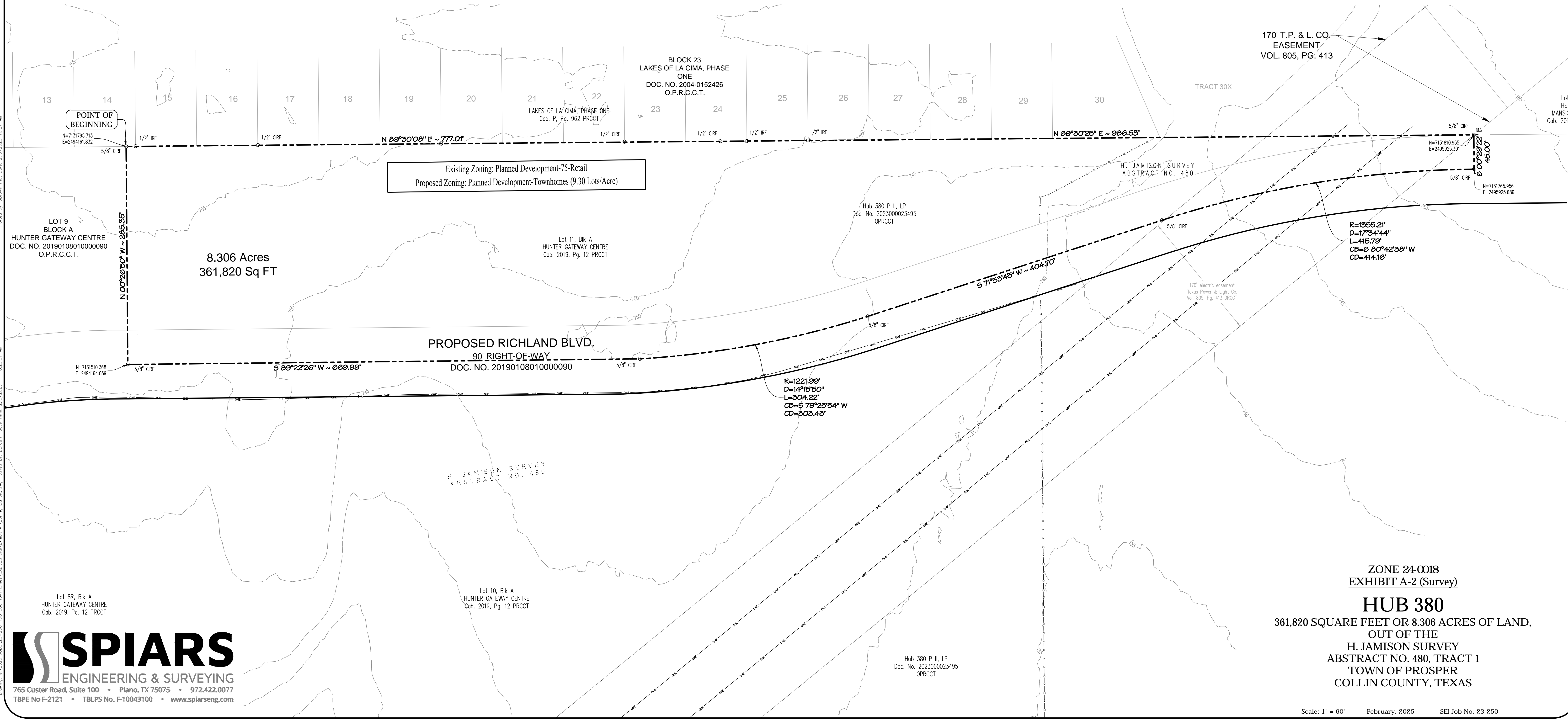
LOCATION MAP
1" = 2000'

LEGEND	
○	1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED.
IRF	IRON ROD FOUND
CRF	CAPPED IRON ROD FOUND
■	POWER POLE
⊙	SAN. SEWER MANHOLE
⊕	STORM SEWER MANHOLE
⋈	LIGHT POLE/STANDARD
⋈	GUY WIRE ANCHOR
⊙	BOLLARD
⋈	SIGNPOST
⋈	FIRE HYDRANT
UGC	UNDERGROUND CABLE MARKER
GTL	GAS TEST LEAD
GM	GAS METER
GAS	GAS LINE MARKER
FOC	FIBEROPTIC CABLE MARKER
⋈	WATER VALVE
⋈	WATER METER
SSCO	SANITARY SEWER CLEANOUT
—x—x—	CHAIN LINK FENCE
—x—x—	BARBED WIRE FENCE
—x—x—	WOOD FENCE
—O—O—	OVERHEAD POWER LINE
CM	CONTROL MONUMENT

Note:
1)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.
2)No FEMA Floodplain exists on this site. FEMA Panel 48085C023J

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPELS No. F-2121 And No. F-10043100
Contact: (Tristan Poore)

OWNER / APPLICANT
Capitalize Ventures
5 Cowboys Way, #300
Frisco, TX 75034
Telephone: (630) 987-9275
Contact: Krishna Nimmagadda



ZONE 24-0018
EXHIBIT A-2 (Survey)

HUB 380

361,820 SQUARE FEET OR 8.306 ACRES OF LAND,
OUT OF THE
H. JAMISON SURVEY
ABSTRACT NO. 480, TRACT 1
TOWN OF PROSPER
COLLIN COUNTY, TEXAS



Drawing: G:\2023_0085\23-250_HUB 380_Townhomes\CAD\Exhibits\Exhibit A (Zoning Exhibit).dwg Saved By: DBrown Save Time: 2/3/2025 10:26:37 AM Plotted by: DBrown Plot Date: 2/2/2025 10:27 AM

ZONE 24-0018
-EXHIBIT B-
Letter of Intent

This planned development district, HUB380 Townhomes, is located between the proposed Richland Boulevard and the Lakes of La Cima Phase 1. This parcel is ideal for townhomes to transition between the planned commercial to the south of Richland Boulevard and the single-family residential lots to the north.

These high-end townhomes will be at 6.38 units per acre with a proposed 53 townhome units on a gross 8.306 acres. Lots will be rear-entry and front open spaces, creating walkable, centralized community areas. The proposed landscaping is included in this submittal and shows how the intentional landscaping will create a desirable community and trail system. The following standards and criteria create a high-density yield while ensuring top quality appearance.

Regards,
SPIARS Engineering



Tristan R. Poore, P.E.

ZONE 24-0018
-EXHIBIT C-
Planned Development Standards

The proposed development will conform to the development standards of the Townhome District of the Town of Prosper's Zoning Ordinance, as it exists or may be amended, and Subdivision Ordinance, as it exists or may be amended, except as otherwise set forth in these Development Standards.

1. Except as noted below, the Tract shall develop in accordance with the Townhome District requirements of the Town of Prosper's Zoning Ordinance, as it exists or may be amended.

2. 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.

3. **Uses:** Uses shall be permitted in accordance with the Townhome District exception as follows:

- a. Attached residential dwelling units in structures accommodating two units.

4. **Regulations:** Regulations shall be permitted in accordance with the Townhome District and as specified below:

a. Development Standards:

DEVELOPMENT STANDARDS – TOWNHOMES	PROSPER TH STANDARDS	PROPOSED PD TH STANDARDS
MAX DENSITY	10 UPA	7 UPA
MIN FRONT YARD SETBACK	25'	10'
MIN SIDE YARD SETBACKS		
UNIT TO UNIT	0'	0'
UNIT AT END OF STRUCTURE	5'	5'
ADJACENT TO SINGLE-FAMILY	10'	10'
ADJACENT TO SIDE STREET	15'	15'
BETWEEN STRUCTURES	10'	10'
MIN REAR YARD SETBACK	20'	20' (REAR ENTRY)
MIN LOT DEPTH	100'	85'
MIN LOT WIDTH	20'	20'
MIN LOTS PER PAD	3	2
MAX LOTS PER PAD	6	6

DEVELOPMENT STANDARDS – TOWNHOMES	PROSPER TH STANDARDS	PROPOSED PD TH STANDARDS
MIN LOT AREA	2500 SQFT	1700 SQFT
MAXIMUM HEIGHT	2.5 STORIES, < 40’	2.5 STORIES, < 40’
LOT COVERAGE	55 PERCENT	65 PERCENT

b. Thoroughfares & Muse Space

- i. The proposed roadway is a 50’ Right of Way and 31’ back of curb to back of curb pavement section with curb and gutter per the Town’s Residential Local Street Section.
- ii. These townhomes are rear entry from the 50’ Roadway and will front a minimum 25’ Muse space or 25’ Landscape Easement.
- iii. Richland Blvd. will be built to tie into the existing Richland Blvd. adjacent to this property boundary limits.
- iv. Parking will be provided as required by the Town of Prosper’s subdivision ordinance. Two garage spaces will be provided, and two driveway spaces will be provided in the 18’ wide by 20’ long driveways. Additional parking will be provided along the 31’ residential street.

c. Open Space & Amenities

- i. Min of 20% Open Space Required.
- ii. Proposed 5’ Trails through open spaces, through muse areas and around proposed retention ponds.
- iii. Community Club House provided for residence.

d. Architectural Standards: Should a discrepancy exist between the Town Zoning or Subdivision Ordinance and the standards within this PD, the language herein shall prevail. The area and building standards for the single-family lots are as follows:

1. **Driveways:** Driveways shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.
2. **Exterior Surfaces:**
 - a. Masonry is defined as clay fired brick, natural and manufactured stone, granite, marble, stucco, cementitious material, and architectural concrete block. The exterior facade of a main building or structure, excluding glass windows and doors, shall be

constructed on sixty percent (60%) masonry, twenty percent (20%) stucco and twenty percent (20%) metal subject to the following conditions:

1. Stucco on structures shall be traditional 3-coat process cement plaster stucco.
2. Cementitious materials may constitute up to twenty percent (20%) of the area for stories other than the first story.
3. Any portion of an upper story, excluding windows, that faces a street, public or private open space, public or private parks, or hike and bike trails, shall be a minimum of sixty percent (60%) masonry.
4. The exterior cladding of chimneys shall be brick, natural or manufactured stone, or stucco.
5. Cementitious materials may 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.
6. EIFS (exterior insulating and finish process) is not allowed on structures
7. Metal surfaces (faux-wood siding or black metal accents) will need to be affixed per the manufacturer's recommendations.

3. **Roofing:**

- a. Structures constructed on Lots shall have a composition, slate, clay tile, standing seam metal, or cement/concrete tile roof. Wood shingles are prohibited. All roofs shall be guttered.
- b. Metal roofs shall be non-reflective colors
- c. A minimum of sixty five percent (65%) of the surface area of composition roofs shall maintain a minimum roof pitch of three by twelve (3:12).
- d. A minimum of seventy-five percent (75%) of the surface area of clay tile, cement tile, slate or slate products, standing seam metal,

or concrete tile shall maintain a minimum roof pitch of three by twelve (3:12).

4. **Garages:**

- a. Dwellings shall have a minimum of two (2) car garage bays totaling a minimum of three hundred and sixty square feet (360 sf).
- b. Side entry garages shall be permitted on corner lots.
- c. Garage doors directly facing a street shall be located no closer than twenty feet (20') from the property line.

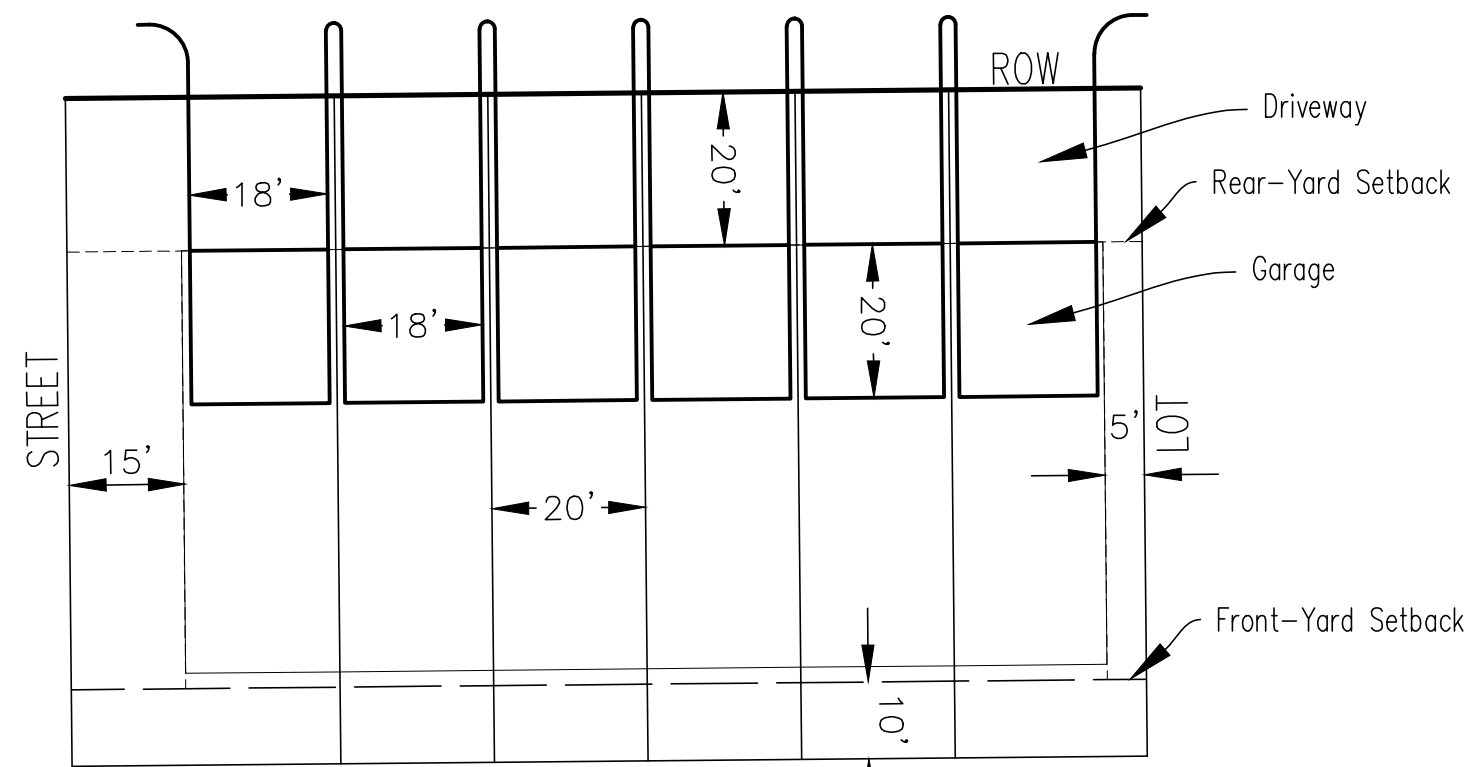
5. **Plate Height:** Each structure shall have a minimum principal plate height of ten feet (10') on the first floor.

6. **Air Conditioners:** No window or wall air conditioning units will be permitted on structures. All mechanical equipment (pool, air conditioning, solar collectors, etc.) must be completely screened from public view. A combination of screens, hedges, or walls should be used to screen equipment or mechanical areas.

7. **Maximum Lot Coverage:** Sixty five percent (65%)

8. **Landscaping:**

- a. Required trees shall not be smaller than three (3) caliper inches. A minimum of two (2) - four (4) caliper inch trees shall be located in the front yard of all Lots. The total caliper inches shall be eleven (11) caliper inches. The remaining required trees may be placed in the front or rear of the Lots.
- b. The minimum of twenty (**20**) shrubs, each a minimum of three (3) gallon in size when planted, shall be planted in the front yard of all Lots.
- c. One hundred percent of all front, side, and rear yards not covered by hardscape/xeriscape or landscaped beds shall be irrigated and sodded.
- d. All foundations visible from street shall have flower beds or evergreen shrubs generally screening foundation.



Typical Lot Detail
N.T.S.

PROPOSED LAYOUT PER PROSPER TH ORDINANCE	
Front Yard	10'
Rear Yard	20' (Rear Entry)
Lot Depth	85'
Pad Depth	55'
Lot Width	20' (Additional 5' on side of lot at end of structure: 15' on corner lot adjacent to street)
Min. Lots per Pad	2
Max. Lots per Pad	6
Street Pavement	31" B-B/37" B-B
Street R.O.W.	50'/60'
Density	6.38 units/acre

All townhomes shall be provided with an NFPA 13D automatic fire sprinkler system.

OPEN SPACE		
Open Space	7,792sq (1.61 Acres)	25%
Total Site Area	31,218sq (6.45 Acres)	100%

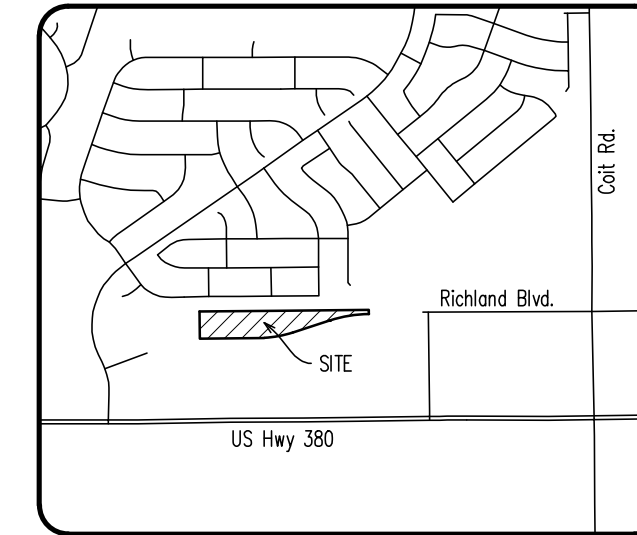
Note:

1)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.

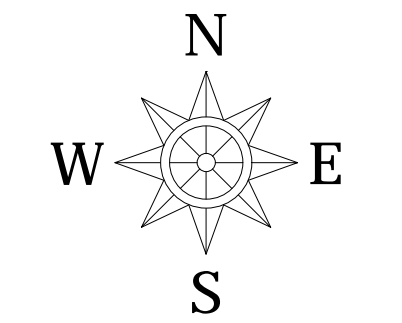
2)All proposed driveways shall meet Town of Prosper standards in regards to spacing, throat depth, and such.

3)The Traffic Impact Analysis (TIA) shall be provided at time of Preliminary Plat. Additional improvements or modifications may be required to accommodate results.

4)No FEMA Floodplain exists on this site. FEMA Panel 48085C023J

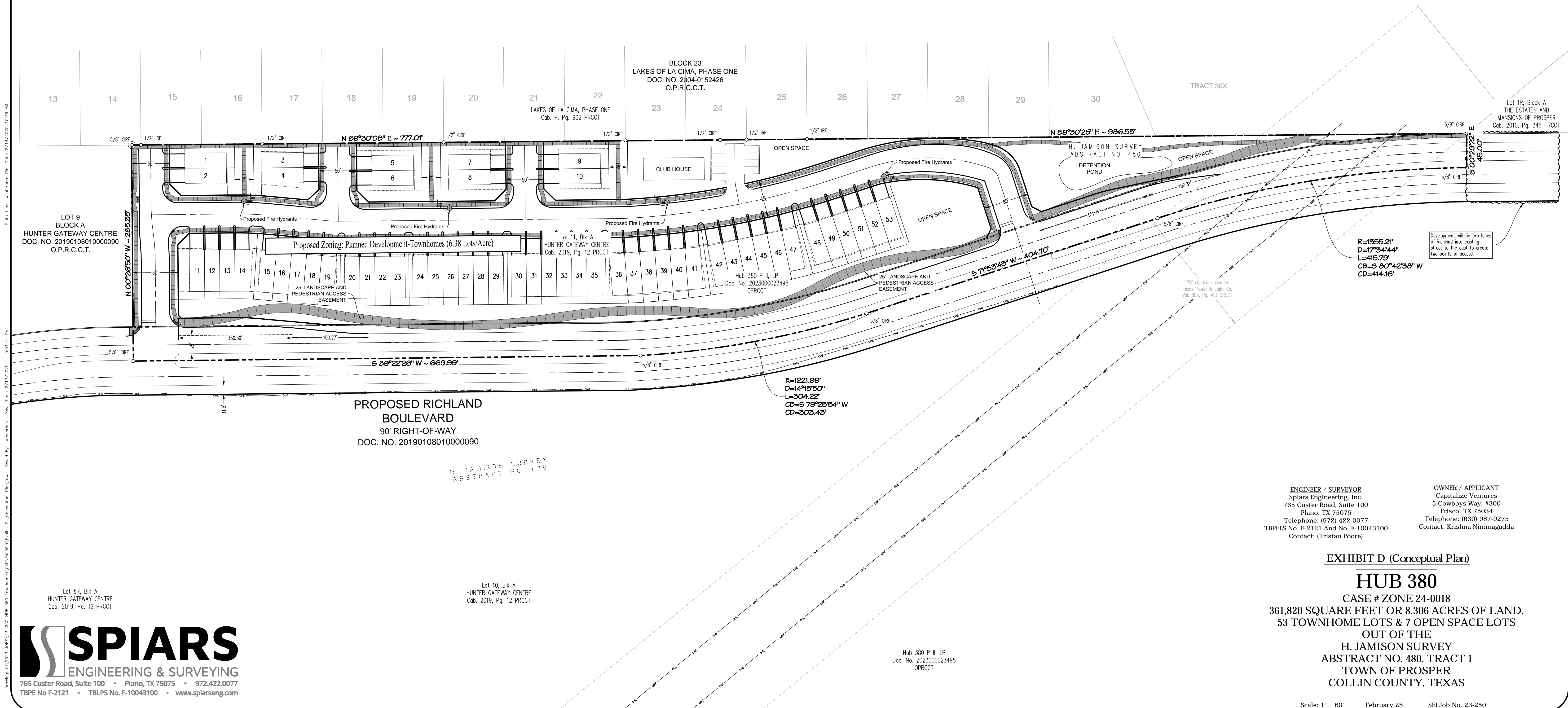


LOCATION MAP
1" = 2000'



1 inch = 60 ft.

Basis of bearing: State Plane
Coordinate System, Texas North
Central Zone 4202, North American
Datum of 1983, Adjustment
Realization 2011.



Drawing: G:\2023\0985\23-250 HUB 380 Townhomes\CAD\Exhibits\Exhibit D Conceptual Plan.dwg Saved By: jwestenberg Show Time: 2/13/2025 5:04:14 PM Plotted By: jwestenberg Plot Date: 2/14/2025 10:36 AM

ZONE 24-0018
-EXHIBIT E-
Development Schedule

We anticipate starting construction on the Townhomes in Q3/Q4 of 2025 and will look to complete horizontal civil construction in 12-15 months.

Let us know if you need any additional information.

Regards,
SPIARS Engineering

A handwritten signature in black ink, appearing to read "Tristan Poore".

Tristan R. Poore, P.E.

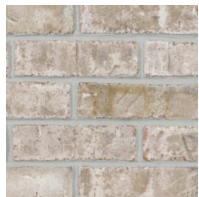


ZONE 24-0 47
EXHIBIT F - Elevations
HUB 380 Townhomes

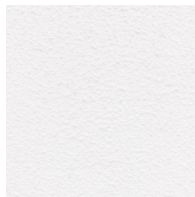




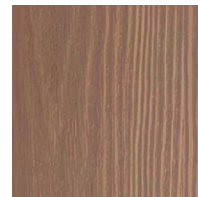




TECHNO BRICK
3 x 3 x 10
414-A HACIENDA
LIGHT
Smooth Neutral - Soft
Grey
FROM METRO BRICK
AND STONE CO
(or similar)



STUCCO
FINE SAND
SW 6168
"MODERNE WHITE"
(OR SIMILAR)

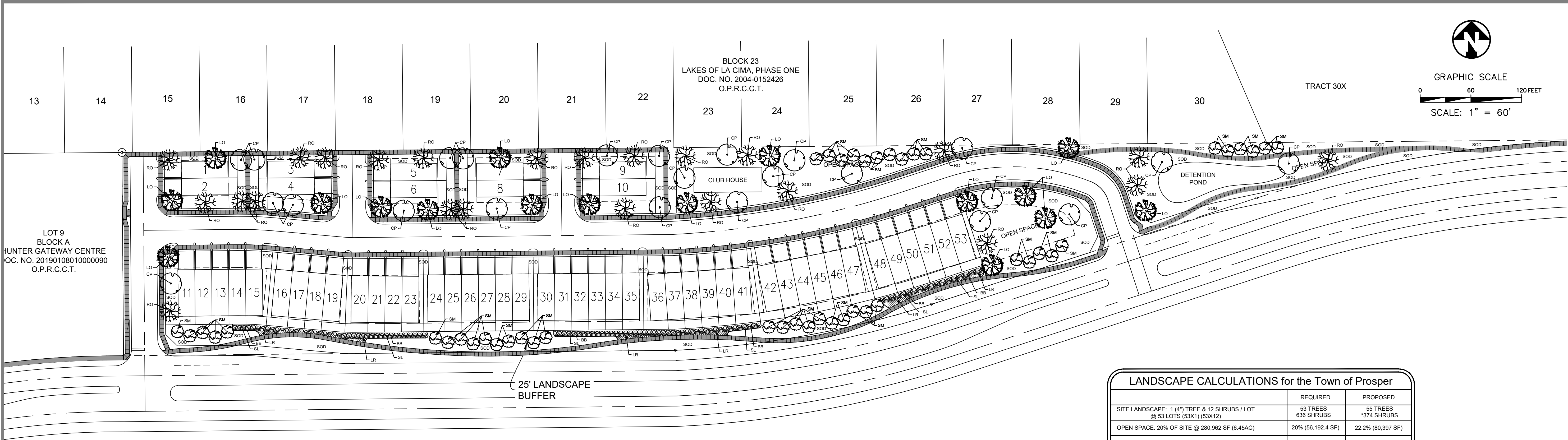


ALUMINUM WOOD
PLANK SIDING
ENGAGE BP FAST
PLANK
"AUTUMN
CHESTNUT" (OR
SIMILAR)



ALUMINUM PANEL
ACCENT
ENGAGE BP QUICK
PANEL
"CHARCOAL" (OR
SIMILAR)





Town of Prosper landscape general notes

- Standard language and/or notations, as follows:
 - 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 backhoe, 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 aisles 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, groundcover, 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-weeding, 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).
- Earthen berms shall not include construction debris.
- All walkways 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 INFERIOR 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

SOD PROJECT NOTES

EROSION CONTROL:
Throughout the project and the maintenance period for turfgrass, it is the Contractor's responsibility to maintain the topsoil in place at specified grades. Topsoil and turfgrass losses due to erosion will be replaced by the Contractor until ESTABLISHMENT AND ACCEPTANCE is achieved.

SOIL PREPARATION:
All slopes and areas disturbed by construction, except those occupied by buildings, structures, or paving shall be graded smooth and four (4") inches of topsoil applied. If adequate topsoil is not available onsite, the Contractor shall provide topsoil as approved by the Owner. The area shall be dressed to typical sections and plowed to a depth of five (5") inches. Soil shall be further prepared by the removal of debris, weeds and stones larger than 3/4 inch in diameter. After tillage and cleaning, all areas to receive turf shall be leveled, fine graded, and drag with a weighted spike harrow or float drag.

GRASS SOD:
Turfgrass sod shall be 100% "Cynodon dactylon" (Common Bermuda grass). Sod shall consist of stolons, leaf blades, rhizomes and roots with a healthy, virile system of dense, thickly matted roots throughout the soil of the sod for a thickness not less than three-quarters (3/4") inch. Sod shall be alive, healthy, vigorous, free of insects, disease, stones, and undesirable foreign materials and grasses. The grass shall have been mowed prior to sod cutting so that the height of grass shall not exceed two (2") inches. Sod shall have been produced on growing beds of clay-loam topsoil. Sod shall not be harvested or planted when its moisture condition is so excessively wet or dry that its survival will be affected. All sod is to be harvested, delivered, and planted within a thirty-six (36) hour period of time. Sod shall be protected from exposure to wind, sun, and freezing. Should installation occur between November and March, sod shall include an over-seed of Annual Rye for a grown-in appearance.

IRRIGATION:
In the absence of an irrigation system or areas beyond the coverage limits of a permanent irrigation system, Contractor shall water sod temporarily to develop adequate growth and establishment before regular maintenance begins. Turf shall be watered until firmly established.

Water shall be furnished by the Contractor with means and methods available to achieve acceptable turf. The water source shall be clean and free of industrial wastes or other substances harmful to the growth of the turf.

MAINTENANCE REQUIREMENTS:
Vegetation should be inspected regularly to ensure that plant material is established properly and remains healthy. Mowing, trimming and supervision of water applications shall be the responsibility of the Contractor until the Owner or Owner's Representative accepts and assumes regular maintenance.

LANDSCAPE PROJECT NOTES

Refer to Sitework Specifications for all information needed for landscape work.

Notify Landscape Architect or designated representative of any layout discrepancies or any condition which may prohibit the installation as shown.

Verify and locate all utilities and site lighting conduits before landscape construction begins. Protection of all utilities is the responsibility of the Contractor.

All landscape planting areas illustrated shall be graded smooth with three inches (3") of topsoil and three inches (3") of compost applied and consistently blended (filled) to a depth of nine inches (9"). If adequate or sufficient topsoil is not available on site, the Contractor shall provide topsoil per the specifications and approved by the Owner. To obtain final grade, excavation may be necessary to accept the required depth of topsoil/compost mix with surface dressing or mulch. All beds shall be crowned to anticipate settlement and ensure drainage without disrupting surrounding planned drainage paths. Any areas disturbed for any reason prior to final acceptance of the project shall be corrected by the Contractor at no additional expense to the Owner.

All landscaped areas will be irrigated with an underground automatic system.

Quantities shown on these plans are for reference only. Plant spacing is as indicated in the Plant Material List unless otherwise noted. The Contractor has full responsibility to provide coverage in all planting areas as specified.

All trees and shrubs shall be installed per planting details.

Trees shall be planted at least five feet (5') from any utility line or sidewalk, to the outside of utility easements with a clear ten feet (10') around fire hydrants and twenty feet (20') min. from all irrigation control zone valve boxes. Furthermore, planting within areas of turf shall give priority of location to irrigation. Trees, shall not be planted within five feet (5') of a spray head or ten feet (10') of a rotor. Remaining irrigation components shall respect the location of the illustrated landscape design. Shrubs, regardless of type, shall not be planted within thirty inches (30") of bed perimeters.

All plant material shall be maintained in a healthy and growing condition, and must be replaced with similar variety and size if damaged or removed. Container grown plant material is preferred, however ball and burlap material may be substituted as indicated in the plant material list.

All planting beds as designated shall be bordered by Owner approved four inch (4") steel edging w/ 3/8" min. thickness unless bed is bordered by concrete. Terminate edging flush with paved surface with no sharp corners exposed.

A four inch (4") dressing of Shredded hardwood mulch over a 4.1 oz. woven polypropylene, needle-punched fabric or equal weed barrier shall be used in all plant beds and around all trees and within all beds with plants spaced 18" o.c. or greater. Single trees or shrubs shall be mulched to the outside edge of the saucer or landscape island (See planting details).

Fertilize all plants at the time of planting with 10-10-10 time release fertilizer.

Plant Material List

Town of Prosper Reference Recommended Plant Material List									
SYM.	KEY	QTY.	COMMON NAME SCIENTIFIC NAME	O.C.	ROOT	SIZE	HEIGHT	SPREAD	COMMENT
RO	17		Live Oak Quercus virginiana	N/A	B&B	3" cal.	14' min.	6' min.	Large Full Canopy, Healthy, Good Form Strong Central Leader, 6' Clear Trunk Height
LR	24		Texas Red Oak Quercus texana	N/A	B&B	3" cal.	12' min.	6' min.	Full Canopy, Healthy, Good Form Strong Central Leader
CP	24		Chinese Pistache Pistacia chinensis	N/A	B&B	3" cal.	12' min.	5' min.	Full Canopy, Healthy, Good Form
SM	46		Majestic Beauty® Southern Magnolia Magnolia grandiflora 'Majestic'	N/A	Cont.	30 gal.	8' min.	4' min.	Full Canopy, Healthy, Good Form
BB	174		Pygmy Ruby™ Barberr Barberis thunbergii 'Pygmyruby'	36"	Cont.	5 gal.	12" min.	12" min.	Full, Healthy, Even Growth
LG	200		'Sunshine' Ligustrum Ligustrum sinense 'Sunshine'	36"	Cont.	5 gal.	24" min.	18" min.	Full, Healthy, Even Growth
LR	800 sf		Big Blue Liriope Liriope muscarifolia 'Big Blue'	18"	Cont.	1 gal.	12" min.	12" min.	Full, Healthy

In Accordance to the Current Edition of The American Standard for Nursery Stock.

LANDSCAPE REQUIREMENTS for the Town of Prosper

PROSPER ZONING CODE - CHAPTER 4 - DEVELOPMENT REQUIREMENTS
SECTION 2. LANDSCAPING

2.6 Landscape area requirements.

A. Single Family, two family (duplex), town home, and mobile home landscape area requirements.

- Trees from the large tree list in Section 2.7 below shall be planted on all single-family detached, two family (duplex), and town home lots. Trees shall be planted to meet the total number of caliper inches referenced in the table below. Required trees shall not be smaller than three caliper inches. A minimum of one- (four caliper inch tree(s)) shall be located in the front yard of all residential lots less than 7,000 square feet in size. A minimum of two- (four caliper inch trees) shall be located in the front yard of all residential lots 7,000 square feet in size and larger. The remaining required large trees may be placed in the front or rear of the residential lot. The total caliper inches of large trees and number of shrubs are required as shown in the table below.

Size of Lot (sq. ft.)	Caliper inches	Number of Shrubs
2,500-6,999	4	12
7,000-8,999	8	15
9,000-19,999	11	20
20,000+	14	25
- A minimum of one tree from the large tree list in Section 2.7 below 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.
- Required shrubs shall be a minimum of three gallon in size when planted and shall be planted in the front yard of all residential lots.
- Two family (duplex) and townhome open space. Each parcel of land developed under the 2F or TH standards shall provide usable open space totaling ten percent (10%) and 20 percent (20%) for TH of the area being developed. The open space shall be computed on the percentage of total planted area in the subdivision, excluding right-of-way dedicated major thoroughfares. This open space shall be owned and maintained by a homeowners' association. Areas provided as usable open space shall meet the following criteria:
 - All residential lots must be located within 1,400 feet of a usable open space area as measured along a street. In order to preserve existing trees or should a property have unique topography, size, or configuration, this distance may be increased by the Planning and Zoning Commission with approval of the plat.
 - All open space areas shall be minimum of 20,000 square feet with no slope greater than ten percent and no width less than 50 feet. The Planning and Zoning Commission may give full or partial credit with approval of the plat for open areas that exceed the maximum slope or that are otherwise unusable, if it is determined that such areas are environmentally or aesthetically significant.
 - Open space areas must be easily viewed from adjacent streets and homes. Open space areas must abut a street on a minimum of 40 percent of the perimeter of the open space. However, the perimeter street requirement may be reduced to 30 percent with Planning and Zoning Commission approval of the preliminary plat when:
 - Preserving existing trees;
 - Preserving natural geographic features; or
 - Physical constraints such as overall property size, configuration, or topography exist.
 - Landscaping, sidewalks, and amenities such as tennis courts and swimming or wading pools may be located within usable open space areas. Detention ponds that contain a constant water level, are landscaped, or otherwise treated as an amenity for the development, as determined by the Director of Development Services or his/her designee, may be calculated toward the required open space.
 - Open space shall contain one minimum three-inch caliper large tree for every 1,000 square feet of required open space. The tree shall be maintained in a healthy and growing condition, and must be replaced with trees of similar variety and size if damaged, destroyed, or removed. A landscape plan must be approved prior to approval of the final plat.

ZONE 24-0018
EXHIBIT G - Landscape Plan
HUB 380 Townhomes



Know what's below.
Call before you dig.

THESE PLANS ARE SUBJECT TO REVIEW &
APPROVAL BY JURISDICTIONAL ENTITIES



COJAX
designs

P.O. Box 8232 Greenville, TX 75404
Direct: 972.670.9407
Email: jill@cojaxdesigns.com

REV	DATE	DESCRIPTION	BY	
			APPR	MJR
	11/23/2024	ISSUE FOR PRELIMINARY REVIEW		
	01/17/2025	REVISED PER CITY COMMENTS		

L1.0 LANDSCAPE PLAN
HUB 380
55 LOTS (ZONING TOWNHOME)
6.45 ACRES

TOWN OF PROSPER
COLLIN COUNTY, TEXAS

PLAN APPROVALS	DATE				
DRAWN BY					MJR
CHECKED BY					MJR
DATE					NOV. 2024
SHEET NO.					01 OF 1
FILE NO.					COJAX2024.0242

HUB 380 TOWNHOMES DEVELOPMENT AGREEMENT

THIS HUB 380 TOWNHOMES DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and Hub 380 P II, LP ("Developer"), individually, a "Party" and collectively, the "Parties," to be effective (the "Effective Date") on the latest date executed by a Party.

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

WHEREAS, Developer is developing a project in the Town known as Hub 380 Townhomes ("Property"), a legal description of which Property is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the Property was rezoned by the Town Council on or about _____, 2025, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Developer's reasonable investment-backed expectations in said development, as may be amended, and as more fully described herein.

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

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

2. Maintenance of Landscape Areas.

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

Landscape Areas, where required, and other routine and regular maintenance of plants and other vegetation.

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

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

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

4. Covenant Running with the Land. The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall

be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Developer and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other Developers of the Property, regardless of whether this Agreement is expressly referenced therein.

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

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

7. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in 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: Hub 380 P II, LLC
 5746 NW 75th Way
 Parkland, Florida 33067
 Attention: Jaya S. Donepudi

9. Prevailing Party. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the

prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

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

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

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

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

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

HUB 380 P II, LP

By: _____

Name: Jaya S. Donepudi

Title: _____

STATE OF TEXAS)

)

COUNTY OF COLLIN)

 This instrument was acknowledged before me on the ____ day of _____, 2025, by Jaya S. Donepudi on behalf of Hub 380 P II, LP, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Developer.

Notary Public, State of Texas

My Commission Expires:

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 of the various townhome styles. Changes to materials and architectural elements are permitted so long as the building elevations adhere to the design guidelines outlined in the Design Guidelines of this Exhibit C.

ii. Design Guidelines.

1. Masonry is defined as clay fired brick, natural and manufactured stone, granite, marble, stucco, cementitious material, and architectural concrete block. The exterior facade of a main building or structure, excluding glass windows and doors, shall be constructed of sixty percent (60%) masonry, twenty percent (20%) stucco, and twenty percent (20%) metal.
2. Stucco on structures shall be traditional 3-coat process cement plaster stucco.
3. Cementitious materials may constitute up to twenty percent (20%) of the area for stories other than the first story.
4. Any portion of an upper story, excluding windows, that faces a street, public or private open space, public or private parks, or hike and bike trails, shall be one hundred percent (80%) masonry.
5. The exterior cladding of chimneys shall be brick, natural or manufactured stone, or stucco.
6. Cementitious materials may 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 Director of Development Services.
7. EIFS (exterior insulating and finish process) is not allowed on structures.
8. Metal surfaces (faux-wood siding or black metal accents) will need to be affixed.
9. Structures constructed on lots shall have a composition, slate, clay tile, standing seam metal, or cement/concrete tile roof. Wood shingles are prohibited. All roofs shall be guttered.
10. Metal roofs shall be non-reflective colors.

11. A minimum of sixty-five percent (65%) of the surface area of composition roofs shall maintain a minimum roof pitch of three by twelve (3:12).
12. A minimum of seventy-five percent (75%) of the surface area of clay tile, cement tile, slate or slate products, standing seam metal, or concrete tile shall maintain a minimum roof pitch of three by twelve (3:12).









**DEVELOPMENT SERVICES
DEPARTMENT**
250 W. First Street
Prosper, TX 75078
Phone: 972-346-3502

REPLY FORM

SUBJECT:

Zoning Case ZONE-24-0018: The Town of Prosper has received a request for a Planned Development for Townhomes on H. Jamison Survey, Abstract 480, Tract 1, on 8.3± acres.

LOCATION OF SUBJECT PROPERTY:

The property is located on the north side of Proposed Richland Boulevard and 680± feet east of La Cima Boulevard.

- ☒ 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):

What happen to town of prosper residential lots being 85' wide
This will increase crowding in our already overcrowded
schools. Privacy in our yards. Increase in traffic on
La Cima + at the light of 380 + La Cima.

Laura Lemon Brescar

Name (please print)

Laura Lemon Brescar

Signature

1441 Amistad Dr.

Address

February 11, 2025

Date

Prosper, TX 75078

City, State, and Zip Code

E-mail Address

Phone Number



FEB 12 2025

**DEVELOPMENT SERVICES
DEPARTMENT**
250 W. First Street
Prosper, TX 75078
Phone: 972-346-3502

REPLY FORM

SUBJECT:

Zoning Case ZONE-24-0018: The Town of Prosper has received a request for a Planned Development for Townhomes on H. Jamison Survey, Abstract 480, Tract 1, on 8.3± acres.

LOCATION OF SUBJECT PROPERTY:

The property is located on the north side of Proposed Richland Boulevard and 680± feet east of La Cima Boulevard.

- ☒ 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):

- ① Decreased property value due to lower quality builders
② Overcrowded school already- 12 portable bldgs @ Rogers;
300+ Dual Language students being added to Folsom
③ Increased traffic on La Cima + Amistad Dr

Bobby Grinstead

Name (please print)

Signature

1310 Amistad Dr

Address

2-12-25

Date

Prosper, TX 75078

City, State, and Zip Code

E-mail Address

Phone Number



A Place Where Everyone Matters

DEVELOPMENT SERVICES

DEPARTMENT

250 W. First Street
Prosper, TX 75078
Phone: 972-346-3502

REPLY FORM

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COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

TOO DENSE - TRAFFIC IS ALREADY AN
ISSUE & THIS WOULD EXAGGERATE - ALSO
SCHOOLS WOULD BE GREATLY IMPACTED
NEGATIVELY - UTILITIES ALSO IMPACTED -
SPECIFICALLY WATER WHICH IS CURRENTLY
AN ONGOING ISSUE

LYNNE H. HELIS

Name (please print)


Signature

1331 AMISTAD DR

Address

2-11-25

Date

PROSPER, TX 75078

City, State, and Zip Code

E-mail Address

Phone Number



FEB 12 2025

**DEVELOPMENT SERVICES
DEPARTMENT**
250 W. First Street
Prosper, TX 75078
Phone: 972-346-3502

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- ☒ **I ~~OPPOSE~~ ^{*adamantly!} 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):

lack of privacy/townhome residents overlooking our property; school overcrowding due to relo of dual language program to Folsom; construction noise & pollution/litter disturbing the quiet area behind us, & disrupting nature & open green area

Jennifer Lyons
Name (please print)

Jennifer Lyons
Signature

1230 Amistad Dr.
Address

2/12/25
Date

Prosper, Tx 75078
City, State, and Zip Code

[Redacted]
E-mail Address

[Redacted]
Phone Number



**DEVELOPMENT SERVICES
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Prosper, TX 75078
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COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

Please do not put townhomes. This could increase crime. I'm a single mom and my kids play outside and I love feeling safe.
Please do single story offices.

Vanessa Manley
Name (please print)

[Signature]
Signature

1440 Amistad Dr.
Address

2-11-25
Date

Prosper, TX 75078
City, State, and Zip Code

[Redacted]
E-mail Address

[Redacted]
Phone Number



**DEVELOPMENT SERVICES
DEPARTMENT**
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Prosper, TX 75078
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COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

Occupants of townhomes will be able to see into our back yard. Overcrowding of our schools. Do not want large buildings behind our home.

Jamie Prestage
Name (please print)

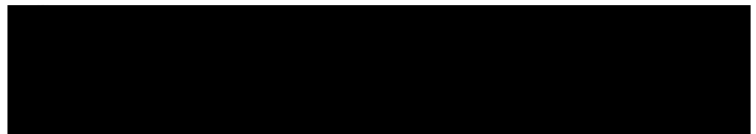
Jamie Prestage
Signature

1350 Amistad Dr
Address

2/12/25
Date

Prosper TX 75078
City, State, and Zip Code

[REDACTED]
Phone Number





FEB 12 2025

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COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

I am concerned about having a multi-story building so close to my backyard causing an invasion of privacy. Also, I'm concerned about the noise from multifamily housing so close to my backyard. There is also concern about that many families potentially moving into this neighborhood with the schools already overcrowded. →

Matt & Jennifer Stark
Name (please print)

Jennifer Stark
Signature

1430 Amistad Dr.
Address

2/12/25
Date

Prosper, TX 75078
City, State, and Zip Code

[REDACTED]
E-mail Address

[REDACTED]
Phone Number

Before anything is approved to be built behind our homes, we need a retaining wall for privacy & sound reduction built.

We also need a buffer of space between our homes and any buildings. We need green space / sidewalk behind our homes.

How many townhomes are they trying to build & what is the quality? Have you done an impact study?



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☐ I **DO NOT OPPOSE** the request as described in the notice.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

overcrowded schools, Privacy, traffic.

Shayna Stone
Name (please print)

[Signature]
Signature

1341 Amistad Dr
Address

02/11/2025
Date

Prosper TX 75078
City, State, and Zip Code

[Redacted]
E-mail Address

[Redacted]
Phone Number