



AGENDA
Planning and Zoning Commission
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, July 21, 2026
6:30 PM

Welcome to the Prosper Planning and Zoning Commission Meeting.

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

Addressing the Planning and Zoning Commission:

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

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

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

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

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

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

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 July 7, 2026, Planning and Zoning Commission work session meeting.
- 3b. Consider and act upon the minutes from the July 7, 2026, Planning and Zoning Commission regular meeting.

CITIZEN COMMENTS

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

REGULAR AGENDA:

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

- [4.](#) Consider and act upon a request for a Preliminary Site Plan for Office, Restaurant, and Retail Buildings on Frontier Gateway, Block A, Lots 1-12, on 34.6± acres, located on the southwest corner of Dallas Parkway and Frontier Parkway. (DEVAPP-24-0110)
- [5.](#) Conduct a Public Hearing and consider and act upon a request to TABLE a request to amend a portion of Planned Development-31 to create a new Planned Development on Saddle Creek Commercial, Block A, Lots 2R and 3, for non-residential uses (office, restaurant, retail), on 13.6± acres, located on the west side of Preston Road, 225± feet north of Prosper Trail, to the August 18, 2026, Planning and Zoning Commission meeting. (ZONE-25-0003)
- [6.](#) Conduct a Public Hearing and consider and act upon a request for a rezoning from Planned Development-27 to a Planned Development for Cottage Logistics, Office/Warehouse, and Retail uses on Edward Bradley Survey, Abstract 86, Tract 5, on 39.2± acres, located on the northeast corner of Lovers Lane and University Drive. (ZONE-26-0006)
- [7.](#) Conduct a Public Hearing to consider and act upon amendments to the Town of Prosper Unified Development Code related to closing applications, providing standards for a dual brand hotel, updating Commercial District setback regulations, landscape and open space criteria, and parking requirements for the Dallas North Tollway Overlay District, addressing jellyfish-style lighting, and defining terms related to the proposed amendments. (ZONE-26-0010)
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 Wednesday, July 15, 2026, and remained so posted at least three (3) business days before said meeting was convened.

Michelle Lewis Sirianni, Town Secretary

Date Notice Removed

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

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



MINUTES
Prosper Planning and Zoning Commission
Work Session Meeting
Prosper Town Hall – Executive Conference Room
250 W. First Street, Prosper, Texas
Wednesday, July 7, 2026
6:30 PM

Call to Order / Roll Call

The meeting was called to order at 6:37 P.M.

Commissioners Present: Chair Damon Jackson, Secretary Glen Blanscet, Brett Bulter, John Hamilton, and Matt Furay.

Commissioner(s) Absent: Vice Chair Josh Carson and Deborah Daniel

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

Other(s) Present: Terrance Welch, Town Attorney

Items for Individual Consideration

1. Discuss items on July 7, 2026, Planning and Zoning Commission agenda.

Town Staff provided a brief overview of Consent Agenda Items 3a – 3l.

The Commission inquired about Item 3c. There was discussion pertaining to the amenities, the possible annexation of the subdivision into the Lakewood Homeowner's Association, minimum lot widths, mitigation and/or preservation of historic trees, and the relocation of the existing detention pond.

The Commission inquired about Item 3e. There was discussion pertaining to creek frontage requirements and minimum lot widths.

The Commission inquired about Item 3f. There was discussion pertaining to architectural features and building materials, distinctions between luxury warehouses and general warehouses, regulations pertaining to a potential change in use, and applicable screening requirements.

The Commission inquired about Item 3i. There was discussion pertaining to the compatibility of the proposed use and exterior facade with existing development in the area, as well as questions regarding signage.

The Commission inquired about Item 3k. There was discussion pertaining to the practicality of the parking area in the far southwest corner of the site and the usability of the proposed open space.

2. Adjourn.

The meeting was adjourned at 7:26 P.M.

Michelle Crowe, Senior Administrative Assistant

Glen Blanscet, Secretary



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

1. Call to Order / Roll Call

The meeting was called to order at 7:29 P.M.

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

Commissioner(s) Absent: Vice Chair Josh Carson and Deborah Daniel

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

Other(s) Present: Terrance Welch, Town Attorney

2. Recitation of the Pledge of Allegiance.

CONSENT AGENDA:

- 3a. Consider and act upon the minutes from the June 2, 2026, Planning and Zoning Commission work session meeting.
- 3b. Consider and act upon the minutes from the June 2, 2026, Planning and Zoning Commission regular meeting.
- 3c. Consider and act upon a request for a Preliminary Plat of Estates at Brookhollow on 140± acres, located 1,600± south of First Street and 980± feet east of Lakewood Drive, zoned Planned Development-90. (DEVAPP-24-0096)
- 3d. Consider and act upon a request to Table a Preliminary Site Plan for Office, Restaurant, and Retail Buildings on Frontier Gateway, Block A, Lots 1-12, on 34.6± acres, located on the southwest corner of Dallas Parkway and Frontier Parkway to the July 21, 2026, Planning and Zoning Commission meeting. (DEVAPP-24-0110)
- 3e. Consider and act upon a request for a Final Plat of Mirabella, Phase 1, on 94.0± acres, located on the north side of University Drive and 1,000± feet west of Custer Road. (DEVAPP-25-0069)
- 3f. Consider and act upon a request for a Site Plan for Luxury Warehouses and Office/Retail Buildings on Beaty Addition, Block A, Lot 1, on 10.8± acres, located on the west side of Coleman Street and 1,740± feet south of Prosper Trail, zoned Planned Development-117. (DEVAPP-25-0127)
- 3g. Consider and act upon a request for a Final Plat of Beaty Addition, Block A, Lot 1, on 10.8± acres, located on the west side of Coleman Street and 1,740± feet south of Prosper Trail, zoned Planned Development-117. (DEVAPP-25-0128)

- 3h. Consider and act upon a request for a Preliminary Plat of The Reserve at McCasland Farm, on 50.0± acres, located on the south side of Parvin Road and 850± feet west of Legacy Drive, zoned Planned Development-135. (DEVAPP-26-0017)**
- 3i. Consider and act upon a request for a Site Plan for an Automobile Repair (Minor) Building on Teel 380 Addition, Block A, Lot 1B, on 1.9± acres, located on the north side of University Drive and 265± feet west of Teel Parkway, zoned Planned Development-40. (DEVAPP-26-0032)**
- 3j. Consider and act upon a request for a Final Plat of Teel 380 Addition, Block A, Lot 1B, on 1.9± acres, located on the north side of University Drive and 265± feet west of Teel Parkway, zoned Planned Development-40. (DEVAPP-26-0030)**
- 3k. Consider and act upon a request for a Site Plan for a Restaurant/Retail Building on Teel 380 Addition, Block A, Lot 8, on 5.6± acres, located 300± feet north of University Drive and 865± feet west of Teel Parkway, zoned Planned Development-40. (DEVAPP-26-0033)**
- 3l. Consider and act upon a request for a Final Plat of Teel 380 Addition, Block A, Lot 8, on 5.6± acres, located 300± feet north of University Drive and 865± feet west of Teel Parkway, zoned Planned Development-40. (DEVAPP-26-0034)**

Commissioner Hamilton made a request to pull Item 3c from the Consent Agenda.

Commissioner Butler made a motion to approve Items 3a, 3b, and 3d through 3l. The motion was seconded by Commissioner Furay. The motion was carried unanimously by a vote of 5-0.

Mr. Hicks presented Item 3c to the Commission.

Commissioner Hamilton requested clarification regarding the relocation of the detention pond.

The applicant, Warren Corwin, stated the detention pond at the northwest corner of the site would be relocated to the east side of property and would be designated as the regional detention pond for the entire tract.

Commissioner Hamilton requested clarification regarding who would fund the relocation of the detention pond.

Andrew Shaddock, the developer for the project, confirmed that Shaddock Development would be responsible for funding the relocation.

Commissioner Hamilton requested clarification regarding the City of Irving waterline's impact on the provision of the open space features and trails adjacent to the waterline.

Mr. Corwin stated that he had previously worked with Toll Brothers on a nearby subdivision, Wandering Creek, that was also impacted by the waterline. He explained that there was a 15-foot area on one side of the waterline that provided the room to construct the trail and that there would be an area outside of the waterline easement that provided the room for the proposed amenities.

Commissioner Hamilton requested clarification regarding whether the subdivision would be annexed into the existing Homeowners' Association or establish a Homeowners' Association independent of the existing one.

Mr. Shaddock stated that the preference is to annex into the existing Homeowners' Association; however, establishing a new one for this subdivision was also feasible. He added that this detail had yet to be determined and required additional consultation with his partners.

Commissioner Hamilton made a motion to table Item 3c to the Planning and Zoning Commission meeting on July 21, 2026. The motion was seconded by Commissioner Blanscet. The motion was carried unanimously by a vote of 5-0.

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.**

Mr. Hill Informed the Commissioners of past Town Council actions and upcoming cases for Planning and Zoning Commission consideration.

- 5. Adjourn.**

Commissioner Hamilton made a motion to adjourn the meeting. The motion was seconded by Commissioner Furay. The motion was carried unanimously by a vote of 5-0.

The meeting was adjourned at 7:48 P.M.

Michelle Crowe, Senior Administrative Assistant

Glen Blanscet, Secretary



PLANNING

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

From: Jerron Hicks, Planner

Through: David Hoover, AICP, Director of Development Services

Cc: Suzanne Porter, AICP, Planning Manager

Re: Preliminary Site Plan for Frontier Gateway, Block A, Lots 1-12

Meeting: July 21, 2026

Agenda Item:

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

Background:

On December 16, 2025, the Planning and Zoning Commission tabled this item by a vote of 5-1 (Commissioner Furay in opposition) to allow the applicant additional time to evaluate the plan based on the feedback from the meeting. An emphasis was placed on providing a variety of density/height - something other than single story retail, unique character, enhancing walkability, finding ways to draw pedestrians into the development, and placemaking.

On January 20, 2026, the item was tabled again as only a market analysis was provided and no changes were made to the original proposal.

On March 25, 2026, the applicant presented an updated plan to the Planning and Zoning Commission that eliminated the big box in the southwest corner of the site and showed two-story office/retail buildings with an increased open space area in its place. However, the item was tabled unanimously to provide the applicant with additional time to address concerns regarding the lack of usability of the centralized open space area.

On April 14, 2026, a work session was held for the applicant and the Planning and Zoning Commission to further discuss the layout of the project. Following the work session, the item was tabled unanimously to the Planning and Zoning Commission meeting on May 5, 2026.

On May 25, 2026, the item was again tabled unanimously by the Planning and Zoning Commission to allow the applicant additional time to make recommended changes to the proposal. Following this meeting, the item has been tabled at all the subsequent Planning and Zoning Commission meetings.

The applicant has revised the plan by modifying Lot 5 from a pharmacy to a restaurant/retail building and providing additional landscaping along Dallas Parkway and Frontier Parkway. In addition to the revisions, the applicant has also worked with Town Staff to draft a development agreement for the property that will be a condition of approval for the proposal.

Future Land Use Plan:

The Future Land Use Plan designates this area as the Dallas North Tollway District.

Zoning:

The property is zoned Commercial.

Conformance:

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

Description of Agenda Item:

The Preliminary Site Plan consists of 12 office, retail, and restaurant buildings totaling 214,822 square feet and associated parking.

- Lot 1: Restaurant (2,400 SF)
- Lot 2: Retail (10,850 SF)
- Lot 3: Restaurant (2,400 SF)
- Lot 4: Retail (7,800 SF)
- Lot 5: Restaurant/Retail (14,972 SF)
- Lot 6: Restaurant/Retail (15,655 SF)
- Lot 7: Retail (35,724 SF)
- Lot 8: Retail (16,773 SF)
- Lot 9: Restaurant/Retail (13,650 SF)
- Lot 10: Restaurant/Retail (13,650 SF)
- Lot 11: Office/Retail (40,118 SF)
- Lot 12: Office/Retail (40,830 SF)

Phasing:

In the meeting on December 16, 2025, the applicant stated that the project would be constructed in two phases with the east-west drive aisle that runs through the center of the site being the dividing line between the phases. The northern section (Lots 1-8) will be the first phase, and the southern section (Lots 9-12) will be the second phase.

Access:

Access is provided from Dallas Parkway and Frontier Parkway.

Landscaping, Open Space, and Screening:

The proposed development complies with all landscaping, open space, and screening requirements. Increased landscaping has been provided along Dallas Parkway and Frontier Parkway. Additionally, the retention pond for the development is centrally located and incorporates pathways that connect to the surrounding lots.

Companion Item:

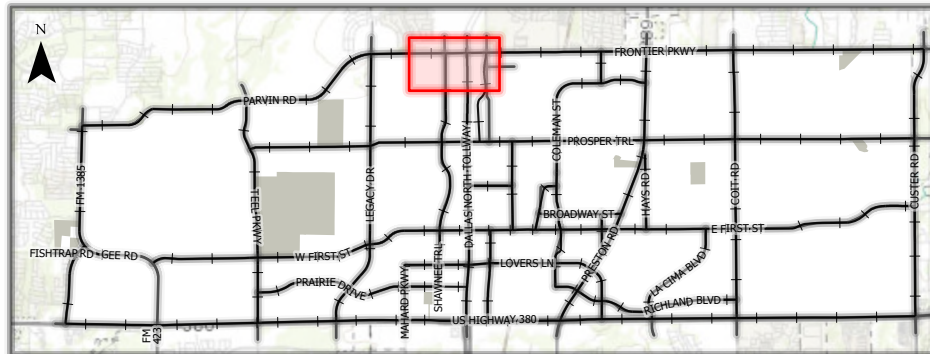
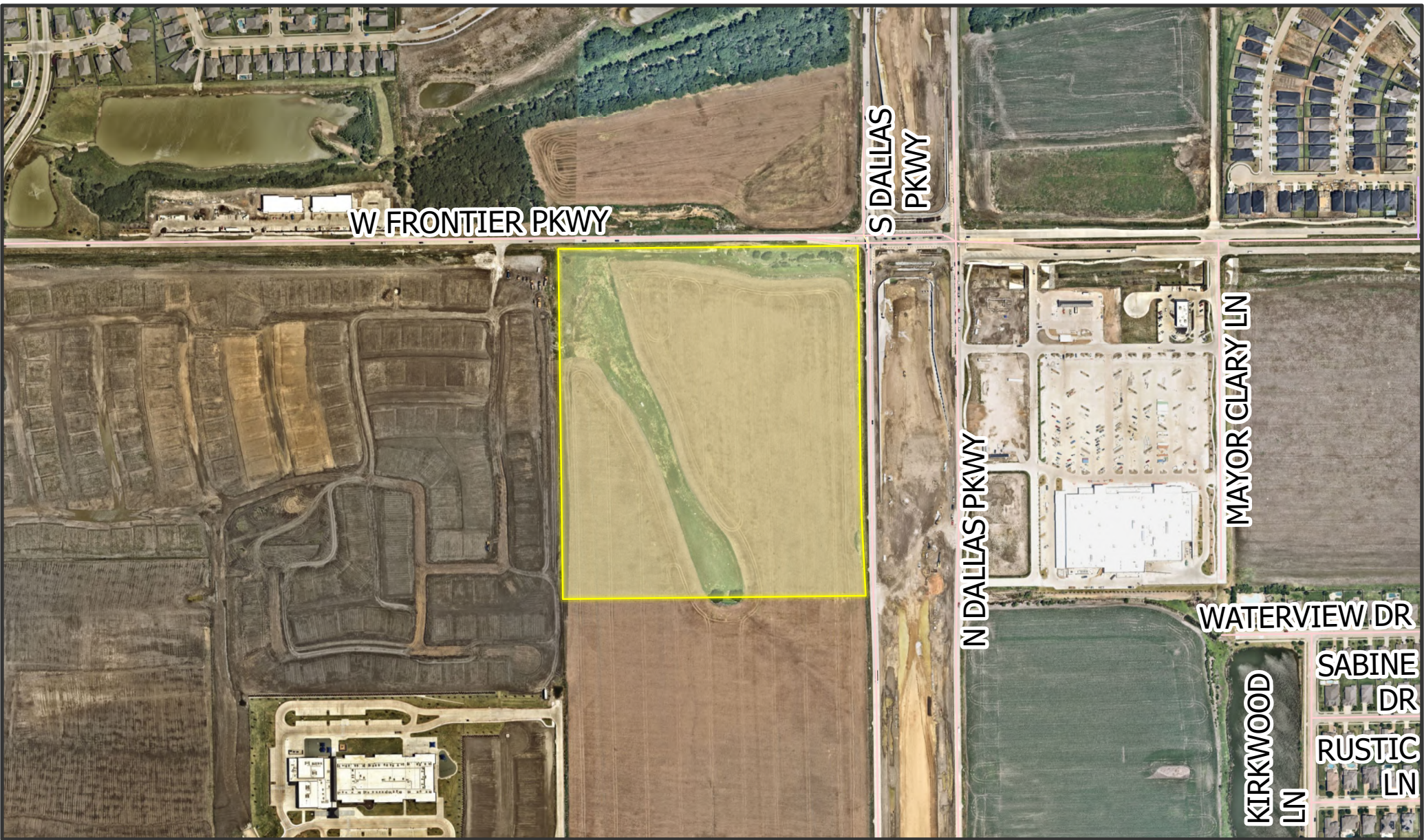
There are no companion items on this Planning and Zoning Commission agenda.

Attachments:

1. Location Map
2. Preliminary Site Plan
3. Open Space Plan
4. Draft Development Agreement

Town Staff Recommendation:

Town Staff recommend approval of the Preliminary Site Plan subject to Town Council approval to execute the proposed Development Agreement.



DEVAPP-24-0110

Frontier Gateway Block A,
Lots 1-14

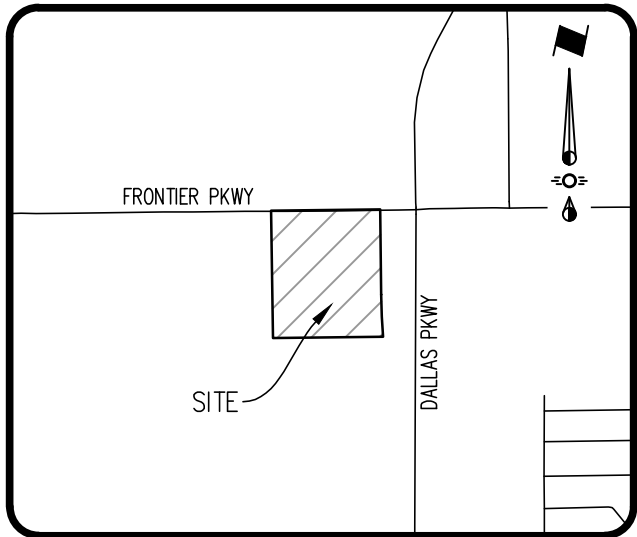
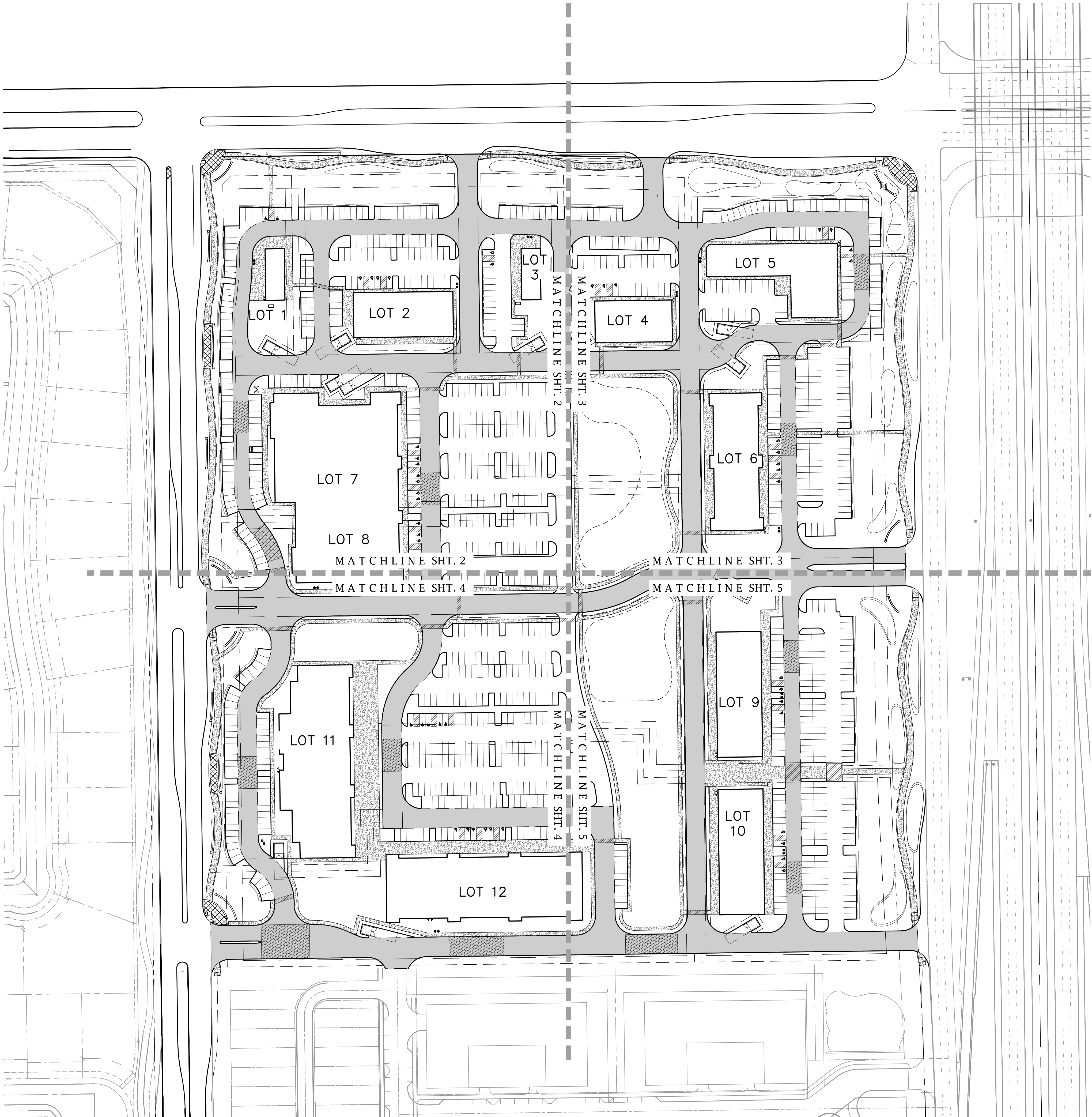
Preliminary Site Plan

This map for illustration purposes only

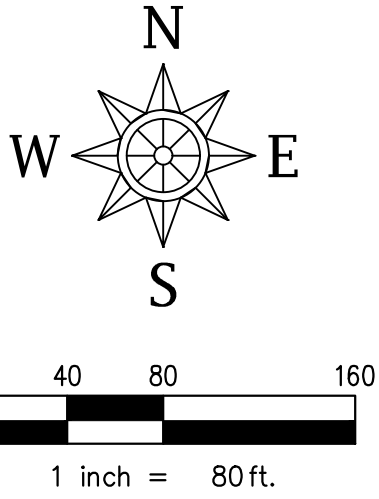
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LOCATION MAP
1" = 2000'



Town of Prosper Site Plan Notes:

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.
9. All Dimensions are to face of curb unless otherwise noted.
10. All curb radii shall be 2 feet unless otherwise noted.

Note:
Traffic Calming where required shall be addressed at the time of Site Plan

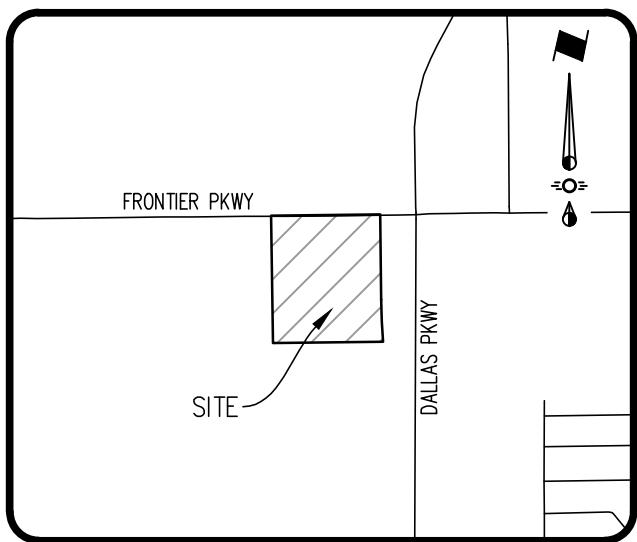
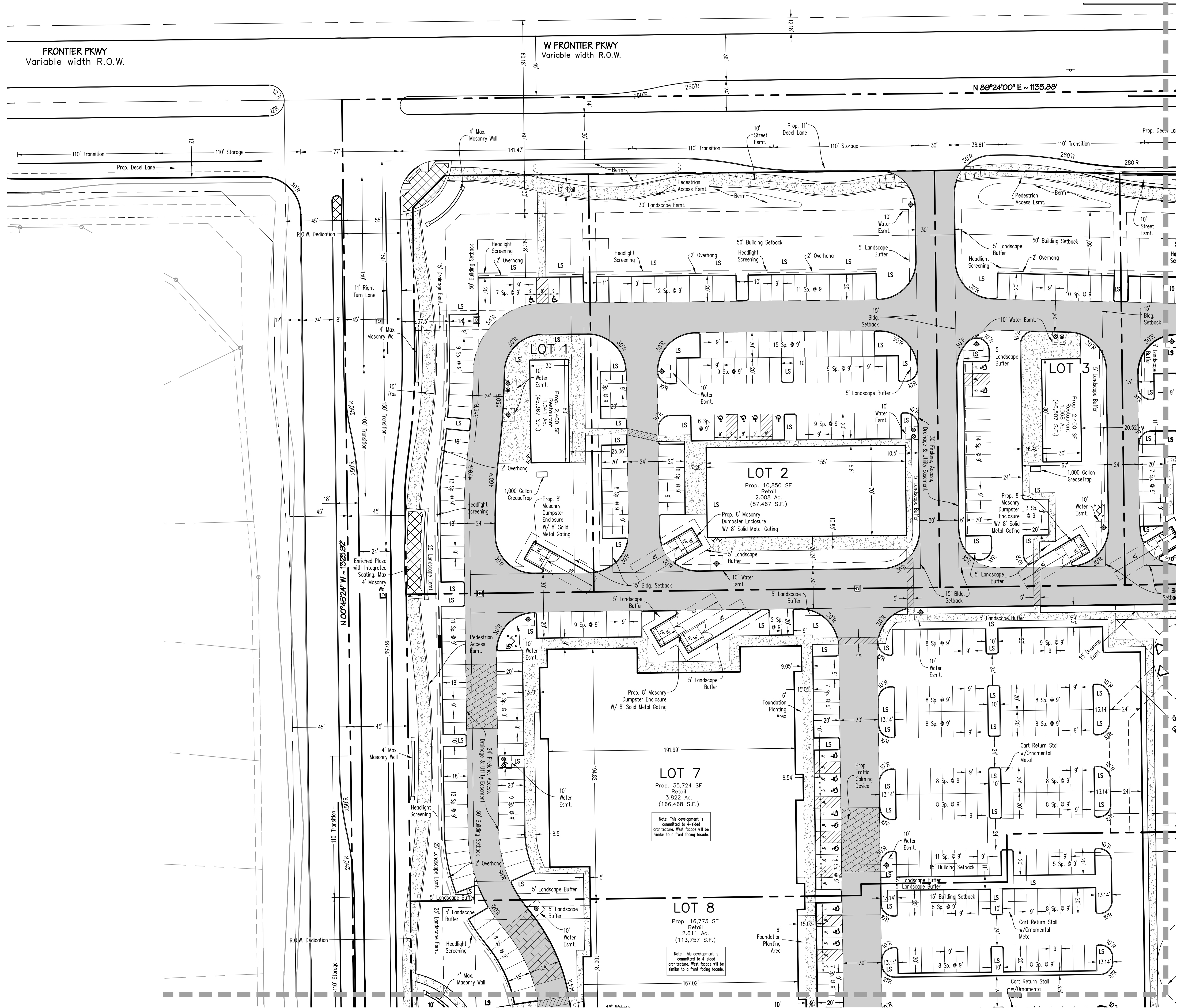
LEGEND

- Firelane, Access, Drainage, & Utility Easement
- Proposed Sidewalk
- Match Line
- Proposed Enhanced Pavement (Traffic Calming)

Sheet 1 of 6
PRELIMINARY SITE PLAN
FRONTIER GATEWAY
BLOCK A, LOTS 1-12,
IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY
SECTION NO. 12, ABSTRACT NO. 147
1,369,004 Net Sq.Ft. / 31.428 Net Acres
1,505,293 Gross Sq.Ft. / 34.556 Gross Acres
Current Zoning: C-Commercial
Town Case No. : DEVAPP-24-0110
Prepared April 2026

ENGINEER / SURVEYOR / APPLICANT Spiars Engineering, Inc. 501 W President George Bush Hwy, Suite 200 Richardson, TX 75080 Telephone: (972) 422-0077 TBPE No. F-2121 Contact: David Bond	OWNER/DEVELOPER Urban Heights 4577 Firewheel Dr Plano, TX 75024 Telephone: (248) 390-3400 Contact: Ravi Yarlagadda
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Drawn: G:\2023_09\23-242 Frontier Gateway\CAD\Preliminary Site Plan.dwg, Saved By: Yeabo25, Save Time: 6/9/2026 10:58:00 AM, Printed By: yeabo25, Plot Date: 6/9/2026 12:09 PM



LOCATION MAP
1" = 2000'

LEGEND

- FIRELANE, ACCESS, DRAINAGE & UTILITY EASEMENT
- PROPOSED SIDEWALK
- PROPOSED ENHANCED PAVEMENT (TRAFFIC CALMING)
- POWER POLE
- LIGHT POLE/STANDARD
- GUY WIRE ANCHOR
- SIGNPOST
- OVERHEAD POWER LINE
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PROPOSED FDC
- PROPOSED METER
- PROPOSED GREASE TRAP
- HEADLIGHT SCREENING

MATCHLINE SHT. 3

MATCHLINE SHT. 4

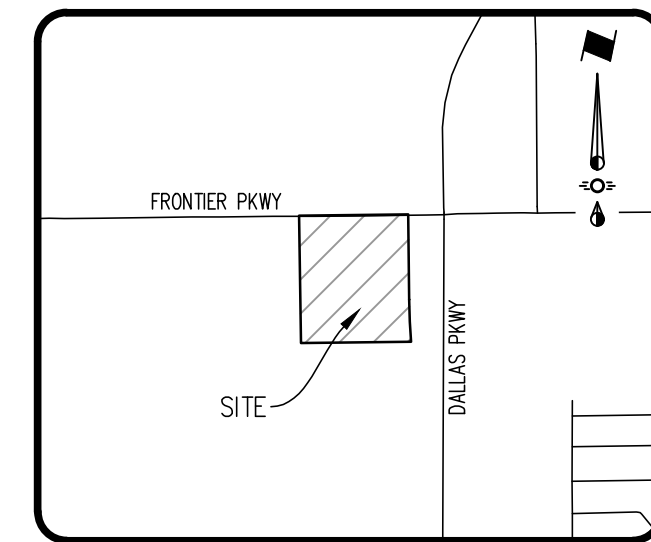
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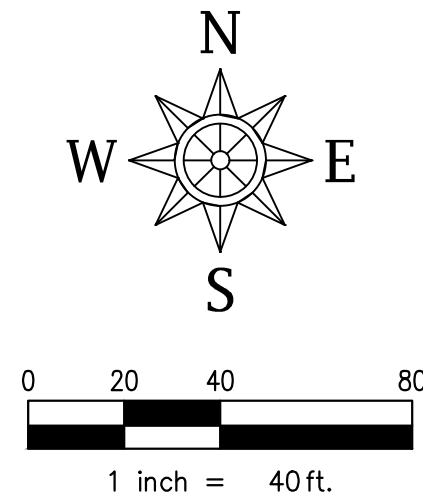
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Spiers Engineering, Inc.
501 W President George Bush Hwy, Suite 200
Richardson, TX 75080
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: David Bond

OWNER/DEVELOPER
Urban Heights
4577 Firewheel Dr
Plano, TX 75024
Telephone: (248) 390-3400
Contact: Ravi Yariagadda

MATCHLINE SHT. 2



LOCATION MAP
1" = 2000'



LEGEND

- FIRELANE, ACCESS, DRAINAGE & UTILITY EASEMENT
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- EXISTING FIRE HYDRANT
- PROPOSED FDC
- PROPOSED METER
- PROPOSED GREASE TRAP
- HEADLIGHT SCREENING

MATCHLINE SHT. 5

LOT 11

Prop. 29,968 SF
2-Story
Retail & Office
5,000 Ac.
(217,814 S.F.)

Note: This development is
committed to 4-sided
architecture. West facade will be
similar to a front facing facade.

LOT 12

Prop. 29,630 SF
2-Story
Retail & Office
4,928 Ac.
(214,674 S.F.)

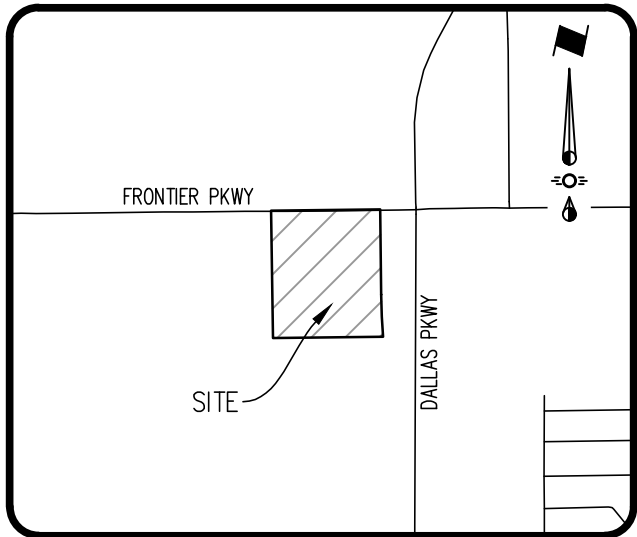
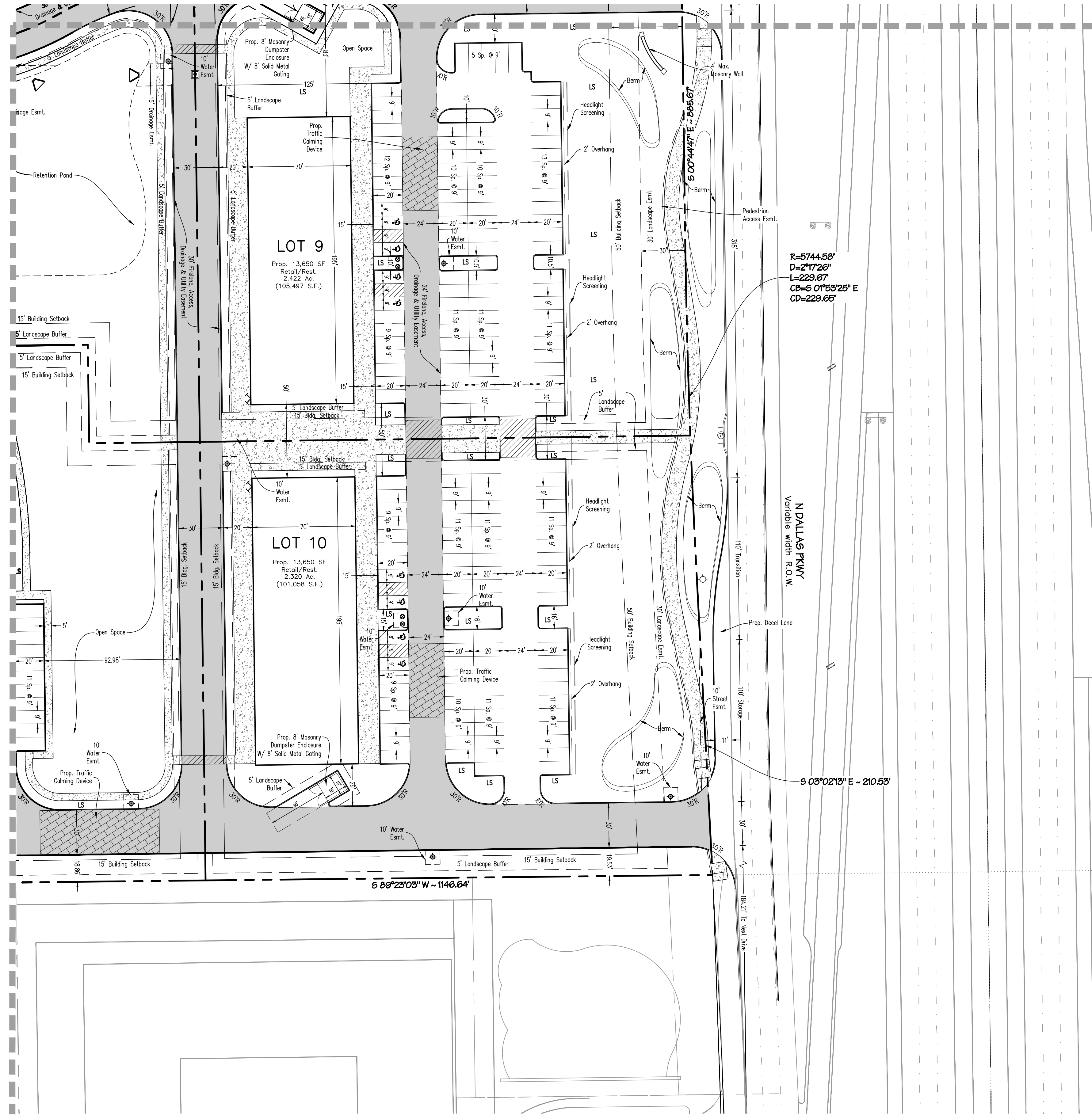
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501 W President George Bush Hwy, Suite 200
Richardson, TX 75080
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: David Bond

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MATCHLINE SHT. 4

MATCHLINE SHT. 3



LOCATION MAP
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LEGEND

- FIRELANE, ACCESS, DRAINAGE & UTILITY EASEMENT
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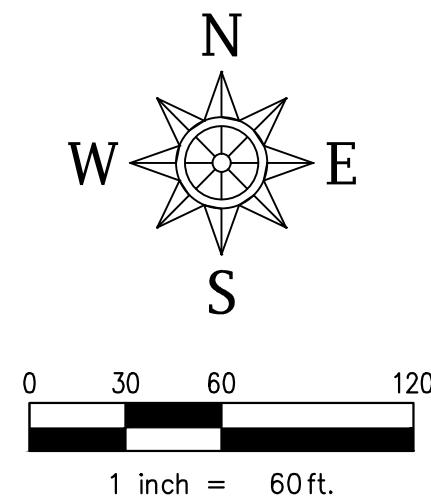
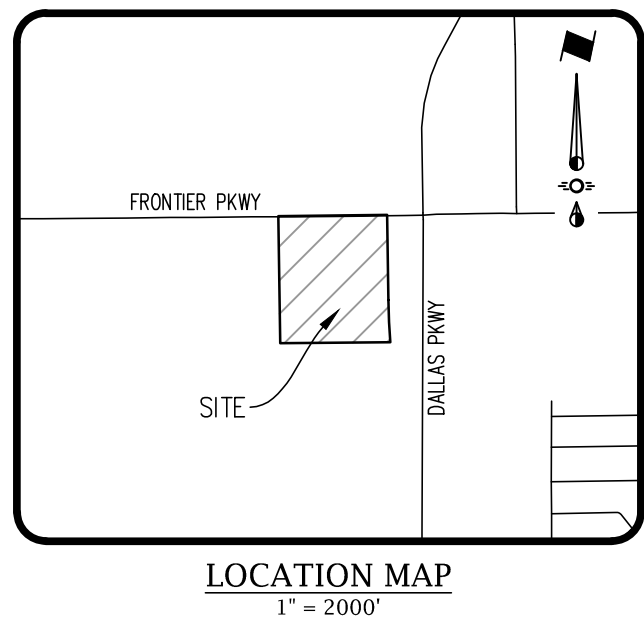
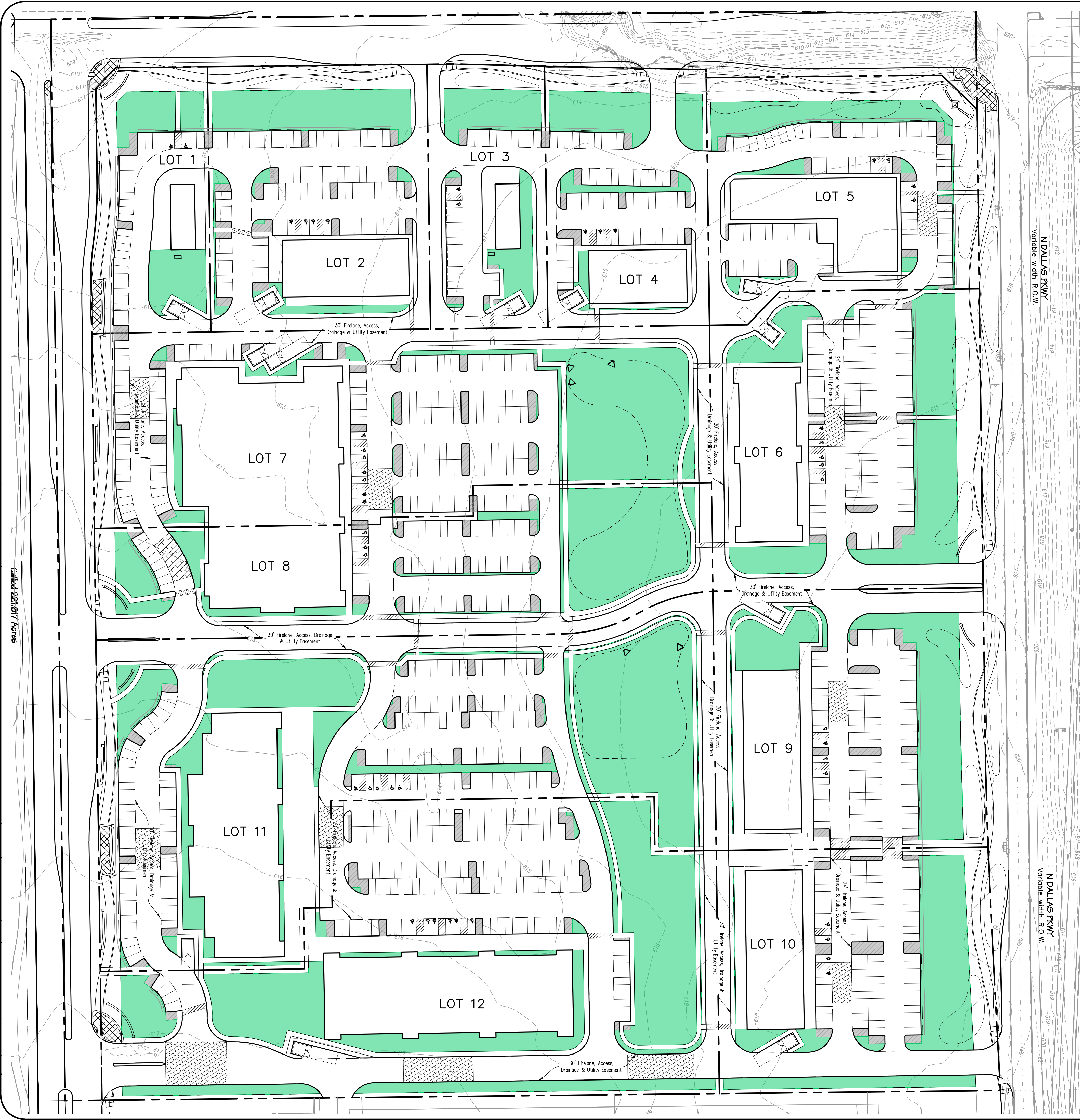
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Site Data Summary Table												
	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7	Lot 8	Lot 9	Lot 10	Lot 11	Lot 12
Zoning	C-Commercial	C-Commercial	C-Commercial	C-Commercial	C-Commercial	C-Commercial	C-Commercial	C-Commercial	C-Commercial	C-Commercial	C-Commercial	C-Commercial
Proposed Use	Restaurant	Retail	Restaurant	Retail	Retail/Rest	Retail/Rest.	Retail	Retail	Retail/Rest.	Retail/Rest.	Retail/Office	Retail/Office
Lot Area (Ac)	1.041	2.008	1.068	1.441	2.041	2.727	3.822	2.611	2.422	2.320	5.000	4.928
Lot Area (SF)	45,367	87,467	46,507	62,768	88,889	118,793	166,468	113,757	105,497	101,058	217,814	214,674
Building Footprint (SF)	2,400	10,850	2,400	7,800	14,972	15,655	35,724	16,773	13,650	13,650	29,968	29,630
Building Area (SF)	2,400	10,850	2,400	7,800	14,972	15,655	35,724	16,773	13,650	13,650	40,118	40,830
											1st Floor: 29,968	1st Floor: 29,630
											2nd Floor: 10,150	2nd Floor: 11,200
Building Height	30'-0"	30'-0"	30'-0"	30'-0"	30'-0"	30'-0"	30'-0"	30'-0"	30'-0"	28'-0"	30'-0" (2-Story)	30'-0" (2-Story)
Lot Coverage	5.3%	12.4%	5.2%	12.4%	16.8%	13.2%	21.5%	14.7%	12.9%	13.5%	13.8%	13.8%
Floor Area Ratio	0.053:1	0.124:1	0.052:1	0.124:1	0.168:1	0.132:1	0.215:1	0.147:1	0.129:1	0.135:1	0.184:1	0.19:1
Required Parking Ratio	1 Sp./100 SF	1 Sp./250 SF	1 Sp./100 SF	1 Sp./250 SF	1 Sp./250 SF	1Sp./250 SF	1 Sp./250 SF	1 Sp./250 SF	1Sp./250 SF	1Sp./250 SF	1Sp./250 SF	1Sp./250 SF
						1Sp./100 SF			1Sp./100 SF	1Sp./100 SF	1Sp./350 SF	1Sp./350 SF
Required Parking Breakdown	100% Restaurant	100% Retail	100% Restaurant	100% Retail	75% Retail	55% Retail	100% Retail	100% Retail	55% Retail	65% Retail	100% Retail (1st)	100% Retail (1st)
					25% Restaurant	45% Restaurant			45% Restaurant	35% Restaurant	100% Office (2nd)	100% Office (2nd)
Total Required Parking	24 Sp.	43 Sp.	24 Sp.	31 Sp.	82 Sp.	105 Sp.	143 Sp.	67 Sp.	91 Sp.	83 Sp.	149 Sp.	151 Sp.
Total Provided Parking	30 Sp.	89 Sp.	27 Sp.	56 Sp.	85 Sp.	105 Sp.	155 Sp.	68 Sp.	92 Sp.	83 Sp.	149 Sp.	151 Sp.
Required Handicap Parking	2 Sp.	4 Sp.	2 Sp.	3 Sp.	4 Sp.	5 Sp.	6 Sp.	3 Sp.	4 Sp.	4 Sp.	5 Sp.	6 Sp.
Provided Handicap Parking	2 Sp.	4 Sp.	2 Sp.	3 Sp.	4 Sp.	5 Sp.	7 Sp.	3 Sp.	4 Sp.	4 Sp.	5 Sp.	6 Sp.
Required Parking Lot Landscaping (SF)	450	1,335	405	840	1,275	1,575	2,325	1,020	1,230	1,245	2,280	2,310
Provided Parking Lot Landscaping (SF)	834	2,946	885	1,746	2,320	1,976	4,902	2,352	2,228	2,414	3,792	3,321
Required Open Space (SF)	3,176	6,123	3,255	4,394	6,222	8,316	11,653	7,963	7,385	7,074	15,247	15,027
Provided Open Space (SF)	10,000	15,446	10,305	11,173	11,317	26,706	29,400	29,036	22,471	20,855	57,669	57,887
Total Impervious Area (SF)	25,633	60,825	29,941	44,197	59,885	78,531	123,022	75,244	70,967	68,325	143,730	144,142

Sheet 6 of 6
PRELIMINARY SITE PLAN
FRONTIER GATEWAY
BLOCK A, LOTS 1-12,
IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY
SECTION NO. 12, ABSTRACT NO. 147
1,369,004 Net Sq.Ft. / 31.428 Net Acres
1,505,293 Gross Sq.Ft. / 34.556 Gross Acres
Current Zoning: C-Commercial
Town Case No. : DEVAPP-24-0110
Prepared April 2026

<u>ENGINEER / SURVEYOR / APPLICANT</u> Spiars Engineering, Inc. 501 W President George Bush Hwy, Suite 200 Richardson, TX 75080 Telephone: (972) 422-0077 TBPE No. F-2121 Contact: David Bond	<u>OWNER/DEVELOPER</u> Urban Heights 4577 Firewheel Dr Plano, TX 75024 Telephone: (248) 390-3400 Contact: Ravi Yariagadda
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Drawing: C:\2023_08\23-242 Frontier Gateway\CAD\Open Space Plan.dwg Saved By: Jscot25 Date: 6/9/2026 12:12 PM
Plotted by: Jscot25 Plot Date: 6/9/2026 12:12 PM
Called 221.617 Acres



Site Data Summary Table												
	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7	Lot 8	Lot 9	Lot 10	Lot 11	Lot 12
Lot Area (SF)	45,367	87,467	46,507	62,268	88,889	118,759	106,408	113,752	105,497	101,098	222,814	214,674
Required Parking Lot Landscaping (SF)	450	1,335	405	840	1,275	1,575	2,325	1,020	1,230	1,245	2,280	2,310
Provided Parking Lot Landscaping (SF)	834	2,946	885	1,746	2,320	1,976	4,902	2,352	2,228	2,414	3,792	3,321
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Total Impervious Area (SF)	25,633	60,825	29,941	44,197	59,885	78,531	123,022	75,244	70,967	68,325	143,730	144,142

LEGEND

 INTERIOR LANDSCAPE AREA PROVIDED

 OPEN SPACE PROVIDED

OPEN SPACE PLAN
FRONTIER GATEWAY
BLOCK A, LOTS 1-12,
IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY
SECTION NO. 12, ABSTRACT NO. 147
1,369,004 Net Sq.Ft. / 31.428 Net Acres
1,505,293 Gross Sq.Ft. / 34.556 Gross Acres
Current Zoning: C-Commercial
Town Case No. : DEVAPP-24-0110
Prepared February 2026

ENGINEER / SURVEYOR / APPLICANT
Spiars Engineering, Inc.
501 W President George Bush Hwy, Suite 200
Richardson, TX 75080
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: David Bond

OWNER/DEVELOPER
Urban Heights
4577 Firewheel Dr
Plano, TX 75024
Telephone: (248) 390-3400
Contact: Ravi Yariagadda

FRONTIER GATEWAY DEVELOPMENT AGREEMENT

THIS FRONTIER GATEWAY DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and Urban Heights at Frontier LLC ("Developer"), individually, a "Party" and collectively, the "Parties," to be effective (the "Effective Date") on the latest date executed by a Party.

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

WHEREAS, Developer is developing a project in the Town known as Frontier Gateway ("Property"), a Preliminary Site Plan of which Property is attached hereto as Exhibit A and incorporated by reference; and

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

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

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

3. **Maintenance of Landscape Areas.**

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

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

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

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

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

5. Certain Business Establishments Prohibited. Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property any of the following business establishments: (1) credit access businesses, as defined in Texas Finance Code § 393.601, as amended, including but not limited to payday lending businesses, "cash for title" lenders, and credit services businesses, as defined in Texas Finance Code § 393.001, as amended); (2) body art facilities; (3) smoke or vape shops; (4) any business entity that sells drug paraphernalia; (5) any business establishment offering gaming or slot machines; (6) sex shops, including but not limited to business entities whose primary purpose is the sale of lewd merchandise; (7) pawn

shops; (8) business entities which primarily utilize outdoor storage or displays; (9) auto parts sales, inside; (10) building material and hardware sales, major; (11) car wash; (12) contractor's shop and/or storage yard; (13) convenience store with gas pumps; (14) dry cleaning, major; (15) laundromat; (16) limited assembly and manufacturing use complying with performance standards; (17) machine shop; (18) office/warehouse/distribution center; (19) recycling collection point; (20) storage or wholesale warehouse. Additionally, Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property a package liquor store, which for purposes of this Agreement is defined as any business entity that is required to obtain a Package Store Permit (P) from the Texas Alcoholic Beverage Commission for the off-premises consumption of alcohol.

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

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

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

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

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

If to Developer: Urban Heights at Frontier LLC
Vijay Sagar Pelaprolu
4577 Firewheel Drive
Plano, TX 75024-3970

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

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

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

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

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

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

16. Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the

signatories hereto, the signatories agree to submit such disagreement to nonbinding mediation.

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

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

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

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

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

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

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

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

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

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

27. Exactions/Infrastructure Costs. Developer has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with

§ 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

TOWN:

THE TOWN OF PROSPER, TEXAS

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

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

Notary Public, State of Texas
My Commission Expires:

DEVELOPER:

URBAN HEIGHTS AT FRONTIER LLC

By: _____

Name: Vijay Sagar Pelaprolu

Title: _____

STATE OF TEXAS)

)

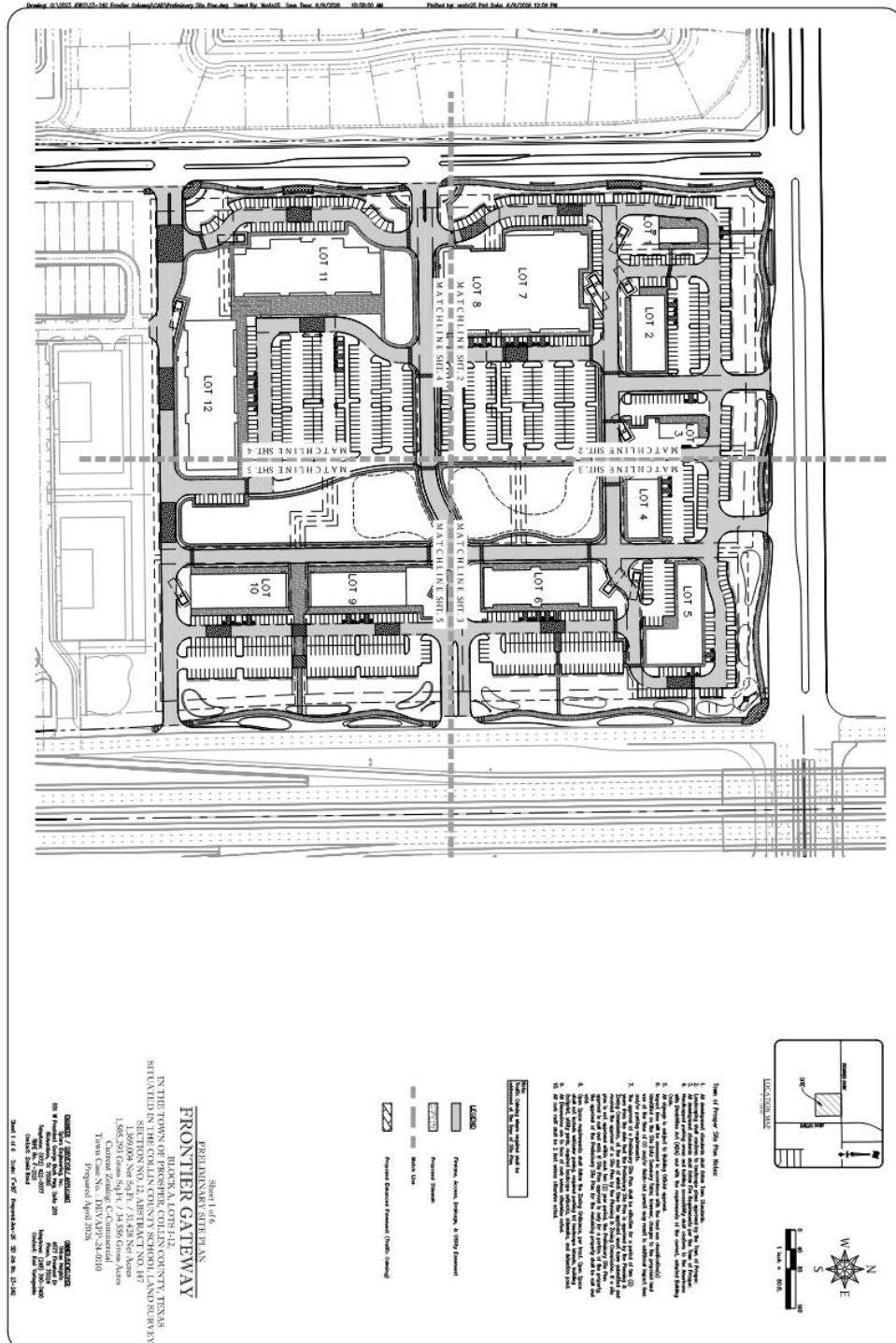
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2026, by Vijay Sagar Pelaprolu on behalf of Urban Heights at Frontier LLC, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Developer.

Notary Public, State of Texas

My Commission Expires:

FRONTIER GATEWAY (DEVAPP-24-0110) EXHIBIT A: PRELIMINARY SITE PLAN



**FRONTIER GATEWAY
(DEVAPP-24-0110)
EXHIBIT B: BUILDING MATERIALS**

EXTERIOR APPEARANCE OF BUILDINGS:

A. Architectural Standards

1. Architectural style requirements are to be provided in accordance with the Design Standards for Office, Retail, Restaurant, Service, Automobile, Commercial, and Mixed-Use Development Standards of the Town of Prosper's Unified Development Code, Article 2, Section 2.15.C in addition to the building material requirements below:
 - a. Permitted primary exterior materials shall constitute a minimum 80% of an elevation and are defined as clay fired brick, natural and manufactured stone, granite, and marble.
 - b. Secondary materials used on the façade of a building are those that comprise a total of 20% or less of an elevation area. Permitted secondary materials are all primary materials, aluminum or other metal, cedar or similar quality decorative wood and stucco (3-step application process). Stucco is only permitted a minimum of nine feet above grade.
 - c. Buildings facing Dallas Parkway and backing to the centralized open space area will have rear façades that mirror the look of a front façade.



PLANNING

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

From: Suzanne Porter, AICP, Planning Manager

Through: David Hoover, AICP, Director of Development Services

Re: Planned Development for Saddle Creek Commercial

Meeting: July 21, 2026

Agenda Item:

Conduct a Public Hearing and consider and act upon a request to **TABLE** a request to amend a portion of Planned Development-31 to create a new Planned Development on Saddle Creek Commercial, Block A, Lots 2R and 3, for non-residential uses (office, restaurant, retail), on 13.6± acres, located on the west side of Preston Road, 225± feet north of Prosper Trail, to the **August 18, 2026**, Planning and Zoning Commission meeting. (ZONE-25-0003)

Description of Agenda Item:

The applicant has requested that this item be tabled so that a meeting with the Homeowners' Association can be arranged to discuss this proposal. Town Staff recommends tabling this item to the Planning and Zoning Commission meeting on August 18, 2026, to provide sufficient time for the coordination of this meeting.

Legal Obligations and Review:

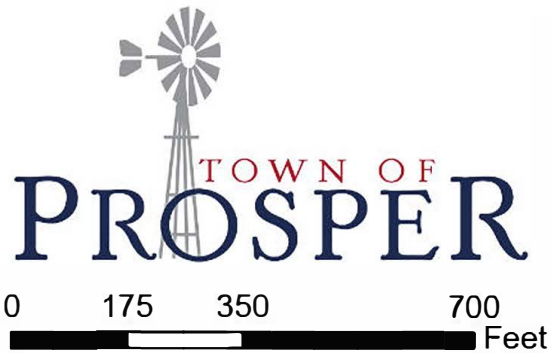
Notification was provided as required by the Unified Development Code and state law.

Attached Documents:

1. Aerial Map

Town Staff Recommendation:

Town Staff recommends tabling this item and continuing the public hearing to the August 18, 2026, Planning and Zoning Commission meeting.



This map for illustration purposes only

ZONE-25-0003

Saddle Creek Commercial

Planned Development



PLANNING

To: Planning and 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 Prosper LGE

Meeting: July 21, 2026

Item No. 6

Agenda Item:

Conduct a Public Hearing and consider and act upon a request for a rezoning from Planned Development-27 to a Planned Development for Cottage Logistics, Office/Warehouse, and Retail uses on Edward Bradley Survey, Abstract 86, Tract 5, on 39.2± acres, located on the northeast corner of Lovers Lane and University Drive. (ZONE-26-0006)

Description of Agenda Item:

The purpose of this request is to rezone the property from Planned Development-27, which allows for all uses permitted in both the Commercial Corridor and Retail Districts, to a Planned Development allowing for cottage logistics, light industrial, and retail uses. The proposed development is subdivided into three distinct tracts, Tracts One, Two, and Three, and extends Richland Boulevard from its current section to Lovers Lane. Tract One, located on the hard corner of Lovers Lane and University Drive, will allow for retail uses. Tract Two, located on the north and east sides of Tract One, will allow for light industrial uses. Tract Three, located on the north side of future Richland Boulevard, will allow for cottage logistics uses.

Future Land Use Plan:

The Future Land Use Plan recommends the US Highway 380 District.

Zoning:

The property is zoned Planned Development-27 (Commercial Corridor and Retail).

Compatibility:

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

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Planned Development-27 (Commercial Corridor and Retail)	Vacant	US Highway 380 District
North	Planned Development-2 (Single Family-10)	Residential (Willow Ridge)	Medium Density Residential
East	Planned Development-2 (Commercial Corridor)	Utility (Oncor Substation)	US Highway 380 District
South	N/A (City of Frisco)	Vacant	N/A (City of Frisco)
West	Planned Development-67 (Retail)	Commercial (Dicks Sporting Goods)	Town Center

District Regulations:

The district regulations within each tract of this Planned Development compared to the regulations in the Commercial and Industrial Districts in the Unified Development Code are shown below.

Tract One (Retail)

The only deviations are an increased side yard setback adjacent to commercial lots outside of this Planned Development and an increase in the allowed building height.

	Proposed Regulations (Development Standards)	Commercial District (Unified Development Code)
Size of Yards	Front: 30' Side: 0' (Attached, Separate Lots) 10' (Adj. to Internal Lots) 25' (Adj. to Commercial) 30' (Adj. to Thoroughfare) 40' (1-Story Adj. to Residential) 60' (2-Story Adj. to Residential) Rear: 0' (Attached, Separate Lots) 10' (Adj. to Internal Lots) 25' (Adj. to Commercial) 40' (1-Story Adj. to Residential) 60' (2-Story Adj. to Residential)	Front: 30' Side: 0' (Attached, Separate Lots) 15' (Adj. to Commercial) 30' (Adj. to Thoroughfare) 40' (1-Story Adj. to Residential) 60' (2-Story Adj. to Residential) Rear: 0' (Attached, Separate Lots) 15' (Adj. to Commercial) 40' (1-Story Adj. to Residential) 60' (2-Story Adj. to Residential)
Size of Lots	Area: 10,000 SF Width: 100' Depth: 100'	Area: 10,000 SF Width: 100' Depth: 100'
Maximum Height	Height: 50'	Height: 40'
Lot Coverage	Maximum: 50%	Maximum: 50%
Floor Area Ratio	Maximum: 0.5:1	Maximum: 0.5:1

Tract Two (Light Industrial)

The only deviations are a reduced front setback, reduced side yard setback adjacent to thoroughfares, and a decrease in the allowed building height.

	Proposed Regulations (Development Standards)	Industrial District (Unified Development Code)
Size of Yards	Front: 30' Side: 0' (Attached, Separate Lots) 10' (Adj. to Internal Lots) 30' (Adj. to Commercial) 30' (Adj. to Thoroughfare) 60' (Adj. to Residential) Rear: 0' (Attached, Separate Lots) 10' (Adj. to Internal Lots) 30' (Adj. to Commercial) 60' (Adj. to Residential)	Front: 50' (35' on Arterial Street) Side: 30' (Adj. to Commercial) 50' (Adj. to Thoroughfare) 60' (Adj. to Residential) Rear: 30' (Adj. to Commercial) 60' (1-Story Adj. to Residential)
Size of Lots	Area: 15,000 SF Width: 100' Depth: 150'	Area: 15,000 SF Width: 100' Depth: 150'
Maximum Height	Height: 50'	Height: 100'
Lot Coverage	Maximum: 60%	Maximum: N/A
Floor Area Ratio	Maximum: 1:1	Maximum: 1:1

Tract Three (Cottage Logistics)

The only deviations are a reduced front setback, reduced side yard setback adjacent to thoroughfares, and a decrease in the allowed building height.

	Proposed Regulations (Development Standards)	Industrial District (Unified Development Code)
Size of Yards	Front: 30' Side: 10' (Adj. to Internal Lots) 30' (Adj. to Commercial) 30' (Adj. to Thoroughfare) 60' (Adj. to Residential) Rear: 10' (Adj. to Internal Lots) 30' (Adj. to Commercial) 60' (Adj. to Residential)	Front: 50' (35' on Arterial Street) Side: 30' (Adj. to Commercial) 50' (Adj. to Thoroughfare) 60' (Adj. to Residential) Rear: 30' (Adj. to Commercial) 60' (1-Story Adj. to Residential)
Size of Lots	Area: 15,000 SF Width: 100' Depth: 150'	Area: 15,000 SF Width: 100' Depth: 150'
Maximum Height	Height: 40'	Height: 100'
Lot Coverage	Maximum: 60%	Maximum: N/A
Floor Area Ratio	Maximum: 1:1	Maximum: 1:1

Uses:

The list of permitted uses within this Planned Development is shown below, as well as the list of uses currently allowed in Planned Development-27 that would be eliminated should this rezoning request be approved.

Tract One (Retail)

- By Right:
 - Administrative, Medical, or Professional Office
 - Alcoholic Beverage Sales
 - Antique Shop and Used Furniture
 - Bank, Savings and Loan, or Credit Union
 - Beauty Salon/Barber Shop
 - Building Material and Hardware Sales, Minor
 - Business Service
 - Cabinet/Upholstery Shop
 - Catering
 - Commercial Amusement, Indoor
 - Dry Cleaning, Minor
 - Feed Store
 - Furniture, Home Furnishings and Appliance Store
 - Governmental Office
 - Gymnastics/Dance Studio
 - Health/Fitness Center
 - Homebuilder Marketing Center
 - Locksmith/Security System Company
 - Massage Therapy, Licensed
 - Meeting/Banquet/Reception Facility
 - Municipal Uses Operated by the Town of Prosper
 - Nursery, Minor
 - Outside Storage, Incidental
 - Pet Day Care
 - Private Utility, Other Than Listed
 - Restaurant
 - Retail/Service Incidental
 - Retail Stores and Shops
 - Theater, Neighborhood
 - Theater, Regional
 - Veterinarian Clinic and/or Kennel, Indoor
- By Specific Use Permit:
 - Car Wash
 - Child Care Center, Incidental
 - Child Care Center, Licensed
 - Office/Showroom
 - Restaurant, Drive-In

Tract Two (Light Industrial)

- By Right:
 - Administrative, Medical, or Professional Office
 - Building Material and Hardware Sales, Minor
 - Business Service
 - Cabinet/Upholstery Shop
 - Commercial Amusement, Indoor
 - Furniture, Home Furnishings and Appliance Store
 - Furniture Restoration
 - Gymnastics/Dance Studio
 - Health/Fitness Center
 - Homebuilder Marketing Center
 - Limited Assembly and Manufacturing Use Complying with Performance Standards
 - Locksmith/Security System Company
 - Municipal Uses Operated by the Town of Prosper
 - Nursery, Minor
 - Office/Showroom
 - Office/Warehouse
 - Outside Storage, Incidental
 - Print Shop, Minor
 - Private Utility, Other Than Listed
 - Repair Service, Indoor
 - Research and Development Center
 - Retail/Service Incidental
 - Retail Stores and Shops
 - Storage or Wholesale Warehouse
- By Specific Use Permit:
 - Auto Parts Sales, Inside
 - Equipment and Machinery Sales and Rental, Minor
 - Wireless Communications and Support Structures

Tract Three (Cottage Logistics)

- By Right:
 - Administrative, Medical, or Professional Office
 - Artisan's Workshop
 - Building Material and Hardware Sales, Minor
 - Business Service
 - Cabinet/Upholstery Shop
 - Cottage Logistics *
 - Furniture, Home Furnishings and Appliance Store
 - Furniture Restoration
 - Health/Fitness Center
 - Homebuilder Marketing Center
 - Limited Assembly and Manufacturing Use Complying with Performance Standards
 - Locksmith/Security System Company
 - Machine Shop
 - Municipal Uses Operated by the Town of Prosper
 - Nursery, Minor

- Office/Showroom
- Office/Warehouse
- Outside Storage, Incidental
- Print Shop, Minor
- Private Utility, Other Than Listed
- Repair Service, Indoor
- Research and Development Center
- Retail/Service Incidental
- Retail Stores and Shops
- Small Engine Repair Shop
- Storage or Wholesale Warehouse
- By Specific Use Permit:
 - Auto Parts Sales, Inside
 - Contractor's Shop and/or Storage Yard
 - Equipment and Machinery Sales and Rental, Minor
 - Wireless Communications and Support Structures

*** The use "Cottage Logistics" is not defined in the Town's Unified Development Code.**

A definition has been created for this use in the proposed development standards. The use is defined as "an establishment or business where the primary purpose is small-scale and individualized (i.e., not mass produced) assembly and light manufacturing of commodities and is characterized by low to no external impact."

Eliminated Uses (Currently Allowed in Planned Development-27)

- Alcoholic Beverage Establishment (S)
- Antenna, Non-Commercial
- Antenna, Stealth
- Assisted Care of Living Facility (S; Retail District)
- Automobile Paid Parking Lot/Garage
- Automobile Parking Lot/Garage
- Automobile Repair, Minor (S)
- Automobile Sales/Leasing, New (S)
- Automobile Sales/Leasing, Used (S)
- Athletic Stadium or Field, Private (S)
- Athletic Stadium or Field, Public
- Bed and Breakfast Inn
- Big Box (S)
- Building Material and Hardware Sales, Major (S; Retail District)
- Bus Terminal
- Cemetery or Mausoleum (S)
- Child Care Center, Incidental (S)
- Child Care Center, Licensed (S)
- Civic/Convention Center
- College, University, Trade, or Private Boarding School
- Commercial Amusement, Outdoor (S)
- Commercial Drone Delivery Hub (S)

- Community Center
- Construction Yard and Field Office, Temporary
- Convenience Store without Gas Pumps
- Day Care Center, Adult
- Donation or Recycling Bin
- Equipment and Machinery Sales and Rental, Minor
- Fairgrounds/Exhibition Area (S)
- Farm, Ranch, Stable, Garden, or Orchard
- Farmer's Market
- Food Truck Park (S)
- Fraternal Organization, Lodge, Civic Club, Fraternity, or Sorority
- Funeral Home (S; On-Site Cremation Services)
- General Manufacturing/Industrial Use Complying with Performance Standards
- Golf Course and/or Country Club
- Heliport (S)
- Hospital
- Hotel, Full Service
- Hotel, Limited Service (S)
- Hotel, Residence/Extended Stay (S)
- House of Worship
- Indoor Gun Range (S)
- Laundromat
- Mobile Food Vendor (S)
- Motorcycle Sales/Service (S)
- Museum/Art Gallery
- Nursery, Major (S)
- Open Storage
- Outdoor Merchandise Display, Incidental (S)
- Outdoor Merchandise Display, Temporary
- Park or Playground
- Print Shop, Major
- Private Club (S)
- Private Recreation Center
- Recycling Center (S)
- Recycling Collection Point
- Rehabilitation Care Institution (S)
- School District Bus Yard
- School, Private or Parochial
- School, Public
- Sewage Treatment Plant/Pumping Station (S)
- Taxidermist
- Telephone Exchange
- Temporary Building (S)
- Transit Center
- Utility Distribution/Transmission Facility (S)
- Water Treatment Plant (S)
- Winery
- Wireless Communications and Support Structures (S)

Building Materials:

The architectural standards within this Planned Development are shown below.

- Building Materials:
 - Primary Materials (Min. of 80%)
 - Clay Fired Brick
 - Concrete Masonry Unit
 - Concrete Tilt Wall
 - Natural and Manufactured Stone
 - Secondary Materials (Max. of 20%)
 - Exterior Insulation and Finish System (EIFS) (Tract One Only) *
 - Formliner
 - Steel
 - Timber
- Building Design:
 - Enhanced Building Entrances
 - Enhanced Pedestrian-Facing Façades
 - Enhanced Public-Facing Façades

*** Town Staff does not recommend approval of EIFS as a permitted building material.**

The applicant is requesting that exterior insulation and finish system (EIFS) be allowed as a permitted building material exclusively on Tract 1. Additionally, the maximum percentage for secondary materials, including EIFS, on Tract 1 would be 30 percent instead of 20 percent.

Parking:

These standards codify the required parking ratio for “Cottage Logistics” uses in this development at one space per 500 square feet of gross floor area as there is no set ratio in the Unified Development Code.

Landscaping:

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

Perimeter Landscaping

The only deviation is the allowance for no landscaping buffer between commercial lots (5' width) when the lot line is located at the centerline of a drive aisle or fire lane.

	Proposed Regulations (Development Standards)	Town Regulations (Unified Development Code)
Buffer / Easement	Width: 5' (Adj. to Commercial) 15' (Adj. to Residential) 25' (Adj. to Thoroughfare) 30' (University Drive)	Width: 5' (Adj. to Commercial) 15' (Adj. to Residential) 25' (Adj. to Thoroughfare) 30' (University Drive)

Trees	Adj. to Commercial: One Small Tree every 15 Feet	Adj. to Commercial: One Small Tree every 15 Feet
	Adj. to Residential: One 3" Caliper every 30 Feet	Adj. to Residential: One 3" Caliper every 30 Feet
	Adj. to Thoroughfare: One 3" Caliper every 30 Feet	Adj. to Thoroughfare: One 3" Caliper every 30 Feet
Shrubs	Adj. to Commercial: One 5-Gallon every 15 Feet	Adj. to Commercial: One 5-Gallon every 15 Feet
	Adj. to Residential: N/A	Adj. to Residential: N/A
	Adj. to Thoroughfare: 15 5-Gallon every 30 Feet	Adj. to Thoroughfare: 15 5-Gallon every 30 Feet

Open Space and Amenities:

A minimum percentage of open space will not be required for each commercial lot; however, a minimum of 12 percent of open space is required for the aggregate area of the proposed development. Additionally, amenities from the list below will be provided in these open space areas. These amenities are categorized as either major or minor with a requirement of three major amenities and ten minor amenities being provided throughout the development as approved by the Director of Development Services.

- Major Amenities:
 - Dog Park
 - Fountain
 - Hike and Bike Trail Head
 - Shade Structure
- Minor Amenities:
 - Benches and Tables
 - Bike Racks
 - Dog Waste Station
 - Pond Overlook

Screening:

A living screen is proposed in lieu of a masonry screening wall adjacent to the residential subdivision to the north, Willow Ridge. There is an existing tree line adjacent to the homes in Willow Ridge that are adjacent to the site. The screen will consist of this existing tree line in addition to plantings that will fill in its gaps.

Richland Boulevard:

Richland Boulevard, as depicted on the Conceptual Plan, will be extended through the interior of the development from its current section to Lovers Lane to provide access throughout the site and frontage onto a public right-of-way for Tract 3. Additionally, berms and a ten-foot hike and bike trail will be provided along this thoroughfare.

Thoroughfare Plan:

This property has access to Lovers Lane, future Richland Boulevard, and University Drive.

Parks Master Plan:

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

Legal Obligations and Review:

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

Attached Documents:

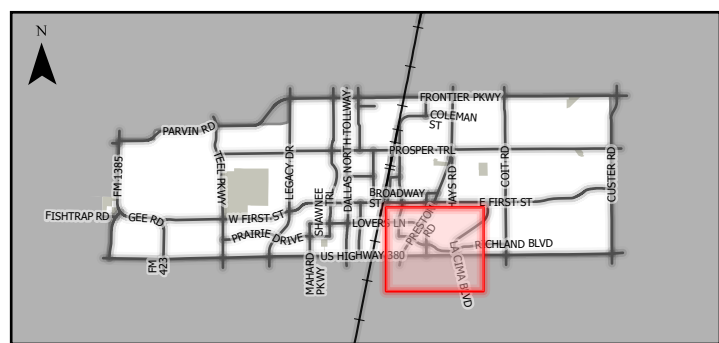
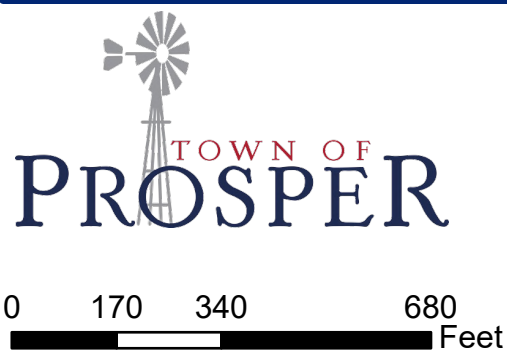
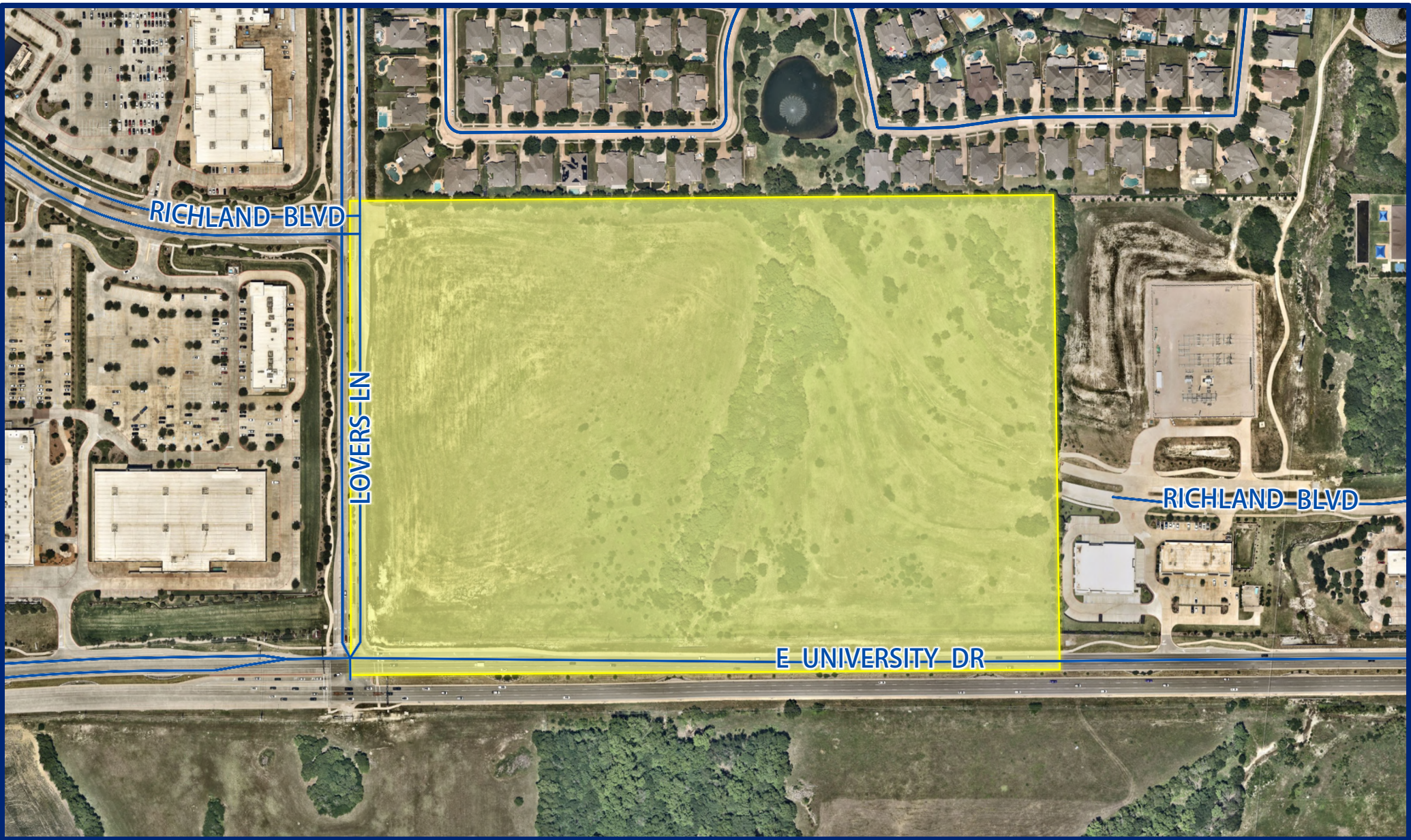
1. Aerial Map
2. Zoning Map
3. Future Land Use Exhibit
4. Exhibit A-1 – Written Metes and Bounds
5. Exhibit A-2 – Boundary Exhibit
6. Exhibit B – Letter of Intent
7. Exhibit C – Development Standards
8. Exhibit D – Conceptual Plan
9. Exhibit E – Development Schedule
10. Exhibit F – Elevations
11. Exhibit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

Town Staff Recommendation:

The rezoning request is compliant with the Future Land Use Plan. Additionally, it allows for the update of an outdated zoning district with undesirable uses and a development agreement that will ensure the aesthetic quality of the development. For these reasons, Town Staff recommends the Planning and Zoning Commission approve the request for a rezoning from Planned Development-27 to a Planned Development for Cottage Logistics, Office/Warehouse, and Retail uses on Edward Bradley Survey, Abstract 86, Tract 5, on 39.2± acres, located on the northeast corner of Lovers Lane and University Drive subject to EIFS not being a permitted building material.

Town Council Public Hearing:

Upon a recommendation by the Planning and Zoning Commission, a Public Hearing for this item will be scheduled for the Town Council at their regular meeting on August 11, 2026.

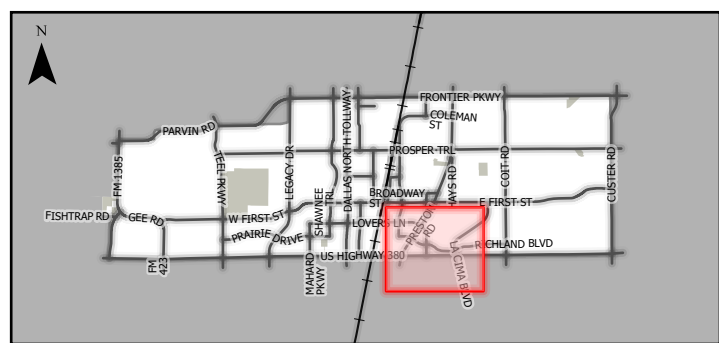
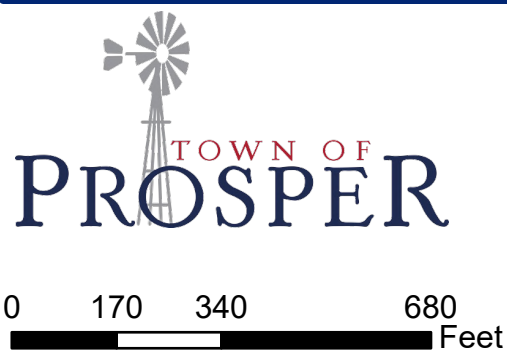
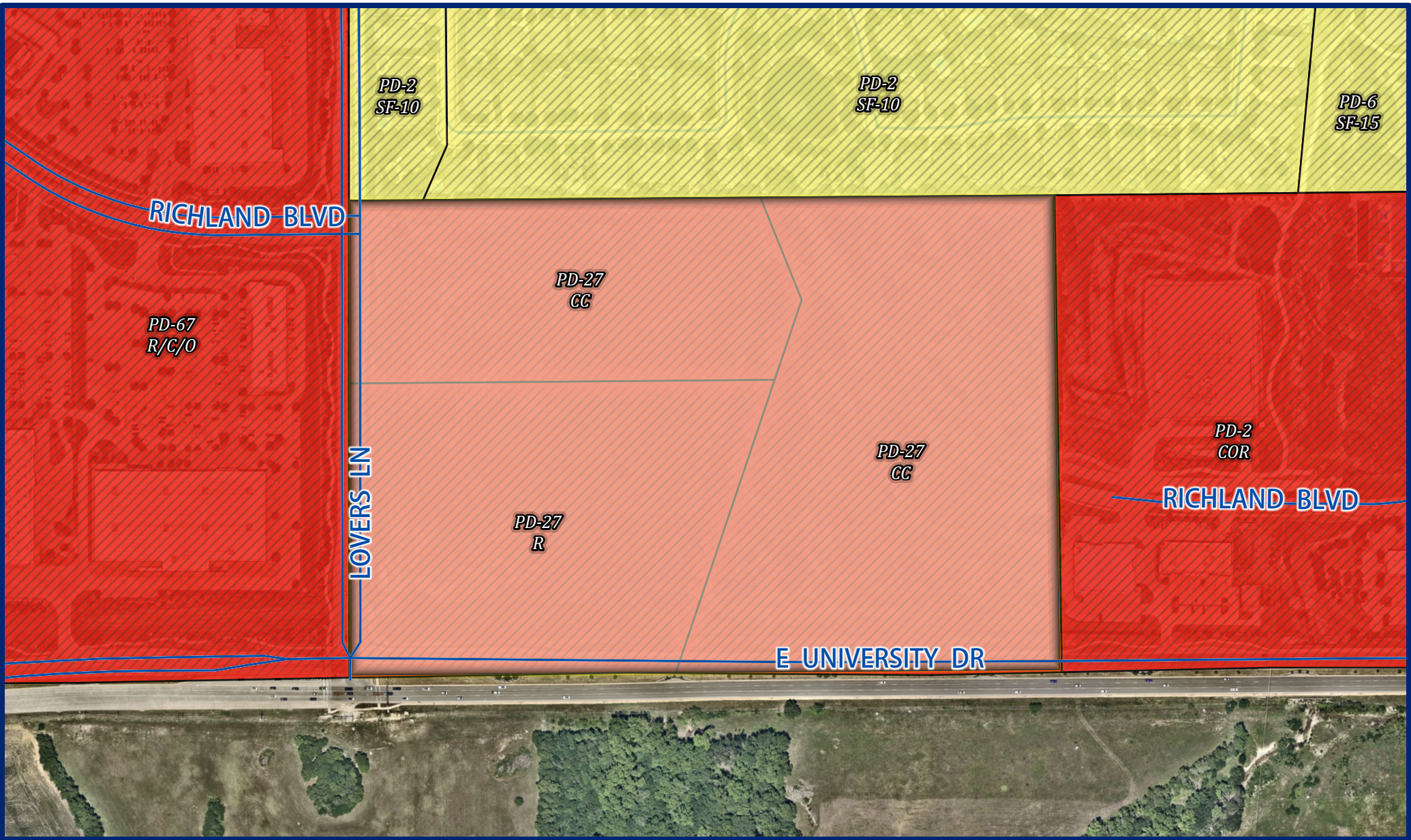


ZONE-26-0006

Prosper LGE

Planned Development

This map for illustration purposes only



ZONE-26-0006

Prosper LGE

Planned Development

This map for illustration purposes only

Future Land Use Exhibit

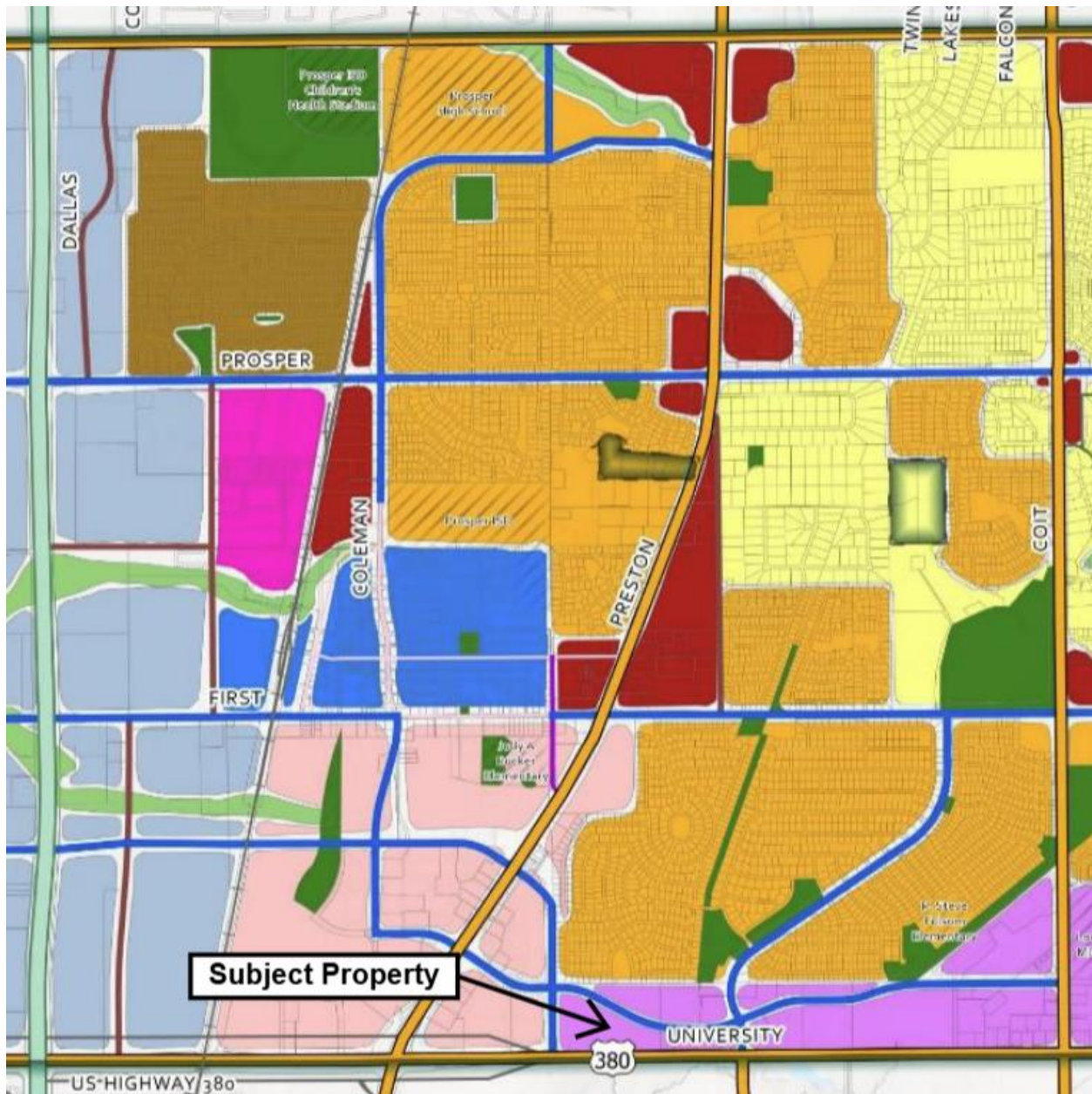


EXHIBIT "A-1"
ZONE-26-0006

BEING a tract of land situated in the Edward Bradley Survey, Abstract No. 86, Town of Prosper, Collin County, Texas, and being a portion a called 41.166-gross acre tract of land, described in a deed from Carol Tsai, L.P. to Carol Tsai (21.206% interest), Chao-Lun Tsai (39.397% interest), Grace Tsai Hage (0.333% interest), and Grace Tsai Hage Trust (39.064% interest), recorded in Instrument No. 20121129001521660, that tract of land described in a deed from Carol Tsai to Grace Tsai Hage Trust (21.206% interest), recorded in Instrument No. 20121217001602890, that tract of land described in a deed from Chao-Lun Tsai to Chao-Lun Tsai (a/k/a/ Roland Tsai), as Trustee of the Roland Tsai Trust, U/A/D April 11, 2017 (39.397% interest), recorded in Instrument No. 20170630000859500, that tract of land described in a deed from Chao-Lun Tsai (a/k/a/ Roland Tsai), as Trustee of the Roland Tsai Trust, U/A/D April 11, 2017 to Chris LLC (39.397% interest), recorded in Instrument No. 20181220001544550, corrected in Instrument No. 20190208000136680, further corrected in Instrument No. 201902110001041320, all of the Official Public Records of Collin County, Texas, and being the current north half of E. University Drive (U. S. Highway 380) and the east half of Lovers Lane, and being more particularly described as follows:

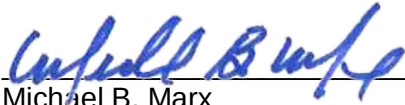
BEGINNING at a 1/2-inch iron rod found for the northeast corner of said 41.166-gross acre tract, same being the northwest corner of Lot 3R, Block B of La Cima Crossing, an addition to the Town of Prosper, according to the Plat recorded in Volume 2021, Page 166 of the Plat Records of Collin County, Texas, same being on the south line of Willow Ridge Phase Three, an addition to the Town of Prosper, according to the Plat recorded in Cabinet Q, Page 618 of the Plat Records of Collin County, Texas;

THENCE South 00°47'44" East, along the east line of said 41.166-gross acre tract, the west line of said Lot 3R, Block B, passing at a distance of 617.29 feet, a 5/8-inch iron rod with a yellow plastic cap, stamped "DUNAWAY ASSOC LP" found for the southwest corner of said Lot 3R and the north corner of the west terminus of Richland Boulevard, a 90' wide right of way as dedicated in aforesaid Volume 2017, Page 490, Plat Records, Collin County, Texas, passing at a distance of 712.34 feet a 1/2-inch iron rod with a yellow plastic cap, stamped "DAA" found for the south corner of said Richland Boulevard and the northwest corner of Lot 4, Block A of La Cima Crossing, an addition to the Town of Prosper, according to the plat recorded in Volume 2017, Page 490 of the Plat Record of Collin County, Texas, continuing along the west line of said Lot 4, passing at distance of 1,044.37 feet, an aluminum TXDOT right of way disk found on the east line of said 41.166-gross acre tract, for the southwest corner of said Lot 4, Block A, same being on the north right of way line of E. University Drive (U. S. Highway 380), a variable width right of way, described in a 0.6980-acre deed to the State of Texas, recorded in Volume 3299, Page 107 of the Land Records of Collin County, Texas, continuing a cross said E. University Drive (U. S. Highway 380), a total distance of 1,130.91 feet to the center of existing E. University Drive (U. S. Highway 380), same being the south town limit line of the Town of Prosper and the north city limit line of the City of Frisco;

THENCE South 89°33'11" West, along the current centerline of E. University Drive (U. S. Highway 380), and the common boundaries of the Town of Prosper and the City of Frisco, a distance of 1,687.91 feet to the intersection of said line with the centerline of Lovers Lane;

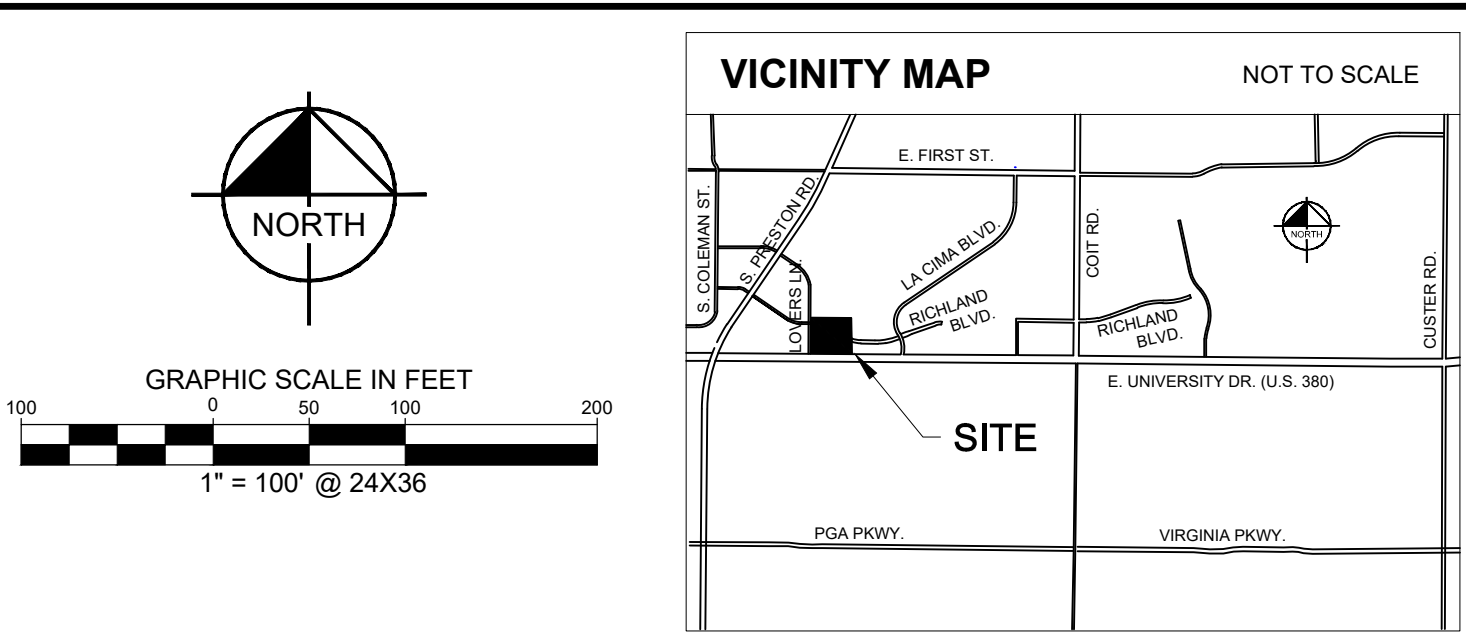
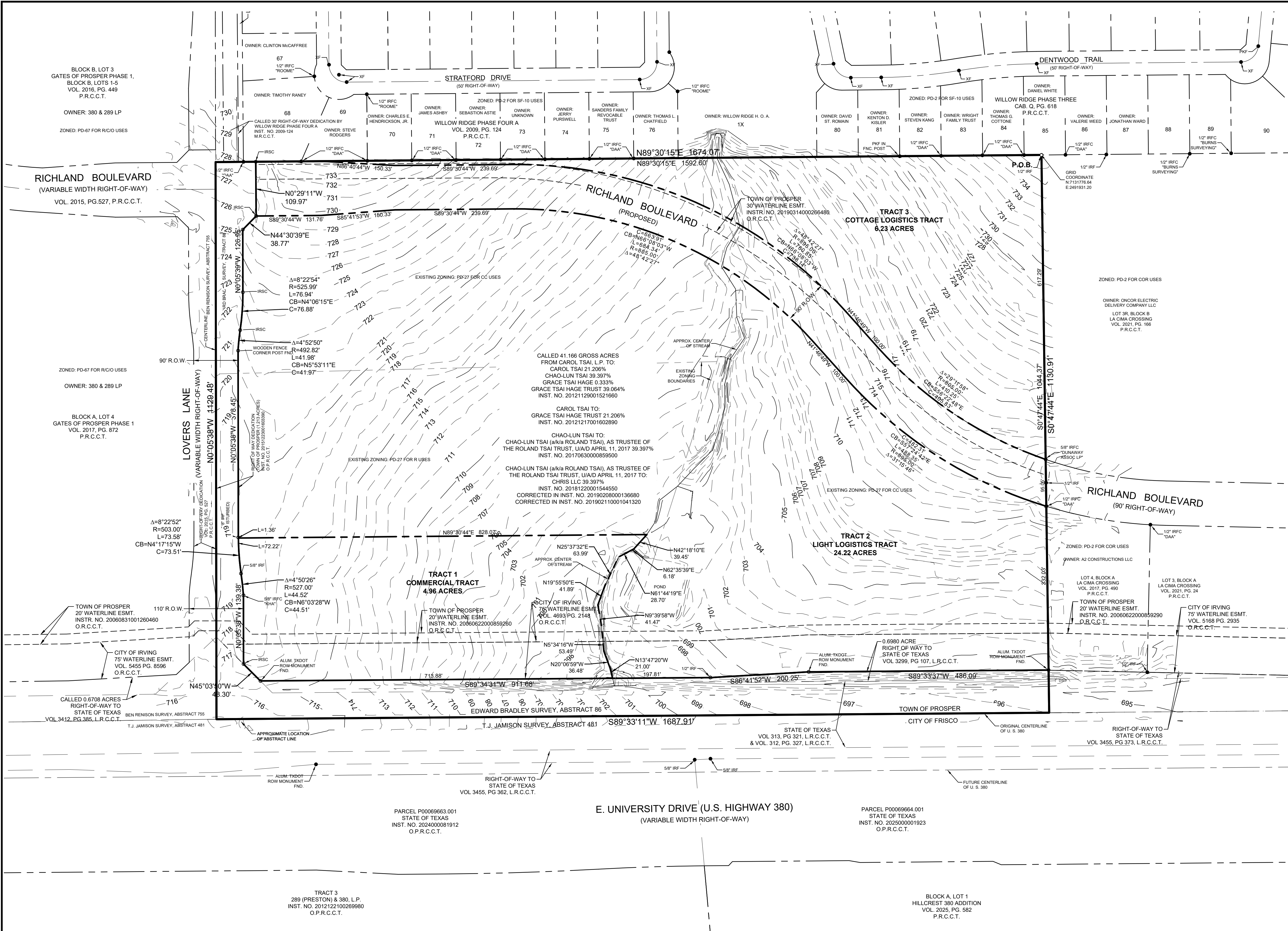
THENCE North 00°05'38" West, along the centerline of said Lovers Lane, a distance of 1,129.48 feet to a point for corner;

THENCE North 89°30'15" East, departing the centerline of said Lovers Lane, crossing said Lovers Lane, passing a 1/2-inch iron rod with a plastic cap, stamped "DAA" found for the southwest corner of Block B, Lot 68 of Willow Ridge Phase Four A, an addition to the Town of Prosper, according to the Plat recorded in Volume 2009, Page 124 of the Plat Records of Collin County, Texas, passing the northwest corner of aforesaid 41.166-gross acre tract, continuing along the north line of said 41.166-gross acre tract, the south line of said Willow Ridge Phase Four A and the south line of aforesaid Willow Ridge Phase Three, a total distance of 1,674.07 feet to the **POINT OF BEGINNING** and containing 43.61 acres of land, more or less.



Michael B. Marx
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Ph. 972-335-3580
michael.marx@kimley-horn.com
Michael B. Marx





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BEGINNING at the northwest corner of Lot 3R, Block B of La Cima Crossing, an addition to the Town of Prosper, according to the Plat recorded in Volume 2021, Page 166 of the Plat Records of Collin County, Texas, same being on the south line of Willow Ridge Phase Three, an addition to the Town of Prosper, according to the Plat recorded in Cabinet Q, Page 618 of the Plat Records of Collin County, Texas;

THENCE South 00°47'44" East, along the east line of said 41.166-gross acre tract, the west line of said Lot 3R, Block B, passing at a distance of 617.29 feet, a 5/8-inch iron rod with a yellow plastic cap, stamped "DUNAWAY ASSOC LP" found for the southwest corner of said Lot 3R and the north corner of the west terminus of Richland Boulevard, a 90' wide right of way as dedicated in aforesaid Volume 2017, Page 490, Plat Records, Collin County, Texas, passing at a distance of 712.34 feet a 1/2-inch iron rod with a yellow plastic cap, stamped "DAA" found for the south corner of said Richland Boulevard and the northwest corner of Lot 4, Block A of La Cima Crossing, an addition to the Town of Prosper, according to the plat recorded in Volume 2017, Page 490 of the Plat Record of Collin County, Texas, continuing along the west line of said Lot 4, passing at distance of 1,044.37 feet, an aluminum TXDOT right of way disk found on the east line of said 41.166-gross acre tract, for the southwest corner of said Lot 4, Block A, same being on the north right of way line of E. University Drive (U. S. Highway 380), a variable width right of way, described in a 0.6980-acre deed to the State of Texas, recorded in Volume 3299, Page 107 of the Land Records of Collin County, Texas, continuing a cross said E. University Drive (U. S. Highway 380), a total distance of 1,130.91 feet to the center of existing E. University Drive (U. S. Highway 380), same being the south town limit line of the Town of Prosper and the north city limit line of the City of Frisco;

THENCE South 89°33'11" West, along the current centerline of E. University Drive (U. S. Highway 380), and the common boundaries of the Town of Prosper and the City of Frisco, a distance of 1,687.91 feet to the intersection of said line with the centerline of Lovers Lane;

THENCE North 00°05'38" West, along the centerline of said Lovers Lane, a distance of 1,129.48 feet to a point for corner;

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LEGEND
Δ = CENTRAL ANGLE
P.O.B. = POINT OF BEGINNING
R.O.W. = RIGHT-OF-WAY
ESMT. = EASEMENT
IRFC = IRON ROD W/ CAP FOUND
IRF = IRON ROD FOUND
P.R.C.C.T. = PLAT RECORDS OF COLLIN COUNTY, TEXAS
L.R.C.C.T. = LAND RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS

NOTES:

- No 100-year floodplain exists on the property. See Flood Statement.
- The thoroughfare alignment(s) are shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of Final Plat.

FLOOD STATEMENT:

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48085C0235J, for Collin County, Texas and incorporated areas, dated June 2, 2009, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain"

If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, TX 75034
Phone: (972) 335-3580
Contact: Michael B. Marx, R.P.L.S.

ENGINEER:
Kimley-Horn and Associates, Inc.
200 N. Travis St., Suite 500
Sherman, TX 75090
Phone: (469) 353-6061
Contact: Michael Carlisle, P.E.

OWNER:
Hage Grace Tsai Trust
3208 Caruth Blvd.
Dallas, TX 75225
Phone: (214) 678-3418
Contact: Andrew Prine

DEVELOPER:
Creation Equity
1280 E. Levee St.
Dallas, TX 75207
Phone: (602) 600-6363
Contact: Mr. Taylor Mitcham

ARCHITECT:
LGE Design Build
1280 E. Levee St.
Dallas, TX 75207
Phone: (469) 498-0998
Contact: Mark Cone

CASE NO.: ZONE-26-0006
EXHIBIT "A-2"
43.61 ACRES
EDWARD BRADLEY SURVEY, ABSTRACT NO. 86
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
PREPARED ON: JUNE 08, 2026

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MBM	KHA	06/08/2026	060085800	1 OF 1

ZONE-26-0006

Exhibit B: Statement of Intent and Purpose

PLANNED DEVELOPMENT DISTRICT

LOVERS BUSINESS PARK

Southeast corner of Lovers Land and Richland Blvd, Prosper, Texas

Creation RE, LLC

Creation RE, LLC intends to develop this site to accommodate retail, office, and showroom, along with high-quality business park space to support a variety of light manufacturing and warehousing uses. The project will be thoughtfully planned to enhance both functionality for future tenants and the visual character of the surrounding area, contributing positively to the Town of Prosper.

EXHIBIT C: Development Standards

ZONE-26-0006

LOVERS BUSINESS PARK

Except as otherwise set forth in these Development Standards, the regulations of the Unified Development Code (as it currently exists or may be amended) shall apply to the property.

The zoning exhibits attached and incorporated into this Planned Development shall serve as a guide for development of the Property. The ultimate layout (including streets, site layout, building uses, and open space areas) shall be determined at the time of Preliminary Site Plan or Site Plan by the Planning & Zoning Commission.

This Planned Development document shall be the governing document for development of the Property and in the event of any conflict or inconsistency between any Town Ordinances and this document, the terms and provisions of this Planned Development shall control. This PD document is a vesting document for purposes of Chapter 245 of the Texas Local Government Code.

Commercial Corridor District – LOVERS BUSINESS PARK

1.1 GENERAL PURPOSE AND DESCRIPTION:

This planned development is separated into three tracts as shown on Exhibit D-1.

1.2 REGULATIONS:

“Tract I” Commercial Tract

A. Size of Yards:

1. Minimum Front Yard: 30 feet

2. Minimum Side Yard:

- a. Twenty-five feet adjacent to a nonresidential district. The minimum side yard setback may be eliminated for attached buildings on separate lots as shown on an approved site plan.
- b. Ten feet adjacent to lots within this planned development.
- c. Forty feet for a one story building adjacent to a residential district and 60 feet for a two story building adjacent to a residential district.
- d. Thirty feet when adjacent to a street.

3. Minimum Rear Yard:

- a. Twenty-five feet adjacent to a nonresidential district. The minimum rear yard setback may be eliminated for attached buildings on separate lots as shown on an approved site plan.
- b. Ten feet adjacent to lots within this planned development.
- c. Forty feet for a one story building adjacent to a residential district and 60 feet for a two story building adjacent to a residential district.

B. Size of Lots:

- 1. Minimum Size of Lot Area:** 10,000 square feet.
- 2. Minimum Lot Width:** 100 feet.
- 3. Minimum Lot Depth:** 100 feet.

C. Maximum Height: 50 feet

D. Lot Coverage: 50 percent.

E. Floor Area Ratio: Maximum 0.5:1

“Tract II” Light Industrial

A. Size of Yards:

- 1. Minimum Front Yard:** 30 feet
- 2. Minimum Side Yard:**

- a. Thirty feet adjacent to a nonresidential district. The minimum side yard setback may be eliminated for attached buildings on separate lots as shown on an approved site plan.
- b. Ten feet adjacent to lots within this planned development.
- c. 60 feet adjacent to a residential district.
- d. Thirty feet adjacent to a street.

3. Minimum Rear Yard:

- a. Thirty feet adjacent to a nonresidential district. The minimum rear yard setback may be eliminated for attached buildings on separate lots as shown on an approved site plan.
- b. Ten feet adjacent to lots within this planned development.
- c. 60 feet adjacent to a residential district.

B. Size of Lots:

- 1. Minimum Size of Lot Area:** 15,000 square feet.
- 2. Minimum Lot Width:** 100 feet.
- 3. Minimum Lot Depth:** 150 feet.

- C. **Maximum Height:** 50 feet in height.
- D. **Lot Coverage:** 60 percent.
- E. **Floor Area Ratio:** Maximum 1:1

“Tract III” Cottage Logistics

A. Size of Yards:

1. **Minimum Front Yard:** 30 feet
2. **Minimum Side Yard:**
 - a. Thirty feet adjacent to a nonresidential district. The minimum side yard setback may be eliminated for attached buildings on separate lots as shown on an approved site plan.
 - b. Ten feet adjacent to lots within this planned development.
 - c. 60 feet adjacent to a residential district.
 - d. Thirty feet adjacent to a street.
3. **Minimum Rear Yard:**
 - a. Thirty feet.
 - b. Ten feet adjacent to lots within this planned development.
 - c. Sixty feet adjacent to a residential district.

B. Size of Lots:

1. **Minimum Size of Lot Area:** 15,000 square feet.
2. **Minimum Lot Width:** 100 feet.
3. **Minimum Lot Depth:** 150 feet.

- C. **Maximum Height:** 40 feet
- D. **Lot Coverage:** 60 percent.
- E. **Floor Area Ratio:** Maximum 1:1

1.5 Parking Requirements:

Parking spaces shall be provided in accordance with the requirements listed in the Schedule of Uses in Article 2.07.C in the Unified Development Code in addition to the following:

Cottage Logistics: 1 space per 500 SF of gross floor area.

1.6 EXTERIOR APPEARANCE OF BUILDINGS:

Buildings shall be comprised of minimum of 80% primary building material (CMU, brick, concrete tilt-wall panel, stone) with a maximum of 20% secondary materials (steel, timber, formliner). These restrictions shall apply to all facades of any building as a cohesive whole. Glazing shall be encouraged but subtracted from the overall façade calculations.

On Tract I only, EIFS may be included as an additional secondary material. For Tract I, overall material ratios (for all facades of any building as a cohesive whole) shall include a minimum of 70% primary materials (including glazing) with total secondary material (including EIFS) not to exceed 30%, as reviewed and confirmed by the Director of Development Services or his or her designee.

Buildings shall incorporate a cohesive palette of high-quality materials including natural stone, architectural concrete tilt-wall panels, metal accents, and glazing systems to establish a refined contemporary character appropriate for the Town of Prosper. Natural stone shall be prominently integrated at primary building entries and along key pedestrian-facing facades (front and sides of building) to reinforce a durable, authentic material expression.

Architectural tilt-wall panels shall utilize a minimum of two complementary earth-tone colors, consisting of a lighter primary field color with a darker contrasting base course to provide visual grounding and pedestrian-scale articulation. Horizontal and vertical reveals, offsets, and varying panel depths shall be incorporated at regular intervals to reduce perceived massing and create shadow lines and visual interest along all public-facing elevations (front and sides of building).

Primary building entrances shall be enhanced through the use of articulated steel canopies, enhanced glazing, vertical architectural elements, accent lighting, and landscape integration to create a clearly identifiable and inviting entry experience.

Buildings throughout the development shall maintain a consistent architectural vocabulary, coordinated material palette, and complementary colors while allowing for subtle variation in facade composition and detailing to avoid repetition and enhance the overall character of the development.

1.7 LANDSCAPE AREA REQUIREMENTS

Lovers Business Park Planned Development shall comply with the Town of Prosper's landscaping standards except as described herein:

A 5' landscape buffer is required on each side of the lot line except where the lot line falls within a drive aisle or fire lane. Alternate landscape requirements to be allowed

where in conflict with existing utility and utility easements as determined by the Director of Development Services or his or her designee.

The northern property boundary of the Lovers Planned Development District Shall be heavily screened where space allows. In addition to the required fifteen foot landscape buffer, A ten foot natural buffer shall be preserved along the northern property line with the intent to save the existing tree line for better screening. No grading shall occur within the 10' natural buffer. The natural buffer may not be required to be irrigated due to the potential damage to existing root systems that may occur as determined by the Director of Development Services or his/her designee. Where there are gaps in the existing tree line, additional vegetation screening shall be provided as determined by the Director of Development Services or his/her designee.

In addition to the landscape requirements set forth in the Unified Development Code, Richland Blvd landscape to include a 10' hike and bike trail with clustered enhanced landscape areas and landscape berms where space allows. The 10' hike and bike trail to be required as shown on the Concept Plan in Exhibit D. Due to the alignment of Richland Blvd, landscape requirements along the northern ROW may not be required where there is insufficient space, as determined by the Director of Development Services or his or her designee.

Open Space Amenities:

Lovers Business Park will provide thoughtfully designed open space amenities to enhance usability for future tenants. The open space for Lovers Business Park will be shared and maintained by the property owner's. The open space may be separated into separate areas as shown in Exhibit H and described below. The open space will be consolidated and not be required on a lot-by-lot basis. If the project is phased, the open space plan will be updated and reviewed at preliminary site plan level to ensure the total open space area meets or exceeds 12% of the net lot area included in Lovers Business Park PD. Specific details, cut sheets, and product information to be provided at site plan level. The open space shall include a minimum of 3 major amenities and 10 minor amenities from the list below subject to approval of the Director of Development Services:

- A. Major Amenities: Hike and Bike Trail Head, Shade Structure, Dog Park, Fountain
- B. Minor Amenities: Bench, Table, Bike Rack, Pond Overlook, Dog Waste Station.

LOVERS BUSINESS PARK

PLANNED DEVELOPMENT

SCHEDULE OF USES

Permitted uses within the Lovers Business Park Planned Development shall comply with the Schedule of uses herein. The following shall apply to the Lovers Business Park Planned Development:

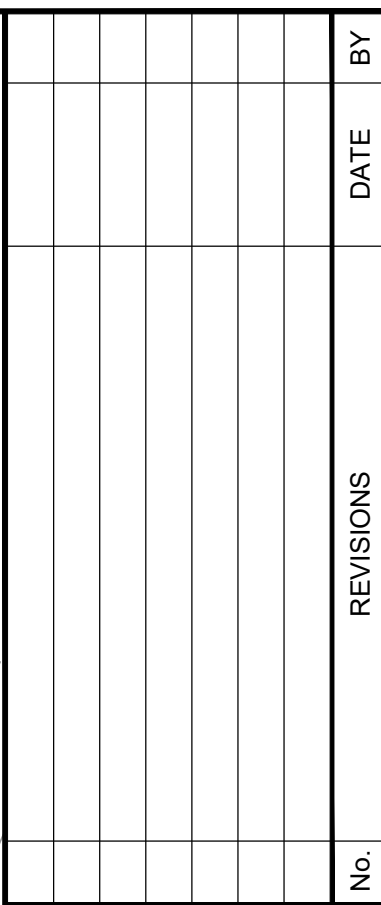
Tract III to allow for Cottage Logistics use which is defined as an establishment or business where the primary purpose is small-scale and individualized (i.e., not mass produced) assembly and light manufacturing of commodities and is characterized by low to no external impact. This use includes, but is not limited to workshops and studios for cottage industries such as pottery, glassblowing, metalworking and fabrication, weapon bluing, and furniture-making. Cottage logistics enterprises may include direct sales to consumers and repair or rehabilitation of household goods, appliances, or furnishings. This use does not include any maintenance or repair work done on automobiles.

Office/Warehouse – means a building primarily devoted to storage and warehousing of merchandise, supplies, and equipment. Accessory uses may include retail and wholesale sales areas, sales offices, and display areas for products sold, distributed, and shipped from the storage and warehousing areas.

Use	TRACT I – RETAIL	TRACT II – LIGHT INDUSTRIAL	TRACT III – PORTIS
SECTION 1.3(B) ACCESSORY AND INCIDENTAL USES			
Homebuilder Marketing Center	X	X	X
Outside Storage, Incidental	X	X	X
Retail/Service Incidental Use	X	X	X
SECTION 1.3(C) EDUCATIONAL, INSTITUTIONAL, PUBLIC, AND SPECIAL USES			
Municipal Uses Operated by the Town of Prosper	X	X	X
SECTION 1.3(D) TRANSPORTATION, UTILITY, AND COMMUNICATIONS USES			
Private Utility, Other Than Listed	X	X	X
Wireless Communications and Support Structures		S	S

SECTION 1.3(E) OFFICE AND PROFESSIONAL USES			
Administrative, Medical, or Professional Office	X	X	X
Governmental Office	X		
Research and Development Center		X	X
SECTION 1.3(F) RETAIL USES			
Antique Shop and Used Furniture	X		
Alcoholic Beverage Sales	X		
Building Material and Hardware Sales, Minor	X	X	X
Equipment and Machinery Sales and Rental, Minor		S	S
Feed Store	X		
Furniture, Home Furnishings and Appliance Store	X	X	X
Nursery, Minor	X	X	X
Retail Stores and Shops	X	X	X
SECTION 1.3(G) SERVICE USES			
Artisan's Workshop			X
Bank, Savings and Loan, or Credit Union	X		
Beauty Salon/Barber Shop	X		
Business Service	X	X	X
Cabinet/Upholstery Shop	X	X	X
Catering	X		
Child Care Center, Licensed	S		
Child Care Center, Incidental	S		
Commercial Amusement, Indoor	X	X	
Contractor's Shop and/or Storage Yard			S
Dry Cleaning, Minor	X		
Furniture Restoration		X	X
Gymnastics/Dance Studio	X	X	
Health/Fitness Center	X	X	X
Locksmith/Security System Company	X	X	X
Massage Therapy, Licensed	X		
Meeting/Banquet/Reception	X		
Pet Day Care	X		

Print Shop, Minor		X	X
Repair Service, Indoor		X	X
Restaurant	X		
Restaurant, Drive In	S		
Small Engine Repair Shop			X
Theater, Neighborhood	X		
Theater, Regional	X		
Veterinarian Clinic and/or Kennel, Indoor	X		
SECTION 1.3(H) AUTOMOBILE AND RELATED USES			
Auto Parts Sales, Inside		S	S
Car Wash	S		
SECTION 1.3(I) WHOLESALE USES			
Office/Showroom	X	X	X
Office/Warehouse*		X	X
Cottage Logistics			X
Storage or Wholesale Warehouse		X	X
SECTION 1.3(J) MANUFACTURING AND INDUSTRIAL USES			
Limited Assembly and Manufacturing Use Complying with Performance Standards		X	X
Machine Shop			X



KHA PROJECT 060085800	DATE JUNE 2026	SCALE AS SHOWN	DESIGNED BY MJC	DRAWN BY SEH	CHECKED BY MJC
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LOVERS BUSINESS
PARK

EXHIBIT D -
CONCEPT PLAN

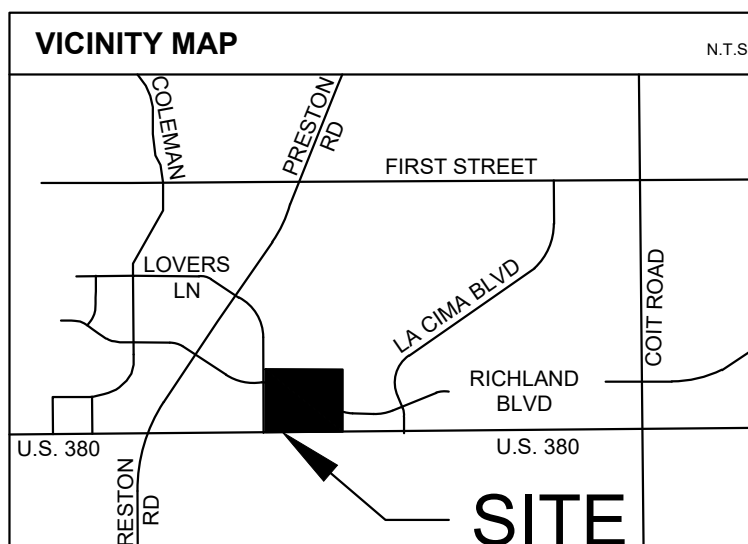
SHEET NUMBER
EX - D

FIRE ZONING COMMENTS

NOTE

FLOOD STATEMENT

FLOOD STATEMENT: According to flood map 48085C0235J, revised June 2, 2009 of the Flood Insurance Rate Map of Collin County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is not within a Special Flood Hazard Area.



Engineer:
Kimley-Horn and Associates, Inc.
200 N Travis St, Suite 500
Sherman, Texas 75090
Phone: (469) 353-6061
Contact: Michael Carlisle, P.E.

EXHIBIT "E"

ZONE-26

LOVERS BUSINESS PARK

PLANNED DEVELOPMENT

DEVELOPMENT SCHEDULE

Following completion of the required zoning and permitting. Lovers Business Park will proceed immediately to begin the permitting process of phase 1 of the development with the intent to begin construction of 200,000 SF of the business park within 12-18 months. Phase 1 is anticipated to be completed in approximately 18 months upon start of construction. Subsequent phases will be built based on market demand but is intended to be fully built out in 5 years.

TRACT 2: LIGHT INDUSTRIAL
(OFFICE/WAREHOUSE)



CORNER ENTRY



CENTER ENTRY



820 EXCHANGE
HALTOM CITY, TX
COMPLETED 2021

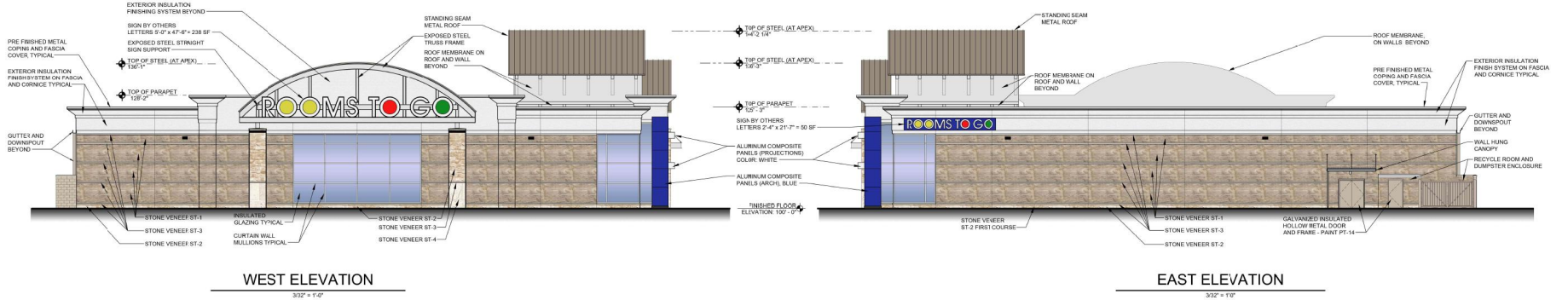
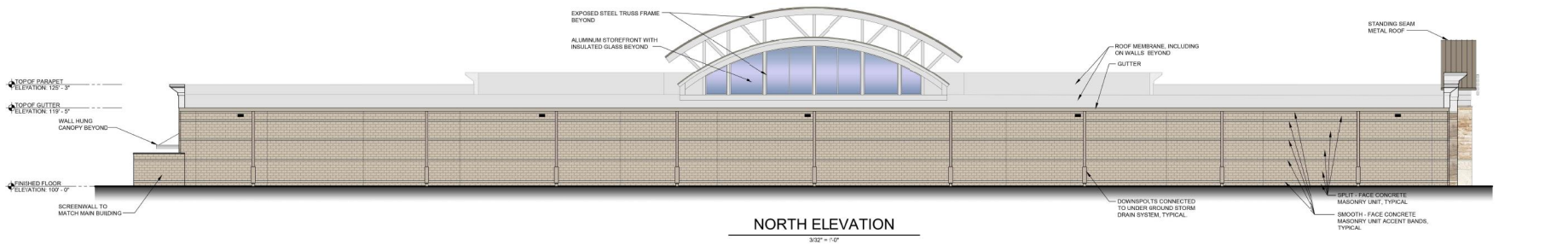
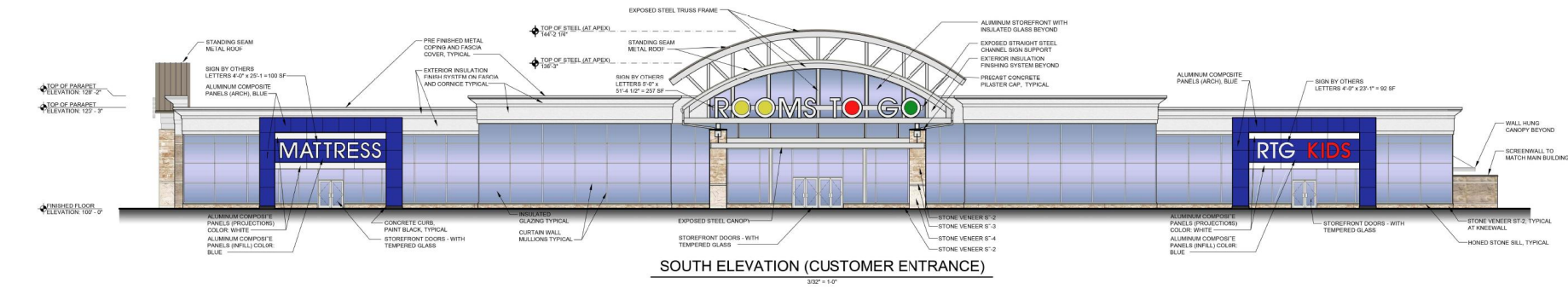
THE LOOP BUSINESS PARK
SCOTTSDALE, AZ
IN PROGRESS

TRACT 2: LIGHT INDUSTRIAL
(OFFICE/WAREHOUSE)



TRIAD 820
HALTOM CITY, TX
COMPLETED 2026

TRACT 1: COMMERCIAL
(FURNITURE STORE)



EXTERIOR MATERIAL SCHEDULE			
MATERIAL	FINISHES	MATERIAL	FINISHES
LIMESTONE VENEER AT WALLS, FLATERS, KNEE WALLS, AND DAMPSTER SCREEN WALL	LUCERRE LIMESTONE QUARRIED AND FABRICATED BY MELZER ENTERPRISES IN LAMPASAS, TX - NO SUBSTITUTIONS, CONTACT STEVE WALKER (512) 550-8888	EXTERIOR INSULATION FINISH SYSTEM/FASCIA, CORNICE, AND GUTTER AT MAIN ENTRY	DRYVIT 5" SYSTEM "SANDPBLESS" FINE, COLOR #101 SUPER WHITE
ST-1 COLOR: "ROOMS TO GO BLEND", TYPE: CHOPPED LENGTH, COURSE SIZE = 6" (X10" TO 30" LENGTH), BED DEPTH: 3/16"	ST-1 COLOR: "ROOMS TO GO BLEND", TYPE: CHOPPED LENGTH, COURSE SIZE = 6" (X10" TO 30" LENGTH), BED DEPTH: 3/16"	EXPOSED STEEL TRUSSES, CANOPY, SIGN SUPPORTS	SHQP PRIME IN INVERTED POSITION AND FIELD PAINT TO MATCH PAINT PT-11 WHITE
ST-2 COLOR: "ROOMS TO GO BLEND", TYPE: CHOPPED LENGTH, COURSE SIZE = 6" (X10" TO 30" LENGTH), BED DEPTH: 3/16"	ST-2 COLOR: "ROOMS TO GO BLEND", TYPE: CHOPPED LENGTH, COURSE SIZE = 6" (X10" TO 30" LENGTH), BED DEPTH: 3/16"	STANDARD SEAM METAL ROOF AND FLASHING	FACTORYFINISHED MATCH BERRIDGE CHAMPAGNE
ST-3 COLOR: "ROOMS TO GO BLEND", TYPE: CHOPPED LENGTH, COURSE SIZE = 6" (X10" TO 30" LENGTH), BED DEPTH: 3/16"	ST-3 COLOR: "ROOMS TO GO BLEND", TYPE: CHOPPED LENGTH, COURSE SIZE = 6" (X10" TO 30" LENGTH), BED DEPTH: 3/16"	PRE-FINISHED METAL COPING AND FASCIA COVER	FACTORYFINISH IN STANDARD COLOR AS CLOSE AS POSSIBLE TO PAINT PT-11 WHITE
ST-4 COLOR: "ROOMS TO GO BLEND", TYPE: CHOPPED LENGTH, COURSE SIZE = 6" (X10" TO 30" LENGTH), BED DEPTH: 3/16"	ST-4 COLOR: "ROOMS TO GO BLEND", TYPE: CHOPPED LENGTH, COURSE SIZE = 6" (X10" TO 30" LENGTH), BED DEPTH: 3/16"	GUTTERS AND DOWNSPOUTS AT STANDING SEAM METAL ROOF	FACTORYFINISH IN STANDARD COLOR AS CLOSE AS POSSIBLE TO PT-11 WHITE
SPLIT FACE CONCRETE MASONRY UNITS AT REAR WALL	2" HIGH IRREGULARLY COLORED SPLIT FACE CONCRETE MASONRY UNITS (W/1" WATER REPELLANT (REFER SPECIFICATION 0900) MANUFACTURER: OLD CASTLE/DEWELL CONCRETE PRODUCTS COLOR: WHITE LIMESTONE OR APPROVED EQUAL	GUTTERS AND DOWNSPOUTS AT REAR WALL	FACTORYFINISH IN STANDARD COLOR AS CLOSE AS POSSIBLE TO THE CONCRETE MASONRY
4" HIGH SMOOTH-FACE CONCRETE MASONRY UNIT ACCENT BANDS AT SPLIT FACE CONCRETE MASONRY ENTRY ARCH	4" HIGH SMOOTH-FACE CONCRETE MASONRY UNITS, STONE VERTICAL AND HORIZONTAL JOINTS FLUSH, PAINT WHITE	CURTAIN WALL MULLIONS AND ENTRY DOORS	MATCH WHITE PAINT PT-11 WHITE, KYNAR FINISH ON EXTERIOR AND INTERIOR
ALUMINUM COMPOSITE PANELS AT KIDS AND MATTRESS ENTRY ARCH	PANEL FINISH "COLOR TO MATCH ALPOLIC "HYD BLUE" 70% GLOSS	PRE-FINISHED METAL ROOF AT RECYCLE AREA	FACTORYFINISH IN STANDARD COLOR AS CLOSE AS POSSIBLE TO PAINT PT-11 WHITE
ALUMINUM COMPOSITE PANELS AT KIDS AND MATTRESS ENTRY REAR WALL	REAR PANEL FINISH "COLOR TO MATCH ALPOLIC "HYD BLUE" 70% GLOSS	WALL HUNG CANOPY	ALL EXPOSED COMPONENTS FACTORY FINISH IN STANDARD COLOR AS CLOSE AS POSSIBLE TO PAINT PT-11 WHITE
ALUMINUM COMPOSITE PANELS AT KIDS AND MATTRESS ENTRY PROJECTIONS	PROJECTION PANEL FINISH "COLOR: "WHITE" 70% GLOSS	HOLLOW METAL DOORS AND FRAMES	PAINT TO MATCH ADJACENT MASONRY - SHERWIN WILLIAMS SW9173 SHITAKE, PT-14 BERGE

CASCO
125 SUNNEN DR. STE. 100
ST. LOUIS, MO 63143
ARCHITECTS/ENGINEERS
314.821.1100

ROOMS TO GO
Prosper, Texas (Love it here)
6/08/2024





NOTES:
1. EXISTING LANDSCAPE TO REMAIN SHALL BE MAINTAINED.
2. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS LANDSCAPE ARCHITECTURE HANDBOOK.
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This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and acquisition by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



0' 60' 120'
Scale: 1" = 60'

PERIMETER LANDSCAPE REQUIREMENTS:

- A LANDSCAPED AREA CONSISTING OF LIVING TREES, TURF, OR OTHER LIVING GROUND COVER AND BEING AT LEAST 25 FEET IN WIDTH MEASURED FROM THE PROPERTY LINE INTERIOR TO THE PROPERTY SHALL BE PROVIDED ADJACENT TO AND OUTSIDE OF THE RIGHT-OF-WAY ON ALL PROPERTIES LOCATED ADJACENT TO A MAJOR OR MINOR THOROUGHFARE AS DEFINED BY THE TOWN OF PROSPER THOROUGHFARE AND CIRCULATION DESIGN STANDARDS.
- ONE LARGE TREE, THREE-INCH CALIPER MINIMUM PER 30 LINEAR FEET OF ROADWAY FRONTAGE SHALL BE PLANTED WITHIN THE REQUIRED LANDSCAPE AREA. THE TREES MAY BE PLANTED IN GROUPS WITH APPROPRIATE SPACING FOR SPECIES.
- A MINIMUM OF 15 SHRUBS WITH A MINIMUM SIZE OF FIVE GALLONS EACH WILL BE PLANTED IN THE LANDSCAPED AREA FOR EACH 30 FEET OF LINEAR FRONTAGE.
- PARKING ADJUTING THE LANDSCAPE AREA SHALL BE SCREENED FROM THE ADJACENT ROADWAY. THE REQUIRED SCREENING MAY BE ACCOMPLISHED WITH SHRUBS OR EARTH BERMS.
- WHERE A NON-RESIDENTIAL DEVELOPMENT IS ADJACENT TO THE PROPERTY LINE OF RESIDENTIAL ZONED PARCELS OR AREAS SHOWN AS RESIDENTIAL ON THE FUTURE LAND USE PLAN, ONE LARGE TREE, THREE-INCH CALIPER MINIMUM, WILL BE PLANTED ON 30 FOOT CENTERS IN A 15 FOOT LANDSCAPE AREA.
- WHERE A NON-RESIDENTIAL DEVELOPMENT IS ADJACENT TO THE PROPERTY LINE OF PARCELS ZONED FOR USES OTHER THAN RESIDENTIAL OR PARCELS NOT SHOWN AS RESIDENTIAL ON THE FUTURE LAND USE PLAN: A FIVE-FOOT WIDE LANDSCAPE AREA IS REQUIRED.
- ONE SMALL TREE AND ONE FIVE-GALLON SHRUB SHALL BE PLANTED EVERY 15 LINEAR FEET. THESE TREES AND SHRUBS MAY BE CLUSTERED IN LIEU OF PLANTING THEM EVERY 15 FEET.

Landscape Plan

Scale: 1" = 60'

A

EXHIBIT G - LANDSCAPE PLAN ZONE-26-0006 PROSPER LGE, BEING 39.20 ACRES IN THE EDWARD BRADLEY SURVEY, ABSTRACT NO. 86 Town of Prosper, Collin County, Texas SUBMITTED: June 30, 2026

Owner:
Hage Grace Tsai Trust
3208 Caruth Blvd
Dallas, TX 75225
Phone: (214) 676-3419
Contact: Andrew Prine

Developer:
Creation Equity
1280 E. Levee St.
Dallas, Texas 75207
Phone: (469) 600-6363
Contact: Mr. Taylor Mitcham

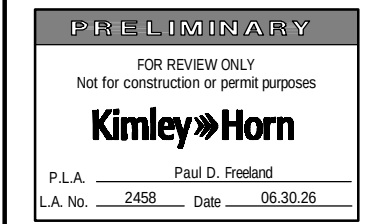
ARCHITECT:
LGE Design Build
1280 E. Levee St.
Dallas, Texas 75207
Phone: (469) 498-0998
Contact: Mark Cone

Engineer:
Kimley-Horn and Associates, Inc.
200 N Travis St
Suite 500
Sherman, Texas 75090
Phone: (469) 353-6061
Contact: Michael Carlisle, P.E.

EXHIBIT G -
LANDSCAPE EXHIBIT

LOVERS BUSINESS PARK
PROSPER, TEXAS

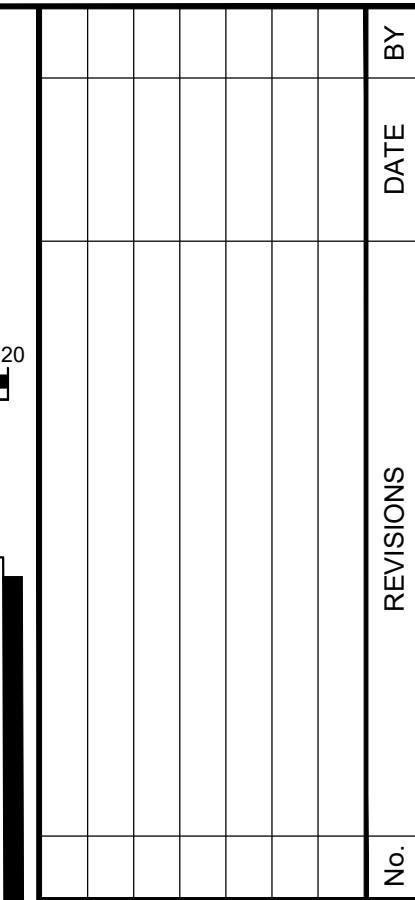
KHA PROJECT	DATE	SCALE	AS SHOWN	PDF	JSB	PDF
060085800	JUNE 2026	AS SHOWN	PDF	PDF	JSB	PDF
DESIGNED BY	CHECKED BY	DRAWN BY				



Kimley»Horn

© 2026 KIMLEY-HORN AND ASSOCIATES, INC.
106 W. LOUISIANA STREET, MCKINNEY, TX 75069
PHONE: 469-301-2580 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-828

 PROPOSED OPEN SPACE AREA
 PROPOSED BUILDING
 PROPOSED FIRE LANE
 PROPOSED ROW/LOT LINE
 PROPOSED SETBACK



PRELIMINARY	
FOR REVIEW ONLY	
Not for construction or permit purposes.	
Kimley»Horn	
Engineer	MICHAEL J. CARLISLE, P.E.
E. No.	132972 Date 06/30/2026

LOVERS BUSINESS
PARK
PROSPER, TEXAS

SHEET NUMBER
EX H

Owner:	Developer:	ARCHITECT:	Engineer:
Haley Grace Tsai Trust	Creation Equity	GC Design Build	Kinley-Horn and Associates, Inc.
1208 Canby Blvd.	1280 E. Levee St.	1280 E. Levee St.	1000 Travis St., Suite 500
Dallas, TX 75225	Dallas, Texas 75207	Dallas, Texas 75207	Sherman, Texas 75090
Phone: (214) 676-3418	Phone: (602) 600-6363	Phone: (469) 498-0998	Phone: (469) 353-6061
Contact: Andrew Prine	Contact: Mr. Taylor Milcham	Contact: Mark Conus	Contact: Michael Carlisle, P.E.

xAerial : xFlooding : xSurv : xBldr : xBody : xHwydland : xSto : Richard Blvd : xSte - Overall : xChch
6/28/2026 5:28 PM
PARKS, SARAH 6/30/2026 3:18 PM
KISHIR, CIVIL060085900 - PROSPER - NEC US380 AND PRESTON/CAD/EXHIBITS
20260024 - OPEN SPACE EXHIBIT DWG., [24 x 36]

RACES
REFERS
NOT SAVED
COTTTED BY
G PATH
WG NAME

PROSPER LGE DEVELOPMENT AGREEMENT

THIS PROSPER LGE DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and Grace Hage Trust ("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 Prosper LGE ("Property"), a legal description of which Property is attached hereto as Exhibit A and incorporated by reference; and

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

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

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

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

3. Maintenance of Landscape Areas.

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

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

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

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

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

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

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

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

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

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

If to Developer: Grace Hage Trust
 Grace Hage
 3208 Caruth Boulevard
 Dallas, TX 75225

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

TOWN:

THE TOWN OF PROSPER, TEXAS

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

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

Notary Public, State of Texas
My Commission Expires:

DEVELOPER:

GRACE HAGE TRUST

By: _____

Name: Grace Hage

Title: _____

STATE OF TEXAS)

)

COUNTY OF _____)

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

Notary Public, State of Texas

My Commission Expires:

EXHIBIT A
(Property Description & Depiction)

EXHIBIT "A-1"
ZONE-26-0006

BEING a tract of land situated in the Edward Bradley Survey, Abstract No. 86, Town of Prosper, Collin County, Texas, and being a portion a called 41.166-gross acre tract of land, described in a deed from Carol Tsai, L.P. to Carol Tsai (21.206% interest), Chao-Lun Tsai (39.397% interest), Grace Tsai Hage (0.333% interest), and Grace Tsai Hage Trust (39.064% interest), recorded in Instrument No. 20121129001521660, that tract of land described in a deed from Carol Tsai to Grace Tsai Hage Trust (21.206% interest), recorded in Instrument No. 20121217001602890, that tract of land described in a deed from Chao-Lun Tsai to Chao-Lun Tsai (a/k/a/ Roland Tsai), as Trustee of the Roland Tsai Trust, U/A/D April 11, 2017 (39.397% interest), recorded in Instrument No. 20170630000859500, that tract of land described in a deed from Chao-Lun Tsai (a/k/a/ Roland Tsai), as Trustee of the Roland Tsai Trust, U/A/D April 11, 2017 to Chris LLC (39.397% interest), recorded in Instrument No. 20181220001544550, corrected in Instrument No. 20190208000136680, further corrected in Instrument No. 201902110001041320, all of the Official Public Records of Collin County, Texas, and being the current north half of E. University Drive (U. S. Highway 380) and the east half of Lovers Lane, and being more particularly described as follows:

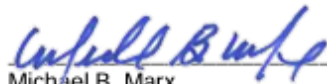
BEGINNING at a 1/2-inch iron rod found for the northeast corner of said 41.166-gross acre tract, same being the northwest corner of Lot 3R, Block B of La Cima Crossing, an addition to the Town of Prosper, according to the Plat recorded in Volume 2021, Page 166 of the Plat Records of Collin County, Texas, same being on the south line of Willow Ridge Phase Three, an addition to the Town of Prosper, according to the Plat recorded in Cabinet Q, Page 618 of the Plat Records of Collin County, Texas;

THENCE South 00°47'44" East, along the east line of said 41.166-gross acre tract, the west line of said Lot 3R, Block B, passing at a distance of 617.29 feet, a 5/8-inch iron rod with a yellow plastic cap, stamped "DUNAWAY ASSOC LP" found for the southwest corner of said Lot 3R and the north corner of the west terminus of Richland Boulevard, a 90' wide right of way as dedicated in aforesaid Volume 2017, Page 490, Plat Records, Collin County, Texas, passing at a distance of 712.34 feet a 1/2-inch iron rod with a yellow plastic cap, stamped "DAA" found for the south corner of said Richland Boulevard and the northwest corner of Lot 4, Block A of La Cima Crossing, an addition to the Town of Prosper, according to the plat recorded in Volume 2017, Page 490 of the Plat Record of Collin County, Texas, continuing along the west line of said Lot 4, passing at distance of 1,044.37 feet, an aluminum TXDOT right of way disk found on the east line of said 41.166-gross acre tract, for the southwest corner of said Lot 4, Block A, same being on the north right of way line of E. University Drive (U. S. Highway 380), a variable width right of way, described in a 0.6980-acre deed to the State of Texas, recorded in Volume 3299, Page 107 of the Land Records of Collin County, Texas, continuing a cross said E. University Drive (U. S. Highway 380), a total distance of 1,130.91 feet to the center of existing E. University Drive (U. S. Highway 380), same being the south town limit line of the Town of Prosper and the north city limit line of the City of Frisco;

THENCE South 89°33'11" West, along the current centerline of E. University Drive (U. S. Highway 380), and the common boundaries of the Town of Prosper and the City of Frisco, a distance of 1,687.91 feet to the intersection of said line with the centerline of Lovers Lane;

THENCE North 00°05'38" West, along the centerline of said Lovers Lane, a distance of 1,129.48 feet to a point for corner;

THENCE North 89°30'15" East, departing the centerline of said Lovers Lane, crossing said Lovers Lane, passing a 1/2-inch iron rod with a plastic cap, stamped "DAA" found for the southwest corner of Block B, Lot 68 of Willow Ridge Phase Four A, an addition to the Town of Prosper, according to the Plat recorded in Volume 2009, Page 124 of the Plat Records of Collin County, Texas, passing the northwest corner of aforesaid 41.166-gross acre tract, continuing along the north line of said 41.166-gross acre tract, the south line of said Willow Ridge Phase Four A and the south line of aforesaid Willow Ridge Phase Three, a total distance of 1,674.07 feet to the **POINT OF BEGINNING** and containing 43.61 acres of land, more or less.



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Michael B. Marx



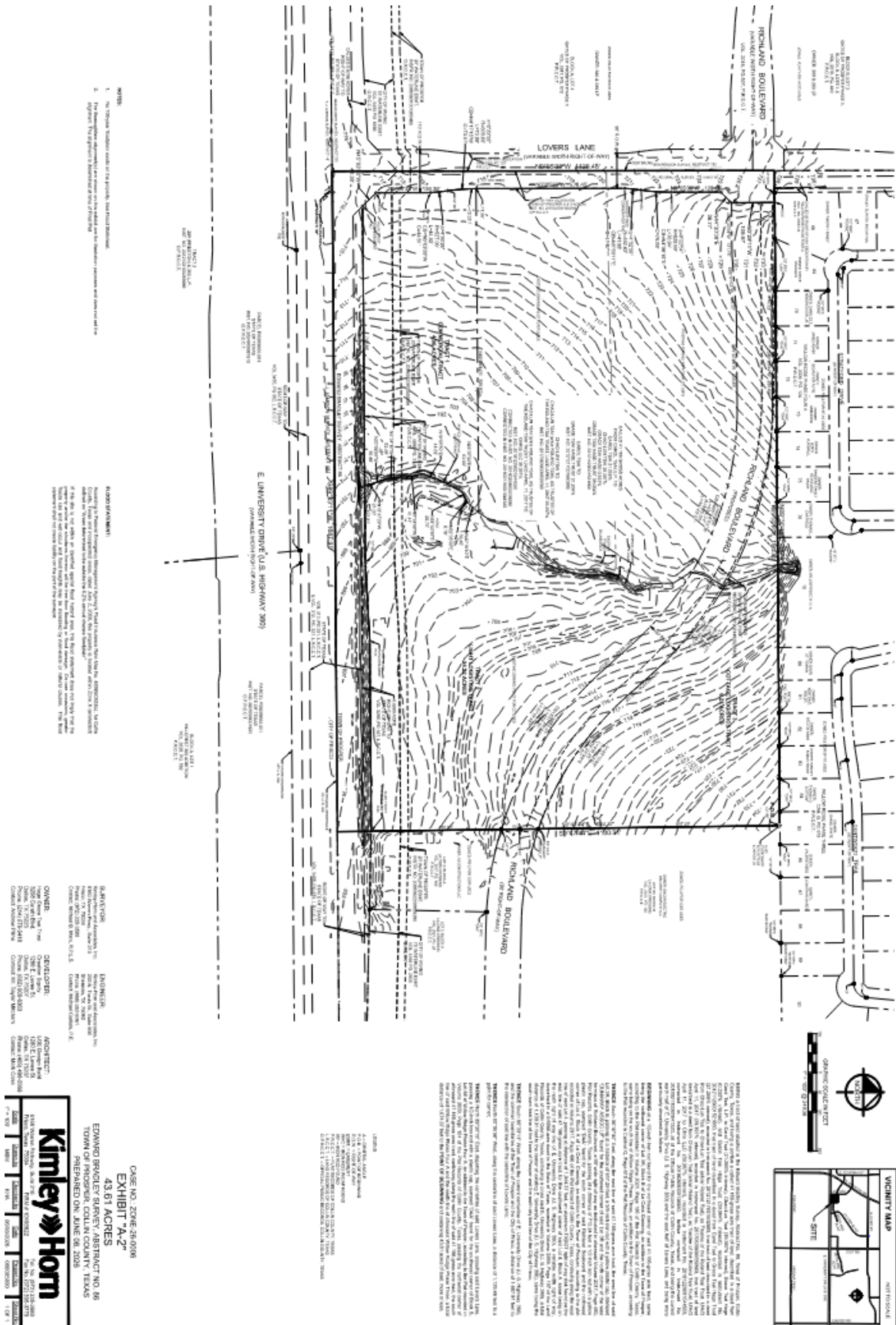


EXHIBIT B
(Building Design and Materials)

EXTERIOR APPEARANCE OF BUILDINGS:

A. Architectural Standards

1. The architectural style requirements for Tract 1 are to be provided in accordance with the Design Standards for Office, Retail, Restaurant, Service, Automobile, Commercial, and Mixed-Use Development of the Town of Prosper's Unified Development Code, Article 2, Section 2.15.C as it exists or may be amended. The architectural style requirements in Tracts 2 and 3 are to be provided in accordance with the Design Standards for Industrial, Wholesale, and Institutional Development of the Town of Prosper's Unified Development Code, Article 2, Section 2.15.D as it exists or may be amended. All three tracts are to be in accordance with the building material requirements below:
 - a. Primary materials shall comprise a minimum of 80% of a building and are defined as clay fired brick, concrete masonry unit, concrete tilt-wall, and natural or manufactured stone.
 - b. Secondary materials shall comprise a maximum of 20% of a building and are defined as formliner, steel, and timber.

Architectural elevation drawing of the South Elevation (Customer Entrance) of the Mattress Firm and Rig Kids building. The drawing shows a long, low-profile structure with a blue and white color scheme. The main section features large glass windows and doors. The "MATTRESS FIRM" sign is prominently displayed in white letters on a blue background. To the right, the "RIG KIDS" sign is also in white letters on a blue background. The entrance area is marked with a curved roofline and a sign that reads "ROOMS TO GO". Various dimensions and material specifications are noted throughout the drawing, including window sizes, door heights, and material types like "GLASS" and "METAL". The drawing is oriented vertically, with the building's length running from top to bottom.

[illegible]

WEST ELEVATION

30'-0" x 10'-0"

EAST ELEVATION

30'-0" x 10'-0"

MATERIAL		FINISHES		MATERIAL		FINISHES	
ASTM A36, 304, 316, 316L, 321, 321H, 347, 347H, 405, 409, 430, 434, 439, 444, 446, 455, 456, 457, 458, 459, 460, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 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TRACT 2: LIGHT INDUSTRIAL
(OFFICE/WAREHOUSE)



CORNER ENTRY

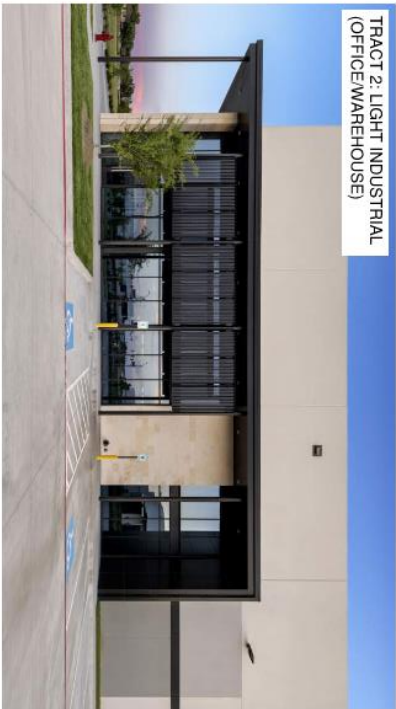


CENTER ENTRY

LGE | DESIGNBUILD
CREATION 

ZONE-26-0006
EXHIBIT F: CONCEPTUAL RENDERINGS

5/6/2026



TRACT 2: LIGHT INDUSTRIAL
(OFFICE/WAREHOUSE)



B20 EXCHANGE
11000 N. 10TH AVE.
COMPLETED 2021



THE LOOP BUSINESS PARK
3500 N. 10TH AVE.
IN PROGRESS

LGE | DESIGNBUILD CREATION **PE**

PRECEDENT IMAGES
5/6/2026

TRACT 2: LIGHT INDUSTRIAL
(OFFICE/WAREHOUSE)



TRACT 229
HATTON CITY, TX
COMPLETED 2006

LGE | DESIGNBUILD **CREATION** 

PRECEDENT IMAGES

5/6/2026





TRACT 3: COTTAGE LOGISTICS



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

REPLY FORM

SUBJECT:

A request to rezone Planned Development-27 to a Planned Development for Cottage Logistics, Office/Warehouse, and Retail uses on Ed Bradley Survey, Abstract 86, Tract 5, on 39.2± acres. (ZONE-26-0006)

LOCATION OF SUBJECT PROPERTY:

The property is located on the northeast corner of Lovers Lane and University Drive.

- ☐ 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):

See attached with comments.

David + Linda St. Romain
Name (please print)

David St. Romain
Signature

700 Dentwood Trail
Address

7-14-26
Date

Prosper, Tx 75078
City, State, and Zip Code

[REDACTED]
E-mail Address

[REDACTED]
Phone Number

RE: Town of Prosper, Texas, Notice of Public Hearing, July 21, 2026

Request to rezone Planned Development-27 to a Planned Development for Cottage Logistics, Office/Warehouse, and Retail uses on Ed Bradley Survey, Abstract 86, Tract 5, on 39.2 +/- acres. The property is located on the northeast corner of Lovers Lane and University Drive. (ZONE-26-0006).

To Whom It May Concern:

We are not representing a position of "oppose, or not oppose". We do not have information that would support either of these positions. However we do have concerns that all parties should be aware of, and hopefully take into consideration when developing the above mentioned property.

1. **Drainage Easement** leaving the Willow Ridge neighborhood onto the Cottage Logistics property. Rain runoff from the majority of Willow Ridge exits through existing drainage in Willow Ridge to Pond 3 and onto Cottage Logistics property then towards Hwy. 380. There have been rain events that have generated a tremendous amount of water!
2. **Green Space** area just north of Cottage Logistics Property and bordered by Drexel/Stratford/Hawthorne/Dentwood Trail in Willow Ridge. The existing fence separating Willow Ridge from Cottage Logistics is barbed wire and in disrepair. The proximity of Richland Rd to this neighborhood presents a real concern regarding potential crime in Willow Ridge. A permanent barrier fence tall enough to prevent ingress/egress between the two properties would need to be installed.
3. **Lighting** on Cottage Logistics property. We hope that consideration will be given to how lighting will affect residents that live on the border between the two properties.

The below may be of no consequence to council members and the Town of Prosper, however these do have meaning to area residents.

4. **Property Value** of residents living in Willow Ridge. There is no way to quantify how property values will be affected, but do believe area residents would be concerned about their property value going down.
5. **Wildlife** that depends on the natural springs in Willow Ridge. There are geese, ducks, herons, hawks, woodpeckers and even river otters that migrate through or make their permanent home around the ponds adjacent to and/on the Cottage Logistics property.



RE: [*EXTERNAL*] - Notice of Meeting on July 21, 2026 - Comments to Rezone Planned Development-27

From Robert Holbrook <bob@holbrookmortgage.com>

Date Tue 7/14/2026 8:06 PM

To Dakari Hill <Dhill@prospertx.gov>; David St. Romain [REDACTED]

Good evening, Mr. Hill,

I only recently became aware of this proposed action.

As a homeowner and HOA Board member, I share Mr. and Mrs. St. Romain's detailed concerns and ask the Town of Prosper to take careful consideration of these issues and the impact on the 507 homeowner's of our community.

Please let me know if this email is sufficient to include by the deadline tomorrow or if you require me to submit a separate REPLY FORM.

Best regards,

Robert (Bob) Holbrook

Willow Ridge Resident at: 901 Blue Ridge Dr.
[REDACTED]

President, Willow Ridge at Prosper HOA Board of Directors

From: Dakari Hill <Dhill@prospertx.gov>

Sent: Tuesday, July 14, 2026 6:09 PM

To: David St. Romain [REDACTED]

Cc: Robert Holbrook <bob@holbrookmortgage.com>

Subject: Re: [*EXTERNAL*] - Notice of Meeting on July 21, 2026 - Comments to Rezone Planned Development-27

Hey David,

Thank you for sending this in. We will make sure the Commission and Council see your response form. Also, the agenda packet with more detail on this case will be published on our website tomorrow by 5PM. Please let me know if you have any additional questions regarding this project.

Best,



Dakari Hill

Senior Planner

250 W. First Street

Prosper, Texas 75078

T: 972,569,1133

dhill@prospertx.gov

prospertx.gov

From: David St. Romain [REDACTED]
Sent: Tuesday, July 14, 2026 5:36 PM
To: Dakari Hill <DHill@prospertx.gov>
Cc: Robert Holbrook <bob@holbrookmortgage.com>; David St. Romain [REDACTED]
Subject: [*EXTERNAL*] - Notice of Meeting on July 21, 2026 - Comments to Rezone Planned Development-27

***** | ATTENTION, PLEASE VERIFY THIS EMAIL OR CALENDAR INVITE | This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. *****

Mr. Hill,

Thank you for taking time to talk with me about the upcoming planning and zoning meeting with regard to Planned Development-27. I have attached the Reply Form with comments on a separate page (1 page).

I have copied Bob Holbrook (President - Willow Ridge HOA) on this email. Bob is a resident of Willow Ridge.

Regards,
David St. Romain
700 Dentwood Trail
Prosper, TX 75078
[REDACTED]

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PLANNING

To: Planning and Zoning Commission

From: Suzanne Porter, AICP, Planning Manager

Through: David Hoover, AICP, Director of Development Services

Re: Amendments to the Unified Development Code

Meeting: July 21, 2026

Item No. 7

Agenda Item:

Conduct a Public Hearing to consider and act upon amendments to the Town of Prosper Unified Development Code related to closing applications, providing standards for a dual brand hotel, updating Commercial District setback regulations, landscape and open space criteria, and parking requirements for the Dallas North Tollway Overlay District, addressing jellyfish-style lighting, and defining terms related to the proposed amendments. (ZONE-26-0010)

Future Land Use Plan:

Not Applicable.

Comprehensive Plan:

The proposed Ordinance fulfills the Comprehensive Plan goals to accommodate the preferred development outcomes in the Dallas North Tollway (DNT) District.

Zoning:

The proposal includes several text amendments to the Unified Development Code. While it addresses standards by which property will develop, it does not modify the zoning classification of property within the Town.

Description of Agenda Item:

The Town's Unified Development Code (UDC) was adopted May 1, 2026, and includes procedural requirements, zoning and subdivision standards, and definitions. It is proposed to amend several sections of the UDC, as follows:

- Closing Applications
- Dual Brand Hotel
- Dallas North Tollway District
 - Landscaping requirements

- Open Space
- Setbacks
- Parking
- Outdoor Lighting

Within this report, each item on this list will be described and the proposed amendment(s) listed for consideration.

New text is underlined and bolded in blue.

~~Deletions are red and crossed out.~~

Closing Applications

When an application is under review, prolonged delays in resubmitting a project may occur or the applicant may abandon the project. In cases where progress is not being made to revise plans or the applicant is non-responsive, a means should be provided to allow Staff to initiate the closure of a project.

It is recommended that if revisions are not provided after a period of five months from the last review, the applicant will be notified that the case will be closed if comments are not addressed and revisions submitted in the following 30 days. Should the application be closed, the applicant can resubmit a new application at any time that complies with the regulations in place at that time.

Proposed UDC Amendment:

Article 1. General Provisions

.....

1.03. Universal Procedures and Provisions

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C. Application Processing.

1. Initiation of Application

.....

2. Application Requirements

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3. Official Filing Date, Completeness of Application, and Expiration of Application

.....

4. 30-Day Time Frame for Plat Approvals

.....

5. Application Closure Procedure

a. If an application is under review and no revisions have been made for a period five months or more, the applicant will be notified that the project will be closed in 30-days.

b. The case may remain active if revisions that address the previous Town comments are submitted prior to the completion of the 30-day period.

~~5-6.~~ Payment of all Indebtedness Attributed to the Subject Property

.....

Dual Brand Hotel

The Unified Development Code includes three classifications of Hotel – Full Service, Limited Service, and Residence/Extended Stay. Some hotel chain offers brands that fit into two of these categories (i.e. a dual brand hotel). In order to accommodate this configuration, Staff recommends pairings of either Full Service and Limited Service or Full Service and Residence/Extended Stay. The modifications needed include updating the conditional standards for a Full Service Hotel in the Conditional Development standards and adding a definition for Dual Brand Hotel in the Definitions section of the Unified Development Code.

Proposed UDC Amendment:

Article 2. Zoning Regulations

.....

2.07 Permitted Uses and Use-Based Standard

.....

D. Conditional Development Standards

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25. Hotel, Full Service

Full-Service Hotel developments shall be subject to the following development standards:

- a. External balconies and walkways shall be set back 200 feet from any residential zoning district.
- b. Shall provide management staff on-site 24 hours a day.
- c. Shall provide at least four amenities from the list below:
 - i. Indoor/Outdoor Pool
 - ii. Spa/Sauna
 - iii. Weight Room/Fitness Center
 - iv. Playground
 - v. Sports Court
 - vi. Game Room
 - vii. Jogging Trail
 - viii. Other similar amenities as approved by the Director of Development Services.
- d. Shall provide a full-service restaurant offering three meals a day with room service.
- e. Shall provide a minimum total of 20,000 square feet of meeting/event space.
- f. No more than 5% of the total number of guest rooms shall have cooking facilities.
- g. All room units must be accessed through an internal hallway, lobby, or courtyard.
- h. Anywhere a full-service hotel is permitted, a dual brand hotel is also permitted, subject to the following criteria:

- i. The dual brands shall be either Full Service and Limited Service or Full Service and Residence/Extended Stay.
- ii. More than one-half of the rooms and building area shall be part of the Full Service brand.
- iii. Each of the two brands shall be the same chain.
- iv. The Limited Service or Residence/Extended Stay portion of the hotel must comply with the requirements of its conditional development standards as found in this section, namely Article 2.D.26 and Article 2.D.27. There are no limitations on the location of a Residence/Extended Stay hotel when part of the dual brand.
- v. The required amenities for each type of hotel must be provided, and no single amenity can be counted for both brands. However, it is permissible for the guests of both brands to use all the amenities.
- vi. The hotel shall be designed to appear as one hotel with similar architectural style and articulation for both brands.

Article 4. Definitions

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4.02. Land Use Terms

....

G. Service Uses:

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28. **Hotel, full service**

A building or group of buildings designed for and occupancy as a temporary lodging place; where financial consideration is generally calculated on a nightly basis; provides a restaurant offering three meals a day; provides meeting/event space; and is not classified as a limited service hotel or a residence hotel.

29. Hotel, Dual Brand: A dual brand hotel combines two hotel brands, one of which is a full service hotel, from the same hotel chain into one building. Each brand operates separately with its own identity but must have a shared lobby and check-in desk. The brands may also share services such as laundry facilities, food and beverage facilities, and amenities.

30. ~~29.~~ Hotel, limited service

A building or group of buildings designed for and occupancy as a temporary lodging place; where financial consideration is generally calculated on a nightly basis and is not classified as a full service hotel or a residence/extended stay hotel.

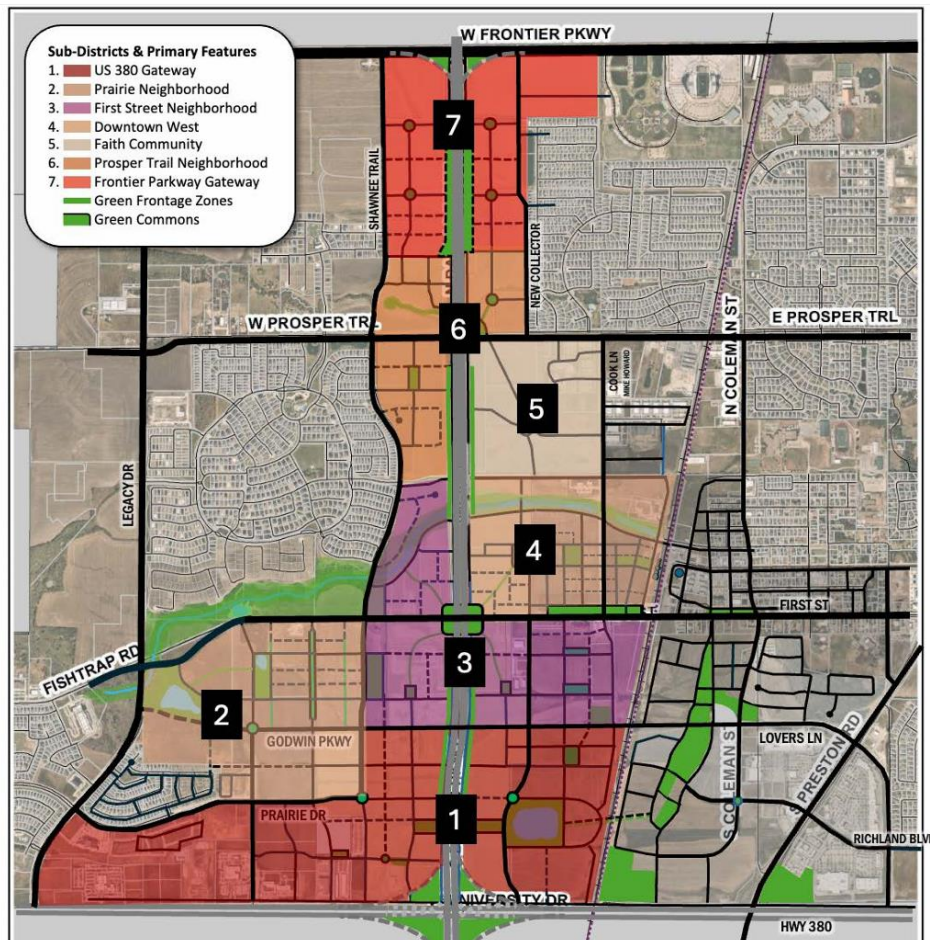
31. ~~30~~ Hotel, residence/extended stay

A building or group of buildings designed for and occupancy as a temporary lodging which may include an extended stay and where financial consideration is generally calculated on a nightly, weekly, or monthly basis and is not classified as a limited service hotel or a full service hotel.

Dallas North Tollway District

During the review and finalization of the UDC, the Town was working with a consultant to finalize the Dallas North Tollway (DNT) District Development Standards. The DNT District Development Standards are guidelines. It is proposed to incorporate certain landscape, open space, and setback standards in the UDC to be enforceable.

EXHIBIT 1 – DNT Special District Plan



Proposed UDC Amendments:

Landscaping

Article 2. Zoning Regulations

.....
2.08 Landscaping

.....
F. Landscape Area Requirements

.....
3. Nonresidential Landscape Area Requirements

These standards apply to all nonresidential uses. Any area within a PD containing landscaping standards shall comply with the standards set forth in the PD district.

i. A landscaped area consisting of living trees (as specified below), turf, or other living ground cover and being at least 25 feet in width measured from the property line interior to the property shall be provided adjacent to and outside of the right-of-way on all properties located adjacent to a major or minor thoroughfare as defined by the Town of Prosper Thoroughfare and Circulation Designs Standards.

(a) The landscaped area may be reduced to 15 feet for the portion of a property adjacent to a collector or equivalent street as defined by the Town of Prosper Thoroughfare and Circulation Designs Standards.

(b) The landscaped area shall be increased to 30 feet for properties adjacent to Preston Road, University Drive, and [Frontier Parkway, and 60 feet for properties adjacent to the](#) Dallas Parkway.

(c) One large tree, 3-inch caliper minimum per 30 linear feet of roadway frontage shall be planted within the required landscape area. The trees may be planted in groups with appropriate spacing for species.

Within the Dallas North Tollway District:

1. Adjacent to Dallas North Tollway:

a. Three (3) offsetting rows of six (6) inch caliper evergreen trees (at the time of planting).

b. The trees will be planted on 36' centers in the north/south direction and placed as tightly as possible in the east/west direction.

c. Include pleasant landscape ground plain with pedestrian trail connections.

2. Major Thoroughfares:

a. One (1) large tree, four (4) inch caliper minimum (at the time of planting) per twenty-five (25) feet of linear roadway frontage.

b. The trees may be planted in groups with appropriate spacing for species.

c. 22 shrub plantings per thirty (30) linear feet with a minimum size of five (5) gallon at the time of planting.

d. Screen abutting parking from the adjacent roadway with shrubs or earthen berms.

- e. During the review of development proposals, the Town may also require additional landscaping features such as berms or hardscape elements for enhanced beautification of the Tollway District.

3. Minor Thoroughfares:

- a. One (1) large tree, four (4) inch caliper minimum (at the time of planting) per thirty (30) feet of linear roadway frontage shall be planted within the required landscaped area.
- b. The trees may be planted in groups with appropriate spacing for species.
- c. Shrub plantings shall be provided at a minimum rate of 20 ten (10) gallon shrubs per thirty (30) linear feet.
- d. Parking abutting the landscaped area will be screened from the adjacent roadway. The required screening may be with shrubs or earthen berms.
- e. During the review of development proposals, the Town may also require additional landscaping features such as berms or hardscape elements for enhanced beautification of the Tollway District.

4. Big Box Retail and Grocery Stores

- a. One (1) additional tree shall be planted for each 100 linear feet of frontage.
- b. Trees shall be a minimum 4-inch caliper.
- c. Trees may be placed in planters.

- (d) For new development in Downtown Prosper, one large tree, 3-inch caliper minimum per 30 linear feet of roadway frontage, excluding the width of driveways at the property line, shall be planted within the required landscape area. Where the width of the roadway frontage is greater than 80 feet, excluding the width of driveways at the property line, the number of large trees may be planted at a rate of one, 3-inch large tree per 40 feet of roadway frontage, in lieu of the required one tree per 30 linear feet. The trees may be planted in groups with appropriate spacing for species. In Downtown Prosper, the substitution of three small, ornamental trees for one large tree shall not be permitted.
- (e) A minimum of 15 shrubs with a minimum size of 5 gallons each will be planted in the landscaped area for each 30 feet of linear frontage.
- (f) Parking abutting the landscape area shall be screened from the adjacent roadway. The required screening may be accomplished with shrubs or earthen berms.
- (g) Unless parking is adjacent to a street, shrubs are not required in the landscape area in Downtown Prosper.
- (h) Required landscape areas adjacent to public streets shall be planned around existing obstacles and shall not include easements or other restrictions which could inhibit planting, growth, or permanence of landscaping.
- (i) Berms ranging in height from 3 feet to 6 feet, and an overall minimum average of 4.5 foot, shall be required along US 380,

Open Space

Article 2. Zoning Regulations

..... 2.08 Landscaping

..... F. Landscape Area Requirements

..... 3. Nonresidential Landscape Area Requirements

These standards apply to all nonresidential uses. Any area within a PD containing landscaping standards shall comply with the standards set forth in the PD district.

..... f. Open Space Requirements

- i. A final open space plan shall be submitted with the final Site Plan application for all nonresidential uses. Open space plans will be used only to ensure minimum standards are met. Open space plans shall be reviewed and approved by the Director of Development Services or their designee. The applicant may appeal the decision to the Planning and Zoning Commission. For nonresidential development, 12% of the net lot area is required to be provided as open space. The open space may consist of any element that is not one of the following:

- (a) Vehicular paving
- (b) Required parking lot landscape islands
- (c) Building footprint
- (d) Utility yards
- (e) Required landscape setbacks and landscape buffers (i.e. around dumpsters, loading areas)
- (f) Sidewalks
- (g) Detention ponds. Detention ponds that are located between the building and street and 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 their designee, may be calculated toward the required open space.

- ii. The Town wants to attract the public to open space areas for nonresidential developments. The open space area must be usable and/or include functional elements in the open space and generally shall be at least 40 feet wide and consists on at least one major amenity listed below, or as determined by the Director of Development Services or their designee:

- (a) Major Amenities
 - (i) A pergola or gazebo area
 - (ii) Shaded seating area which can include picnic tables
 - (iii) Enhanced walking trails
 - (iv) Water features such as walls, fountains, plaza pools, wishing wells, bodies of water, or splash pads
 - (v) Displays of public art, statues, or structures
 - (vi) Other options to be considered by the Town

- (b) Minor Amenities
 - (i) Educational and/or historical materials; signage/boards
 - (ii) Masonry seating walls
 - (iii) Planter beds, pollinator gardens, rock gardens, or water gardens
 - (iv) Dog/pet park area
 - (v) Turf Recreational area for activities such as yoga and a play area for children
 - (vi) Fire pit area with outdoor lighting
 - (vii) Other options to be considered by the Town
- iii. Open space in the Dallas North Tollway District is to be designed in a network as represented in Exhibit 2 of the Dallas North Tollway District Development Standards and comply with the following:
 - (a) Within each new development, a minimum of three amenities shall be provided within an open space in accordance with the list in Article 3.f.ii. above, with at least one being a major amenity.
 - (b) Open spaces shall be visible and easily accessible from public areas such as building entrances and adjacent streets and sidewalks.
 - (c) Ample seating shall be provided, including walls, ledges, and other raised surfaces which can serve a similar purpose.
 - (d) Active uses such as retail, cafes, restaurants, higher density residential and office uses which provide pedestrian traffic should be considered as appropriate uses to line parks and open spaces.
 - (e) In addition to the open space framework shown on Exhibit 2, development plans shall take the goals and objectives of the Town's Bike and Trail Master Plan into consideration when planning for new parks and open space amenities.
 - (f) Whether a park/open space is a public facility or publicly accessible under private ownership will be determined during the site plan approval process.
 - (g) Design issues and opportunities will be confirmed through the final site plan approval process.
 - (h) Subdistrict 1
 - (i) Prominent open space should be readily visible from the Dallas North Tollway to serve as an entry gateway and be a feature around which buildings are sited. The length of the open space should be proportionate with the buildings it serves and create notable space from Dallas North Tollway.
 - (ii) Develop a water feature (central lake) surrounded by trees and trails in the development on the east side of the Dallas North Tollway, south of First Street.
 - (i) Subdistrict 2
 - (i) The Parvin Branch drainage feature north of First Street shown on Exhibit 2 is envisioned to be a continuous green open space that provides the adjacent neighborhood with active programming and respite.

- (ii) Within non-residential development south of First Street and east of Legacy Drive, the existing drainage and retention basin should be preserved, enhanced, and amenitized as an open space feature.
- (j) Subdistrict 3
 - (i) Provide open space at the hard corner at the intersection of First Street and the Dallas North Tollway approximately 100 feet by 150 feet to be designed for pedestrian activity.
 - (iii) Provide open space in the form of pocket parks within the development for passive pedestrian use.
- (k) Subdistrict 4
 - (i) The Parvin Branch waterway south of Safety Way shall be a continuous green open space with a central retention pond features.
 - (ii) Intermingle pocket parks into the neighborhood(s).
 - (iii) Provide a green commons in the retail village area.
 - (iv) Create a central pocket park at the silo designed so the adjacent streets may be shut down during events.
- (l) Subdistrict 5
 - (i) A central vehicular feature around the existing drainage area is envisioned to work with the existing site natural features. It should use heavy landscaping and provide connection to a larger pedestrian trail system.
- (m) Subdistrict 6
 - (i) Provide a parklet space at the northeast corner (hard corner) of Prosper Trail and the Dallas North Tollway that can be utilized and accessed by restaurants and other similar non-residential uses.
 - (ii) Provide small pocket parks intermingled into the development framework as rectangular spaces with streets around them and roundabouts with central greens.
 - (iii) Special artwork should be considered given the visual prominence of their locations within the community plan.
- (n) Subdistrict 7
 - (i) Prominent open space should be readily visible from the Dallas North Tollway to serve as an entry gateway and be a feature around which buildings are sited.
 - (ii) The interior of roundabouts shall be designed for passive pedestrian use and landscaped.
 - (iii) Special artwork should be considered given the visual prominence of their locations within the community plan.

Setbacks

Article 2. Zoning Regulations

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2. Commercial (C) District

a. General Purpose and Description

The Commercial District is intended predominately for heavy retail, service, light intensity wholesale and commercial uses, but excluding warehousing uses. The nature of uses in this district has operating characteristics and traffic service requirements generally compatible with typical office, retail, and some residential environments. Uses in this district may require open, but screened, storage areas for materials. This zoning district may be appropriate in areas designated as community or regional retail on the Future Land Use Plan.

b. Dimensional Standards

Commercial District	
Height	
Maximum Height	40 feet
Size of Lots	
Minimum Lot Area	10,000 square feet
Minimum Lot Width	100 feet
Minimum Lot Depth	100 feet
Size of Yards	
Minimum Front Yard *	30 feet *
Minimum Side Yard	15 feet adjacent to a nonresidential district. The minimum side yard setback may be eliminated for attached retail buildings on separate lots as shown on an approved Site Plan 40 feet for a one-story building adjacent to a residential district and 60 feet for a two-story building adjacent to a residential district
Minimum Side Yard (F, see Figure 2.04-30)	30 feet adjacent to a street
Minimum Rear Yard	15 feet adjacent to a nonresidential district. The minimum side yard setback may be eliminated for attached retail buildings on separate lots as shown on an approved Site Plan 40 feet for a one-story building adjacent to a residential district and 60 feet for a two-story building adjacent to a residential district
Other Dimensional Requirements	
Maximum Lot Coverage	50%
Maximum Floor Area Ratio	0.5:1

*For properties within the Dallas North Tollway District, see Article 2.04.E.2.c. below.

c. Minimum Setbacks in the Dallas North Tollway District shall be as follows:

1. Dallas North Tollway, US 380 and Frontier Parkway Front Setback Zone
 - (a) Adjacent to US 380 and Frontier Parkway - Front Setback of 50 feet.
 - (b) Adjacent to Dallas North Tollway – Front Setback of 60 feet.
 - (c) Subdistrict 3 (First Street Neighborhood) adjacent to the Green Commons – Front Setback of 20 feet.
 - (d) Subdistrict 4 (Downtown West) adjacent to the Green Commons – Front Setback of 20 feet.
2. Build-to Lines
 - (a) Streets with On-Street Parking – A build-to line shall be required. The primary building façade shall be built along the public or private street.
 - (b) Front Setbacks facing a Parks/Open Space – Front Setback shall range between 18 feet and 24 feet from the face of curb for the street that defines the pocket park space.
 - (c) Non-Residential Buildings (buildings with non-residential on the first floor) – The primary façade shall be located on the block face (i.e. property line) with a minimum 70 percent of the building being adjacent to this build-to-line.

d. Other Regulations

See Article 2.07 for permitted uses.

Parking

Article 2. Zoning Regulations

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2.10 Parking, Circulation, and Access

.....

C. Nonresidential and Multifamily Parking Provisions

...

21. Nonresidential parking within the Dallas North Tollway District shall comply with the following standards:

- (a) Parking shall be provided on the side or rear of the primary buildings within new development to minimize visibility.
- (b) Parking lots shall be screened through building and landscape placement and through creating parking “courts” that are entered versus seen directly from the public street.
- (c) Surface parking shall be designed to promote a pleasant pedestrian experience with special design features and landscaped pedestrian ways.
- (d) A maximum of two rows of parking is permitted in the front of the buildings along the Dallas North Tollway, except adjacent to the Green Commons in the Subdistrict 3 (First Street Neighborhood), Subdistrict 4 (Downtown West), and Subdistrict 6 (Prosper Trail Neighborhood), as represented on Exhibit 2 of the Dallas North Tollway District Guidelines, where no parking will be allowed between buildings and the street.

- (e) Shared parking agreements for adjacent properties are acceptable where they:
 - (i) include a business pursuant to the Town's vision,
 - (ii) there is a written agreement between property owners that clearly stipulates the terms of the joint use of the parking spaces, and
 - (iii) the spaces must be committed and available to the respective users on a non-conflicting bases.
- (f) Parking garages shall follow the parameters below:
 - (i) located behind or to the side of the primary building,
 - (ii) shall have an architecturally finished façade complementary to the surrounding buildings with enhanced articulation on a facade facing the street.
 - (iii) Street front openings in parking structures should not exceed 55 percent of the façade area, excluding the top floor if the garage is unroofed.
 - (v) Where possible, the narrower façade of the parking garage should be oriented to the street.

Lighting

During the review of the Unified Development Code, regulations regarding jellyfish lighting were considered. It was recommended to not included them in the UDC to allow time for additional discussion about either prohibiting them or establishing standards for them.

Proposed UDC Amendment:

Article 2. Zoning Regulations

.....

2.12 Outdoor Lighting

....

G. Prohibited

The following are prohibited by this section:

1. "Cobra head" type lighting fixtures having dished or "drop" lenses or refractors which house other than incandescent light sources.
2. Flickering or flashing lights.
3. Exposed neon lighting, except for open/closed signs hanging inside a building door or window.
- 4. Jellyfish style permanent outdoor string lighting is prohibited in all residential districts and commercial districts.**

OR

2.12 Outdoor Lighting

.....

B. General Requirements

1. The following standards shall apply to all exterior lighting except public street lighting and other lighting that is specifically exempted by this section.

.....

- I. Jellyfish style permanent outdoor string lighting shall comply with the following:**

- i. It is limited to residential structures;
- ii. It shall be limited to the under the eaves of a residential structure;
- iii. It shall not flash or strobe in such a way as to unreasonably harm or restrict public health, safety, and welfare or create a nuisance; and
- iv. The lights shall be a soft warm or white color with the exception of months in which there is a holiday.

Article 4. Definitions

.....

4.03. Terms Defined

....

B. Terms E-K

.....

194. Jellyfish Lighting - a permanent, color-changing LED lighting system designed for the exterior of residential homes.

Thoroughfare Plan:

Not Applicable.

Parks Master Plan:

Not Applicable.

Legal Obligations and Review:

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

Attached Documents:

None.

Town Staff Recommendation:

Staff recommends consideration and action upon amendments to the Town of Prosper Unified Development Code related to closing applications, providing standards for a dual brand hotel, updating Commercial District regulations, landscape and open space criteria, and parking requirements for the Dallas North Tollway Overlay District, addressing jellyfish-style lighting, and defining terms related to the proposed amendments.

Town Council Public Hearing:

A Public Hearing for this item is scheduled for the Town Council at their Regular meeting on July 28, 2026.