

AGENDA

Planning & Zoning Commission

Prosper Town Hall, Council Chambers 250 W. First Street, Prosper, Texas Tuesday, June 17, 2025 6:00 PM

Welcome to the Prosper Planning & Zoning Commission Meeting.

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

Addressing the Planning & Zoning Commission:

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

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

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

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

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

- 1. Call to Order / Roll Call.
- 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 June 3, 2025, Planning & Zoning Commission work session meeting.
- <u>3b.</u> Consider and act upond the minutes from the June 3, 2025, Planning & Zoning Commission regular meeting.
- <u>3c.</u> Consider and act upon the minutes from the June 3, 2025, Planning & Zoning Commission work session meeting regarding the Unified Development Code.

- 3d. Consider and act upon a request for a Final Plat of Prosper High School No. 4 Addition, Block A, Lot 1& Conveyance Plat of Prosper High School No. 4 Addition, Block A, Lot 2, on 98.6± acres, located on the southeast corner of Teel Parkway and First Street. (DEVAPP-23-0066)
- 3e. Consider and act upon a request for a Waiver for Lot Frontage on Frontier South, Block A, Lot 3, on 1.7± acres, located on the west side of Preston Road and 500± feet north of Coleman Street. (WAIV-25-0003)
- 3f. Consider and act upon a request for a Preliminary Site Plan for Restaurant/Retail and Retail Buildings on Frontier South, Block A, Lots 1-3, on 7.9± acres, located on the west side of Preston Road and 500± feet north of Coleman Street. (DEVAPP-24-0128)
- 3g. Consider and act upon a request for a Site Plan for Restaurant/Retail Buildings on Westside Addition, Block A, Lot 18R, on 3.2± acres, located on the east side of FM 1385 and 1,100± feet north of University Drive. (DEVAPP-24-0135)
- 3h. Consider and act upon a request for a Replat of Westside Addition, Block A, Lot 18R, on 3.2± acres, located on the east side of FM 1385 and 1,100± feet north of University Drive. (DEVAPP-24-0133)
- 3i. Consider and act upon a request for a Façade Plan for Restaurant/Retail Buildings on Westside Addition, Block A, Lot 18R, on 3.2± acres, located on the east side of FM 1385 and 1,100± feet north of University Drive. (DEVAPP-24-0136)
- 3i. Consider and act upon a request for a Waiver for Lot Frontage on Victory at Frontier, Block A, Lots 3 and 9, on 13.3± acres, located on the south side of Frontier Parkway and 345± feet west of Preston Road. (WAIV-25-0001)
- 3k. Consider and act upon a request for a Preliminary Site Plan for a Health Studio, Parking, Open Space, and Restaurant/Retail Buildings on Victory at Frontier, Block A, Lots 1, 3, 4, 5, 7, 8, and 9, on 25.6± acres, located on the south side of Frontier Parkway and 345± feet west of Preston Road. (DEVAPP-25-0014)
- 31. Consider and act upon a request for a Revised Conveyance Plat of Victory at Frontier, Block A, Lots 3, 5, 8, and 9, on 18.5± acres, located on the south side of Frontier Parkway and 345± feet west of Preston Road. (DEVAPP-25-0015)
- 3m. Consider and act upon a request for a Preliminary Plat of Mirabella, on 190.2± acres, located on the north side of University Drive and 1,000± feet west of Custer Road. (DEVAPP-25-0039)
- 3n. Consider and act upon a request for a Revised Preliminary Site Plan for Medical Office and Restaurant/Retail Buildings on Prosper Center, Block A, Lots 10-11, on 6.2± acres, located on the northwest corner of Legacy Drive and Prairie Drive. (DEVAPP-25-0041)

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 the Town Secretary prior to the meeting. Please limit your comments to three minutes. If multiple individuals wish to speak on a topic, they may yield their three minutes to one individual appointed to speak on their behalf. All individuals yielding their time must be present at the meeting, and the appointed individual will be limited to a total of 15 minutes.

Page 2 of 3

REGULAR AGENDA:

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

- 4. Conduct a Public Hearing and consider and act upon a request to rezone 373.5± acres from Agricultural to a Planned Development allowing for both Single-Family and Age-Restricted Single-Family Residences, located on the south side of Parvin Road and 2,070± feet east of FM 1385. (ZONE-24-0022)
- Conduct a Public Hearing and consider and act upon a request to amend the Future Land Use Plan from Medium Density Residential to High Density Residential, on 191.7± acres, located on the south side of Parvin Road and 2,070± feet east of FM 1385. (COMP-24-0002)
- 6. Review actions taken by the Town Council and possibly direct Town Staff to schedule topic(s) for discussion at a future meeting.
- 7. Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, June 13, 2025, and remained so posted at least 72 hours before said meeting was convened.

Michelle Lewis Sirianni, Town Secretary	Date Notice Removed

Pursuant to Section 551.071 of the Texas Government Code, the Planning & 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

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS: The Prosper Planning & 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.

Page 3 of 3

MINUTES

Prosper Planning & Zoning Commission Work Session

Prosper Town Hall Executive Conference Room 250 W. First Street, Prosper, Texas Tuesday, June 3, 2025, 5:30 p.m.



Call to Order / Roll Call

The meeting was called to order at 5:43 p.m.

Commissioners Present: Chair Brandon Daniel, Vice Chair Damon Jackson, John Hamilton, Matthew Furay, and Sekou Harris

Staff 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: Jeremy Page, Town Attorney

Items for Individual Consideration:

1. Discuss items on the June 3, 2025, Planning & Zoning Commission agenda.

Staff introduced the items on the agenda.

The Commission inquired about Item 3d. There was discussion about the ownership gap south of the subdivision and that the property line will be adjusted with the final plat.

The Commission inquired about Item 3e. There was discussion regarding the temporary buildings and when they will be placed on the site. Currently one (1) is on the property and soon four (4) others will be moved to the site.

The Commission inquired about Item 4. There was discussion regarding the easement on the southwest corner of the property and how it would affect the setback and orientation of any new house on the proposed lot. Staff also clarified what types of accessory buildings would be allowed on a residential lot. The proposed lots are not compliant with the current 15,000 square foot lot area requirement but would be a size that is compliant with surrounding properties.

Hoover discussed an upcoming Joint Work Session with Town Council and the EDC on June 6, 2025.

Adjourn.

The work session was adjourned at 6:00 p.m.		
Michelle Crowe Senior Administrative Assistant	Damon Jackson Vice Chair	

MINUTES



Prosper Planning & Zoning Commission Regular Meeting

Prosper Town Hall Council Chambers 250 W. First Street, Prosper, Texas Tuesday, June 3, 2025, 6:00 p.m.

1. Call to Order / Roll Call

The meeting was called to order at 6:02 p.m.

Commissioners Present: Chair Brandon Daniel, Vice Chair Damon Jackson, John Hamilton, Matthew Furay, and Sekou Harris

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: Jeremy Page, Town Attorney

2. Recitation of the Pledge of Allegiance.

CONSENT AGENDA

- 3a. Consider and act upon the minutes from the May 20, 2025, Planning & Zoning Commission work session meeting.
- 3b. Consider and act upon the minutes from the May 20, 2025, Planning & Zoning Commission regular meeting.
- 3c. Consider and act upon the minutes from the May 20, 2025, Planning & Zoning Commission work session meeting regarding the Unified Development Code.
- 3d. Consider and act upon a request for a Preliminary Plat of Creekside, on 90.7± acres, located on the east side of Legacy Drive and 1,000± feet south of Frontier Parkway. (DEVAPP-25-0006)
- 3e. Consider and act upon a request for a Site Plan for Temporary Buildings on Lakes of La Cima, Phase 3, Block 36, Lot 2X, on 10.0± acres, located on the southeast intersection of Somerville Drive and Livingston Drive. (DEVAPP-25-0053)

Commissioner Hamilton made a motion to approve Items 3a -3e. The motion was seconded by Commissioner Harris. The motion was carried unanimously by a vote of 5-0.

CITIZEN COMMENTS

No comments were made.

REGULAR AGENDA:

4. Conduct a Public Hearing and consider and act upon a request for a Planned Development to create two single-family lots by subdividing a residential lot on Haiman Addition, Block A, Lot 1, on 0.6± acre, located on the north side of Seventh Street and 120± feet west of Church Street. (ZONE-24-0002)

Mr. Hicks presented Item 4.

Chair Daniel opened the public hearing.

Michael Hodges, with Windrose Land Surveying & Land Services, LLC., represented the applicant and confirmed that the case is to create two lots for resale purposes and they will be for single-family homes.

Chair Daniel closed the public hearing.

Commissioner Furay made a motion to approve Item 4. The motion was seconded by Commissioner Hamilton. The motion was carried unanimously by a vote of 5-0.

5. Review actions taken by the Town Council and possibly direct Town Staff to schedule topic(s) for discussion at a future meeting.

Mr. Hill informed the Commissioners of the past Town Council actions and upcoming cases for Planning & Zoning Commission action.

Mr. Hoover noted the Town Council has canceled its July 8th meeting and propose the canceling the July 1st Planning & Zoning Commission meeting. The Commission agreed to consider this possibility.

6. Adjourn.

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

The meeting was adjourned at 6:14 p.m.		
Michelle Crowe, Senior Administrative Assistant	Damon Jackson, Vice Chair	

Page 2 of 2



Minutes Prosper Planning & Zoning Commission Work Session

Prosper Town Hall
Executive Conference Room
250 W. First Street, Prosper, Texas
Tuesday, June 3, 2025, 6:00 p.m.
Immediately Following Regular Meeting

Call to Order / Roll Call

The meeting was called to order at 6:20 p.m.

Commissioners Present: Chair Brandon Daniel, Vice Chair Damon Jackson, John Hamilton, Matthew Furay, and Sekou Harris

Staff 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)

Items for Individual Consideration:

1. Discussion regarding Chapters 3 and 4 of the Unified Development Code.

Town Staff discussed Chapters 3 and 4 of the Unified Development Code with the Commissioners who provided feedback regarding the standards and format.

Adjourn.

The work session was adjourned at 7:35 p.m.		
Michelle Crowe, Senior Administrative Assistant	Damon Jackson, Vice Chair	

Page 1 of 1

PROSPER

A Place Where Everyone Matters

PLANNING

To: Planning & Zoning Commission Item No. 3d

From: Suzanne Porter, AICP, Planning Manager

Through: David Hoover, AICP, Director of Development Services

Re: Final Plat of Proper High School No. 4 Addition, Block A, Lot 1 &

Conveyance Plat of Prosper High School No. 4 Addition, Block A, Lot 2

Meeting: June 17, 2025

Agenda Item:

Consider and act upon a request for a Final Plat of Prosper High School No. 4 Addition, Block A, Lot 1& Conveyance Plat of Prosper High School No. 4 Addition, Block A, Lot 2, on 98.6± acres, located on the southeast corner of Teel Parkway and First Street. (DEVAPP-23-0066)

Future Land Use Plan:

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

Zoning:

The property is zoned Planned Development-48 (Commercial).

Conformance:

The plat conforms to the development standards of Planned Development-48.

Description of Agenda Item:

The purpose of the plat is plat two lots. It is a Final Plat of Lot 1 to dedicate the easements necessary for Prosper ISD High School No. 4, which is nearing completion. It is also a Conveyance Plat of Lot 2 which creates this new lot for future development, per the approved Site Plan (DEVAPP-23-0065). The plat complies with the Site Plan (DEVAPP-23-0065) which the Planning & Zoning Commission approved on June 6, 2023.

Companion Item:

There are no companion items for this case on the agenda.

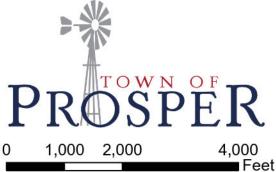
Page 1 of 1

Attached Documents: 1. Location Map

- Final Plat/Conveyance Plat
 Approved Site Plan (DEVAPP-23-0065)

<u>Town Staff Recommendation:</u> Town Staff recommends approval of the Final Plat/Conveyance Plat.



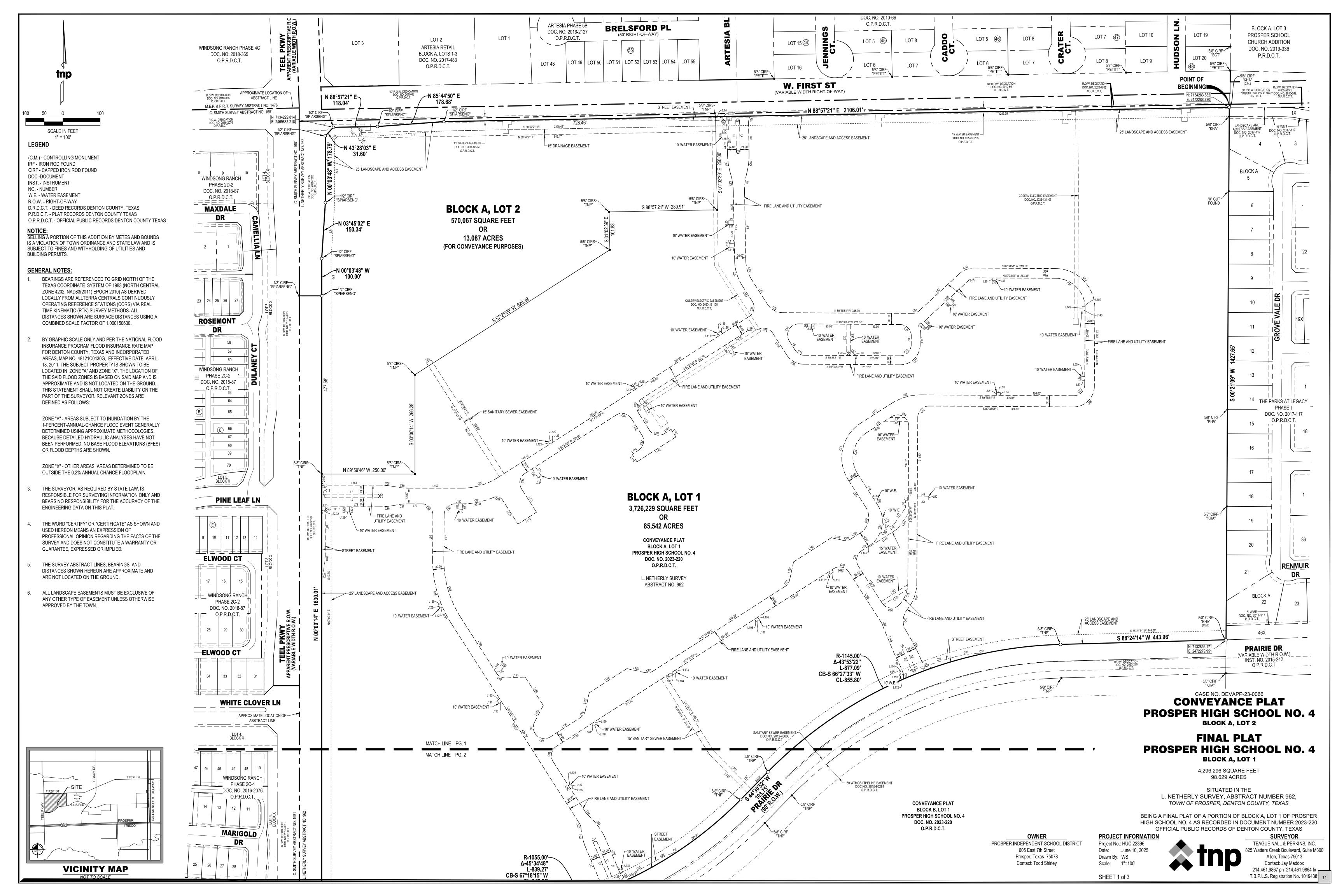


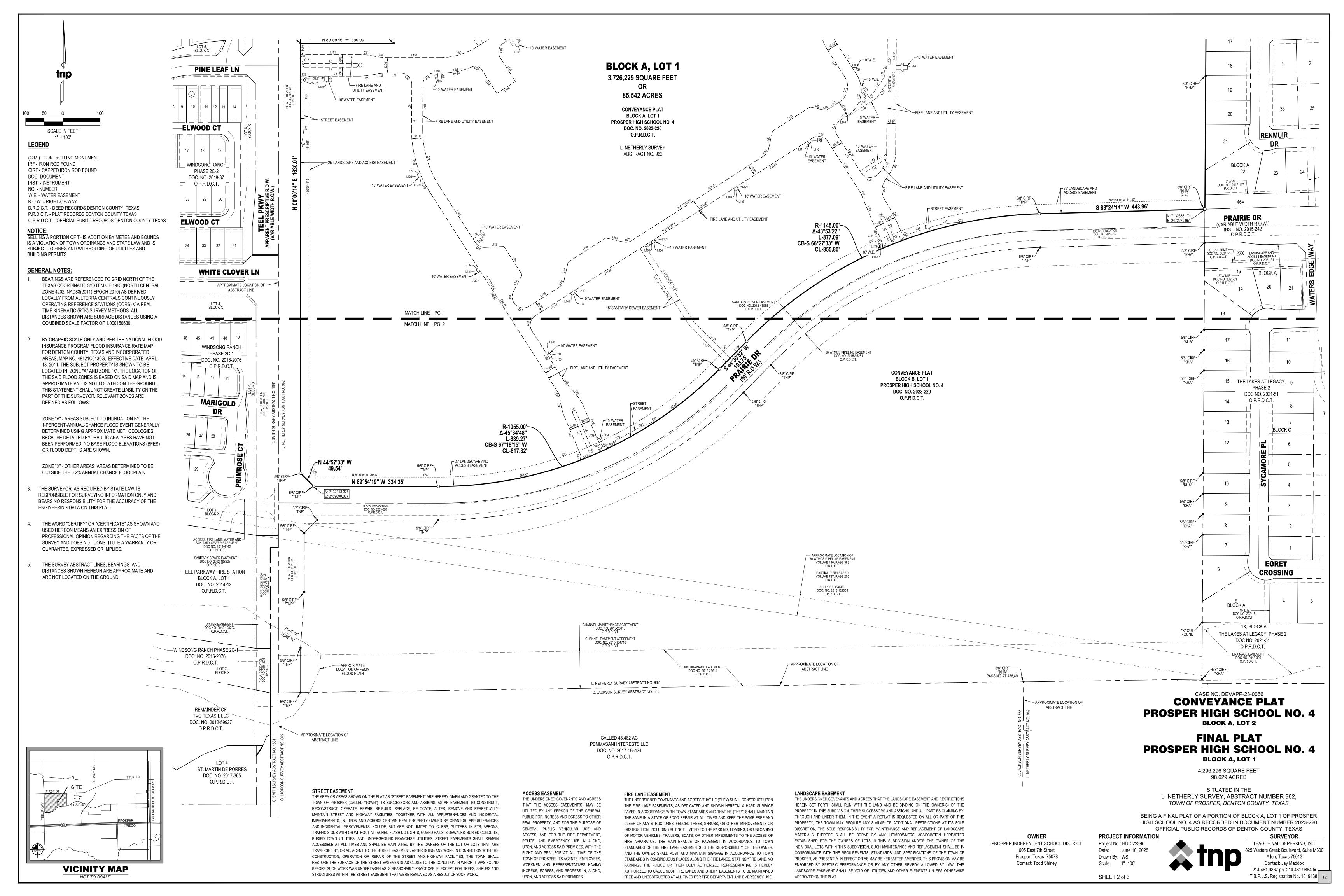


DEVAPP-23-0066

Proper High School No. 4 Addition, Block A, Lot 1 & 2

Final Plat/Conveyance Pla 10





STATE OF TEXAS	§ §
Block A, Lot 1 of Prosper Hig	§ ent School District is the owner of a tract of land situated in the L. Netherly Survey, Abstract No. 962, Denton County, Texas and being all of gh School No. 4, an addition to the Town of Prosper, as recorded in Document Number 2023-220 of the Official Public Records of Denton pre particularly described by metes and bounds as follows;
BEGINNING at a 5/8 inch irc Legacy, Phase Two, an addi the northeast corner of said	on rod with cap stamped "KHA" found on the south line of Fishtrap Road, (a variable width right-of-way) for the northwest corner of The Parks tion to the Town of Prosper as recorded in Document Number 2017-117 of the Official Public Records of Denton County, Texas, same being Block A, Lot 1, same being the southeast corner of a right-of-way dedication to the Town of Prosper as recorded in Document Number blic Records of Denton County, Texas;
THENCE South 00 degrees 1, a distance of 1427.65 feet	21 minutes 09 seconds West along the west line of said The Parks at Legacy, Phase Two addition, same being the east line of said Block A, to a 5/8 inch iron rod with cap stamped "KHA" found on the north right-of-way of Prairie Drive, (a 90 foot right-of-way) for the southeast corner being the southwest corner of Block A, Lot 46X of said The Parks at Legacy, Phase Two addition;
	t line of said The Parks at Legacy, Phase Two addition and along the north right-of-way of said Prairie Drive same being the south line of said
•	4 minutes 14 seconds West, a distance of 443.96 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner at the beginning of a cu
With said curve to th	te left having a radius of 1145.00 feet, a central angle of 43 degrees 53 minutes 22 seconds, an arc length of 877.09 feet, a chord bearing of
South 44 degrees 30	7 minutes 33 seconds West, a distance of 855.80 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner; O minutes 52 seconds West, a distance of 103.75 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner at the beginning of a cu
to the right; With said curve to the	ne right having a radius of 1055.00 feet, a central angle of 45 degrees 34 minutes 48 seconds, an arc length of 839.27 feet, a chord bearing o
South 67 degrees 18	3 minutes 15 seconds West, a distance of 817.32 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner; minutes 19 seconds West, a distance of 334.35 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner at the south end of a
corner clip at the sou	uthwest corner of said Block A Lot 1;
	minutes 03 seconds West along said corner clip and the west line of said Block A, Lot 1, a distance of 49.54 feet to a 5/8 inch iron rod with condition of the east right-of-way of Teel Parkway, (a variable width right-of-way);
feet to a 1/2 inch iron rod wit	00 minutes 14 seconds East, along the east right-of-way of said Teel Parkway and the west line of said Block A, Lot 1, a distance of 1630.01 cap stamped "SPIARSENG" found for corner at the southeast corner of a right-of-way dedication to the Town of Prosper as recorded in 02 of the Official Public Records of Denton County, Texas;
THENCE along the southerly	y line of said right-of-way dedication to the Town of Prosper same being the east line of said Teel Parkway and the west line of said Block A, distances;
North 00 degrees 03	minutes 48 seconds West, a distance of 100.00 feet to a 1/2 inch iron rod with cap stamped "SPIARSENG" found for corner;
North 03 degrees 45	minutes 02 seconds East, a distance of 150.34 feet to a 1/2 inch iron rod with cap stamped "SPIARSENG" found for corner;
	minutes 48 seconds West, a distance of 178.79 feet to a 1/2 inch iron rod with cap stamped "SPIARSENG" found for corner at the south encorthwest corner of said Block A, Lot 1;
	minutes 03 seconds East along said corner clip and the north line of said Block A, Lot 1, a distance of 31.60 feet to a 1/2 inch iron rod with c NG" found for corner on the south line of said previously mentioned Fishtrap Road;
·	ne southerly line of said right-of-way dedication to the Town of Prosper same being the south line of said Fishtrap Road and the north line of
•	minutes 21 seconds East, a distance of 118.04 feet to a 1/2 inch iron rod with cap stamped "SPIARSENG" found for corner;
North 85 degrees 44	minutes 50 seconds East, a distance of 178.68 feet to a 1/2 inch iron rod with cap stamped "SPIARSENG" found for corner;
•	minutes 21 seconds East, a distance of 2106.01 feet to the POINT OF BEGINNING containing 4,296,296 square feet, or 98.629 acres of lar
SURVEYOR'S CERTIF	<u>ICATE</u>
KNOW ALL MEN BY THESE	E PRESENTS:
	do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that ereon were properly placed under my personal supervision, in accordance with the Subdivision regulations of the Town of Prosper, Texas.
Dated this day	v, of, 2025.
BRIAN J. MADDOX, II REGISTERED PROFESSIO LAND SURVEYOR No. 6659 825 Watters Creek Boulevar Allen, Texas 75013 214.461.9867 ph jmaddox@tnpinc.com	
STATE OF TEXAS § COUNTY OF COLLIN §	

capacity therein stated.

Notary Public, State of Texas

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

THAT PROSPER INDEPENDENT SCHOOL DISTRICT, acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as PROSPER HIGH SCHOOL NO. 4, BLOCK A, LOT 1 and LOT 2, an addition to the Town of Prosper, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. Prosper Independent School District does herein certify the following: 1. The Streets and Alleys are dedicated for Street and Alley purposes. 2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances. 3. The easements and public use areas, as shown and created by this plat, are dedicated for the public use forever for the purposes indicated on this plat. 4. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the utility easements as shown, except that landscape improvements may be placed in landscape easements if approved by the Town of Prosper. 5. The Town of Prosper is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair. 6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and Town of Prosper's use thereof. 7. The Town of Prosper and public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements. 8. The Town of Prosper and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone. 9. All modifications to this document shall be by means of plat and approved by the Town of Prosper. This plat is approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Prosper, Texas. WITNESS, my hand, this the _____ day of _____, 2025. BY: PROSPER INDEPENDENT SCHOOL DISTRICT Authorized Signature Printed Name and Title Prosper Independent School District STATE OF TEXAS COUNTY OF DENTON § BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared _____ to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein express and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ______ day, of _______, 2025. Notary Public, State of Texas **CERTIFICATE OF APPROVAL** _, 2025 by the Planning & Zoning Commission of the Town of Prosper, Texas. Development Services Department

Engineering Department

Town Secretary

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

LINE BEARING DISTANCE	LINE	BEARING	DISTANCE	CU	RVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
L1 N 21°35'43" W 8.68'	L97		12.77'	1 —	24	5.00'	180°00'00"	15.71'	S 68°24'17" W	10.00'
L2 S 21°35'43" E 8.68'	L98	N 47°21'09" E	10.00'		25	495.00'	6°18'55"	54.56'	N 24°45'11" W	54.53'
L3 S 01°02'39" E 83.28'	L99		15,41'	+ ⊢	26	5,00'	180°00'00"	15,71'	N 62°05'22" E	10,00'
				+ ⊢	_					
L4 N 01°02'39" W 83.28'	L100		22.06'	+ ⊢	27	505.00'	6°18'55"	55.66'	S 24°45'11" E	55.63'
L5 N 22°58'10" W 112.60'	L10	1 N 32°38'51" W	20.86'		28	5.00'	180°00'00"	15.71'	S 88°57'21" W	10.00'
L6 S 22°58'10" E 112.60'	L10	2 S 44°43'03" E	140.70'		29	5.00'	179°59'58"	15.71'	N 88°57'23" E	10.00'
L7 S 89°59'46" E 138.43'	L103	3 S 32°38'51" E	7.50'	1 c	10	5.00'	180°00'00"	15.71'	S 67°01'50" W	10.00'
L8 N 89°59'46" W 138.43'		4 S 57°21'09" W	10.00'		11	5.00'	180°00'00"	15.71'	N 67°01'50" E	10.00'
		5 N 32°38'51" W				5,00'				
L9 S 32°38'51" E 28.62'			7.50'	+ -	12		180°00'00"	15.71'	S 00°00'14" W	10.00'
L10 N 00°21'09" E 24.00'	L106		7.50'	-	13	5.00'	180°00'00"	15.71'	N 00°00'14" E	10.00'
L11 N 32°38'51" W 117.38'	L10	7 S 57°21'09" W	10.00'	C	14	30.00'	123°00'00"	64.40'	S 28°51'09" W	52.73'
L12 N 57°21'09" E 21.82'	L108	3 N 32°38'51" W	7.50'	1 C	15	30.00'	57°00'00"	29.85'	S 61°08'51" E	28.63'
L13 N 32°38'51" W 99.26'	1 100	9 S 32°38'51" E	7.50'	+ ⊢—	16	30.00'	90°00'00"	47.12'	N 45°21'09" E	42.43'
				+ ⊢						-
L14 N 57°21'09" E 79.13'		S 57°21'09" W	10.00'		17	30.00'	90°00'00"	47.12'	N 44°38'51" W	42.43'
L15 N 89°38'51" W 7.50'	L11	1 N 32°38'51" W	7.50'	C	19	88.00'	40°13'15"	61.77'	S 20°27'46" W	60.51'
L16 S 00°21'09" W 19.78'	L112	2 S 68°11'35" W	7.06'		20	30.00'	106°46'45"	55.91'	N 86°02'14" W	48.16'
L17 S 34°51'09" W 54.23'	L11:	3 N 21°48'25" W	10.00'	1 c	21	30,00'	90°00'00"	47.12'	N 12°21'09" E	42.43'
L18 S 57°21'09" W 13.56'		4 N 68°11'35" E	7.52'	+ ⊢	22	80.00'	90°00'00"	125.66'	N 12°21'09" E	113.14'
					$\overline{}$					
L19 N 32°38'51" W 39.66'		5 S 88°56'36" W	14.00'		23	80.00'	90°00'00"	125.66'	N 12°21'09" E	113.14'
L20 S 00°21'09" W 73.57'	L116	6 N 01°04'04" W	10.00'	C	24	30.00'	123°00'00"	64.40'	S 61°08'51" E	52.73'
L21 S 44°38'51" E 14.14'	L11	7 N 88°56'36" E	14.00'		25	1045.00'	5°35'21"	101.94'	N 62°38'45" E	101.90'
L22 S 00°21'09" W 0.43'	L118	3 N 32°38'51" W	7.50'	1 c	26	291.00'	8°59'37"	45.68'	N 65°48'18" E	45.63'
L23 N 57°21'09" E 15.00'		9 N 57°21'09" E	10.00'	-	27	269.00'	7°14'01"	33.96'	N 63°42'50" E	33.94'
				· -						
L24 N 22°58'10" W 10.00'	L120		7.50'	+ ⊢	28	291.00'	11°21'02"	57.65'	S 04°42'05" W	57.55'
L25 S 89°59'46" E 10.00'	L12	+	7.50'	+ ⊢—	29	269.00'	7°23'51"	34.73'	S 08°45'46" W	34.71'
L26 S 00°00'15" W 109.81'	L12	2 N 57°21'09" E	10.00'] C	30	1170.00'	43°53'22"	896.24'	S 66°27'33" W	874.49'
L27 S 01°02'39" E 10.00'	L12	3 S 32°38'51" E	7.50'	C	31	1030.00'	45°34'49"	819.39'	S 67°18'16" W	797.95'
L28 S 88°57'22" W 90.01'	-	4 S 00°00'14" W	13.50'		32	269.00'	5°43'18"	26,86'	S 87°00'55" W	26.85'
L29 S 89°21'09" W 15.00'		5 N 89°59'46" W	10.00'	+ ⊢	33	291.00'	11°26'11"	58.08'	S 81°22'51" W	57.99'
		+		· -						
L30 S 01°02'39" E 10.00'		6 N 00°00'14" E	13.50'	+ -		1155.00'	4°26'18"	89.47'	S 72°04'32" W	89.45'
L31 N 89°21'09" E 15.00'	L12	<u> </u>	7.55'	+ ⊢—	35	30.00'	75°09'51"	39.36'	N 52°25'17" E	36.59'
L32 S 32°38'51" E 28.50'	L128	8 N 22°33'28" W	10.00'] C	36	200.00'	11°28'42"	40.07'	N 84°15'53" E	40.00'
L33 N 57°21'09" E 10.00'	L129	9 N 67°26'32" E	7.53'	С	37	200.00'	11°28'42"	40.07'	N 84°15'53" E	40.00'
L34 N 32°38'51" W 28.50'		S 57°21'09" W	7,50'		38	30,00'	90°20'54"	47,31'	S 44°49'19" E	42.56'
L35 S 00°21'09" W 7.50'		1 N 32°38'51" W	10.00'	+ ⊢	39	315.00'	33°00'00"	181.43'	S 16°08'51" E	178.93'
	_			-	_					
L36 S 89°38'51" E 10.00'	L132		7.50'	· -	40	30.00'	21°53'01"	11.46'	S 21°42'21" E	11.39'
L37 N 00°21'09" E 7.50'	L133	3 N 67°01'50" E	7.50'	<u> </u> C	41	200.00'	13°56'46"	48.68'	S 11°39'46" E	48.56'
L38 S 88°58'13" W 14.00'	L134	4 S 22°58'10" E	10.00'		42	30.00'	39°28'17"	20.67'	S 03°14'01" E	20.26'
L39 N 01°04'04" W 10.00'	L13	5 S 67°01'50" W	7.03'	1 c	43	30.00'	71°41'36"	37.54'	N 58°13'27" W	35.14'
L40 N 88°58'13" E 14.00'	1 136	6 N 57°21'09" E	7.50'		44	529.00'	9°47'39"	90.43'	N 27°16'28" W	90.32'
L41 N 89°38'51" W 38.74'		7 S 32°38'51" E	10,00'	+ -	45	50.00'	71°16'40"	62,20'	N 03°28'01" E	58.27'
	_	+		+ ⊢	_					
L42 S 89°38'51" E 61.96'		3 S 57°21'09" W	7.50'		46	112.00'	38°45'12"	75.75'	N 19°43'44" E	74.32'
L43 N 32°38'51" W 7.50'	L139	9 S 32°38'51" E	7.50'	C	47	30.00'	90°00'00"	47.12'	N 45°21'09" E	42.43'
L44 N 57°21'09" E 10.00'	L140	O S 57°21'09" W	10.00'		48	56.00'	90°00'00"	87.96'	N 45°21'09" E	79.20'
L45 S 32°38'51" E 7.50'	L14	1 N 32°38'51" W	7.50'	1 c	49	106.00'	90°00'00"	166.50'	N 44°38'51" W	149.91'
L46 S 32°38'51" E 32.79'	1 14:	2 N 44°43'03" W	142.44'		50	56.00'	43°00'00"	42.03'	S 68°51'09" W	41.05'
L47 N 57°21'09" E 10.00'		3 N 57°21'09" E	84.67'		51	30.00'	43°00'00"	22,51'	S 68°51'09" W	21.99'
				+ -						
L48 N 32°38'51" W 35.00'		4 S 34°51'09" W	48.63'		52	50.00'	57°00'00"	49.74'	N 61°08'51" W	47.72'
L49 S 89°38'51" E 30.50'	L14	5 S 57°21'09" W	91.55'	<u> </u> C	53	100.00'	31°36'13"	55.16'	N 16°50'45" W	54.46'
L50 S 00°21'09" W 10.00'	L146	6 N 32°38'51" W	2.50'		54	200.00'	15°12'13"	53.07'	N 06°33'28" E	52.92'
L51 N 89°38'51" W 30.50'	L14	7 S 57°21'09" W	75.70'	С	55	200.00'	15°12'13"	53.07'	N 06°33'28" E	52.92'
L52 N 00°23'41" E 7.50'	1 148	3 N 89°38'51" W	8.00'		56	30.00'	37°31'18"	19.65'	N 17°43'00" E	19.30'
L53 S 89°38'51" E 10.00'		9 N 00°21'09" E	10.00'	+ ⊢	57	30.00'	36°52'12"	19,31'	S 71°33'40" E	18.97'
L54 S 00°21'09" W 7.50'	L150		7.84'		58	200.00'	11°28'42"	40.07'	S 84°15'25" E	40.00'
L55 N 89°38'51" W 7.50'	L15		137.00'	· -	59	200.00'	11°28'42"	40.07'	S 84°15'25" E	40.00'
L56 S 00°21'09" W 10.00'	L152	2 S 89°59'46" E	140.26'		60	180.00'	32°39'06"	102.58'	N 73°40'41" E	101.20'
L57 S 89°38'51" E 7.50'	L15	3 N 32°38'51" W	49.66'	1 c	61	30.00'	90°00'00"	47.12'	N 12°21'09" E	42.43'
L58 S 42°38'51" E 18.67'		4 N 01°02'39" W	181.25'	+ ⊢	62	130.00'	31°36'13"	71.71'	N 16°50'45" W	70.80'
				+ -	_					
L59 N 47°11'50" E 10.00'		5 N 01°02'39" W	71.02'	+ ⊢	63	200.00'	15°12'13"	53.07'	N 08°38'45" W	52.92'
L60 N 42°38'51" W 18.65'	L156	6 N 57°21'09" E	95.34'		64	200.00'	15°12'13"	53.07'	N 08°38'45" W	52.92'
L61 N 00°21'09" E 4.57'	L15	7 N 12°21'09" E	48.75'] C	65	30.00'	75°02'59"	39.30'	N 38°34'08" W	36.55'
L62 N 44°38'51" W 14.14'	L158	3 N 57°21'09" E	120.00'	C	66	30.00'	45°00'00"	23.56'	N 34°51'09" E	22.96'
L63 N 00°21'09" E 69.43'		9 S 77°38'51" E	48.75'	+ -	67	30.00'	45°00'00"	23.56'	N 79°51'09" E	22.96'
L64 S 00°21'09" W 7.50'	L160	+	48.75'	+ ⊢	68	30.00'	45°00'00"	23.56'	N 34°51'09" E	22.96'
L65 N 89°38'51" W 10.00'	L16		120.00'	+ ⊢	69	30.00'	45°00'00"	23.56'	N 79°51'09" E	22.96'
L66 N 00°21'09" E 7.50'	L162		31.78'	+ ⊢	70	50.00'	90°00'00"	78.54'	N 12°21'09" E	70.71'
L67 S 44°30'52" W 103.75'	L16		28.31'	-	71	110.00'	90°00'00"	172.79'	N 12°21'09" E	155.56'
L68 N 89°54'19" W 68.53'	L164	4 N 32°38'51" W	87.26'] <u>C</u>	72	150.00'	33°00'00"	86.39'	N 73°51'09" E	85.20'
L69 N 44°57'03" W 28.85'	L16	5 N 57°21'09" E	97.06'	· -	73	30.00'	90°00'00"	47.12'	N 45°21'09" E	42.43'
L70 N 00°03'48" W 99.21'		6 S 47°21'09" W	150.26'	+ ⊢—	74	80.00'	90°00'00"	125.66'	N 44°38'51" W	113.14'
L71 N 03°45'02" E 150.34'		7 S 00°21'09" W	28.33'	+ ⊢	75	30.00'	43°00'00"	22.51'	S 68°51'09" W	21.99'
					-					
L72 N 00°03'48" W 169.64'		3 N 32°38'51" W	68,01'	+ ⊢	76	57.00'	47°00'00"	46,76'	S 23°51'09" W	45.46'
L73 N 43°28'03" E 11.14'		9 S 87°21'09" W	24.00'		77	54.00'	90°00'00"	84.82'	S 45°21'09" W	76.37'
L74 N 88°57'21" E 108.26'	L170	S 32°38'51" E	51.94'] [c	78	56.00'	57°00'00"	55.71'	N 61°08'51" W	53.44'
L75 N 85°44'50" E 178.68'	L17	1 N 57°21'09" E	20.00'	C	79	30.00'	90°00'00"	47.12'	N 77°38'51" W	42.43'
L76 N 34°44'48" W 18.03'	L172	+	24.00'	- ⊢	80	30.00'	90°00'00"	47.12'	S 12°21'09" W	42.43'
L77 S 22°37'06" E 10.01'		3 S 57°21'09" W	124.00'	+ -	81	30.00'	90°00'00"	47.12'	S 77°38'51" E	42.43'
L78 S 89°59'46" E 126.00'		4 N 32°38'51" W	24.00'		82	30.00'	90°00'00"	47.12'	N 12°21'09" E	42.43'
				+ ⊢	_					
L79 S 89°59'46" E 33.52'		5 N 57°21'09" E	20.00'	+ ⊢	83	30.00'	90°00'00"	47.12'	N 77°38'51" W	42.43'
L80 S 00°21'09" W 118.25'	L176	6 N 32°38'51" W	51.94'		84	30.00'	90°00'00"	47.12'	S 12°21'09" W	42.43'
L81 S 22°58'10" E 111.85'	L17	7 S 32°38'51" E	74.15'] C	85	20.00'	80°06'32"	27.96'	N 72°40'50" W	25.74'
L82 S 47°21'09" W 145.82'	L178	3 S 57°21'09" W	59.00'	1 -	86	222.00'	22°44'20"	88.10'	S 78°38'04" W	87.53'
L83 N 32°38'51" W 77.86'		9 N 32°38'59" W	75.75'	+ -	87	30.00'	89°39'06"	46.94'	S 45°10'41" W	42.30'
				+ ⊢						
L84 N 01°02'39" W 181.25'		N 89°59'46" W	16.74'	-	88	285.00'	33°00'00"	164.15'	S 16°08'51" E	161.89'
L85 N 01°02'39" W 81.73'		1 S 00°21'09" W	118,80'		89	30.00'	60°07'38"	31.48'	S 62°42'40" E	30.06'
L86 S 05°01'24" E 16.47'		2 S 32°38'51" E	176.99'] [c	90	30.00'	60°07'38"	31.48'	S 02°35'02" E	30.06'
L87 N 84°58'36" E 10.00'	L183	3 N 87°13'30" E	50.68'	_ C	91	30.00'	90°00'00"	47.12'	S 77°38'51" E	42.43'
L88 N 05°01'24" W 15.60'		4 S 32°38'51" E	90.24'	+ -	92	30.00'	78°14'58"	40.97'	N 62°05'37" W	37.86'
L89 S 32°38'51" E 28.00'		5 S 27°28'47" W	50.68'	+ -	93	200.00'	21°01'23"	73.38'	N 38°25'04" W	72.97'
		+								
L90 N 57°21'09" E 10.00'		6 N 22°58'10" W	103.18'	+ ⊢	94	30.00'	12°13'33"	6.40'	N 38°45'38" W	6.39'
L91 N 32°38'51" W 28.00'		7 N 32°38'51" W	162,00'		95	30.00'	90°00'00"	47.12'	N 12°21'09" E	42.43'
L92 N 57°21'09" E 25.00'	L188	3 S 32°38'51" E	162.00'] [c	96	30.00'	90°00'00"	47.12'	S 77°38'51" E	42.43'
L93 N 32°38'51" W 10.00'	L189	9 S 22°30'01" E	77.02'	C	97	30.00'	20°38'37"	10.81'	S 22°19'33" E	10.75'
L94 S 57°21'09" W 25.00'		S 34°44'48" E	45.71'	· -	98	474.44'	6°50'52"	56.70'	S 24°38'40" E	56.67'
L95 N 12°21'09" E 14.71'		1 N 55°15'12" E	14.47'	- ⊢	99	30.00'	34°33'20"	18.09'	S 04°19'03" E	17.82'
	[L 19	11100 1012 E	17.77	ب ر	JJ	00.00	UT UU ZU	เบเบฮ	0 07 10 00 E	11.02
L96 N 89°38'51" W 12.40'										

CASE NO. DEVAPP-23-0066
CONVEYANCE PLAT
PROSPER HIGH SCHOOL NO. 4
BLOCK A, LOT 2

FINAL PLAT PROSPER HIGH SCHOOL NO. 4 BLOCK A, LOT 1

4,296,296 SQUARE FEET 98.629 ACRES

SITUATED IN THE
L. NETHERLY SURVEY, ABSTRACT NUMBER 962,
TOWN OF PROSPER, DENTON COUNTY, TEXAS

BEING A FINAL PLAT OF A PORTION OF BLOCK A, LOT 1 OF PROSPER HIGH SCHOOL NO. 4 AS RECORDED IN DOCUMENT NUMBER 2023-220 OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS

OWNER

PROSPER INDEPENDENT SCHOOL DISTRICT
605 East 7th Street
Prosper, Texas 75078

Contact: Todd Shirley

PROJECT INFORMATION
Project No.: HUC 22396
Date: June 10, 2025
Drawn By: WS
Scale: 1"=100'

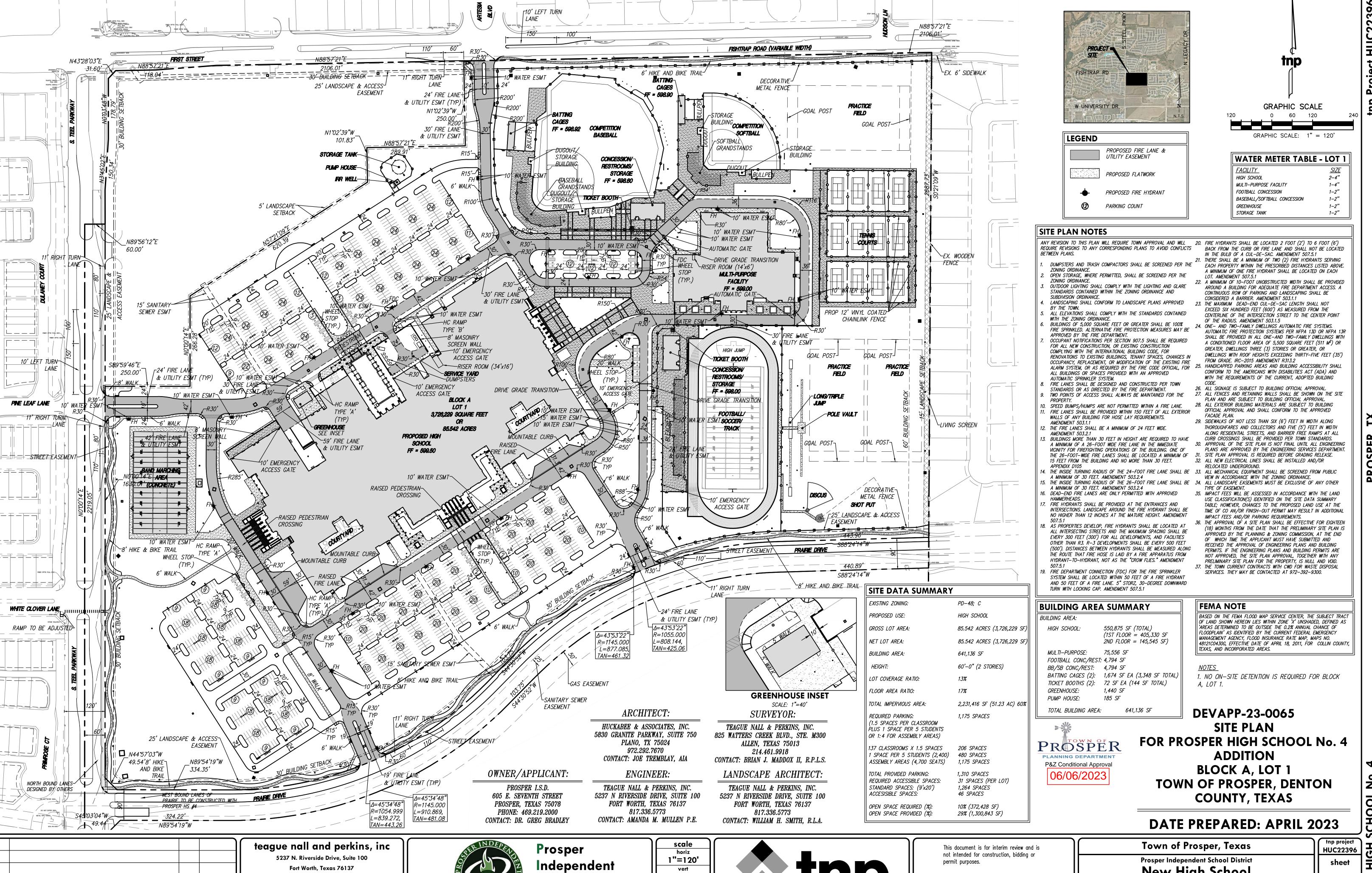
SHEET 3 of 3



SURVEYOR

TEAGUE NALL & PERKINS, INC.

825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
Contact: Jay Maddox
214.461.9867 ph 214.461.9864 fx
T.B.P.L.S. Registration No. 1019438



date

APR 2023

School

District

Fort Worth, Texas 76137

817.336.5773 ph 817.336.2813 fx

www.tnpinc.com

TBPELS: ENGR F-230; SURV 10011600, 10011601, 10194381

GBPE: PEF007431; TBAE: BR 2673

revision

by date

Prosper Independent School District New High School AMANDA M. MULLEN, P.E. Date: MAY 2023

SITE PLAN

PLANNING



To: Planning & Zoning Commission Item No. 3e

From: Dakari Hill, Senior Planner

Through: David Hoover, AICP, Director of Development Services

Cc: Suzanne Porter, AICP, Planning Manager

Re: Lot Frontage Waiver for Frontier South, Block A, Lot 3

Meeting: June 17, 2025

Agenda Item:

Consider and act upon a request for a Waiver for Lot Frontage on Frontier South, Block A, Lot 3, on 1.7± acres, located on the west side of Preston Road and 500± feet north of Coleman Street. (WAIV-25-0003)

Description of Agenda Item:

The conceptual plan in the approved Planned Development-116 showed four lots in total with two of the lots not having frontage onto public right-of-way. The proposed preliminary site plan shows three lots with one lot, Lot 3, not having frontage onto public right-of-way. In Article 10.03, Section 137 (§ 10.03.137) of the Town's Subdivision Ordinance, it is acknowledged that certain nonresidential developments may contain lots that cannot achieve access to a public street and allows for Town Council to grant a waiver if adequate access including required fire lanes are provided through dedicated public access easements from a public street. A subdivision waiver to regulations within the Subdivision Ordinance may be approved only when, in the decision-maker's opinion, undue hardship will result from strict compliance to the regulations.

The following criterion should be considered when evaluating a waiver request:

- The nature of the proposed land use involved and existing uses of the land in the vicinity.
- The number of persons who will reside or work in the proposed development.
- The effect such subdivision waiver might have upon traffic conditions and upon the public health, safety, convenience and welfare in the vicinity.

The following findings should be presented when evaluating a waiver request:

- That there are special circumstances or conditions affecting the land involved or other
 physical conditions of the property such that the strict application of the provisions of this
 subdivision ordinance would deprive the applicant of the reasonable use of his or her
 land.
- That the subdivision waiver is necessary for the preservation and enjoyment of a substantial property right of the applicant, and that the granting of the subdivision waiver will not be detrimental to the public health, safety or welfare or injurious to other property in the area
- That the granting of the subdivision waiver will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this subdivision ordinance.

Additionally, waivers should meet the minimum degree of variation of requirements necessary to meet the objective of the applicant requesting the waiver and should not violate or conflict with any other valid ordinance, code, regulation, master plan or Comprehensive Plan of the town.

Access:

Access will be provided from Preston Road through internal cross access via proposed fire lane, drainage, access, and utility easements.

Companion Item:

As a companion item, the Preliminary Site Plan (DEVAPP-24-0128) is on this Planning & Zoning Commission agenda.

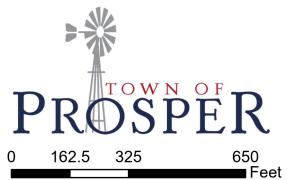
Attachments:

- 1. Location Map
- 2. Waiver Request Letter
- 3. Preliminary Site Plan (DEVAPP-24-0128)
- 4. Approved Conceptual Plan (Planned Development-116)

Town Staff Recommendation:

Town Staff recommends approval of the Lot Frontage Waiver.







WAIV-25-0003

Frontier South, Block A, Lot 3

Lot Frontage Waiver

Kirkman Engineering 5200 State Highway 121 Colleyville, TX 76034 817.488.4960



May 14, 2025

Suzanne Porter Town of Prosper 250 W. First Street Prosper, TX 75078 972-569-1095

RE: Victory at Frontier Waiver Request

Requesting a waiver for no frontage for Lot 3 of Victory at Frontier South located at the north west corner of the intersection of N Preston Rd and N Coleman Street. Lot 3 has two proposed points of access provided by mutual access easements but does not have direct access frontage to any public right-of-way. Thank you for your consideration.

Sincerely,

John Gardner, PE

Preliminary Site Plan (DEVAPP-24-0128)

EXISTING ZONING

E TABLE

LOT 3

PD-116

75,753 SF / 1.74 ACRES

20'-0" (1 STORY)

1 PER 250 SF (RETAIL)

RETAIL: 20,630 SF

68,108 S.Q. FT

15 S.Q. FT PER SPACE

(1,245 S.Q. FT)

4,426 S.Q. FT

7% (5,303 S.Q. FT)

12.1% (9,170 S.Q. FT)

SITE PLAN KEY 1) PROP. METER (DOMESTIC) 2 PROP. DCDC (FIRE SERVICE)

③ PROP. METER (IRRIGATION)

NOTE TO CONTRACTOR
THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION AND

OR NOT) PRIOR TO COMMENCING CONSTRUCTION. IF FIELD

THE PLANS, THE CONTRACTOR SHALL CONTACT THE PROJECT

ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.

LAYOUT & DIMENSIONAL CONTROL NOTES: BOUNDARY LINES AND EASEMENT: REFER TO THE FINAL PLAT TO

VERIFY PROPERTY LINES AND EXISTING EASEMENT LOCATIONS.

DIMENSION CONTROL: UNLESS NOTED OTHERWISE, ALL PAVING

CURB RADII: UNLESS NOTED OTHERWISE, ALL CURB RADII SHALL

BUILDING DIMENSIONS: REFERENCE ARCHITECTURAL PLANS FOR

ALL COORDINATES ARE U.S. SURVEY FEET, NAD '83 SURFACE.

DIMENSIONS SHOWN ARE TO FACE OF CURB.

COORDINATES PRIOR TO CONSTRUCTION.

REFER TO SHEET(S) C10.0 FOR SITE DETAILS.

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND

BE 3' AT FACE OF CURB.

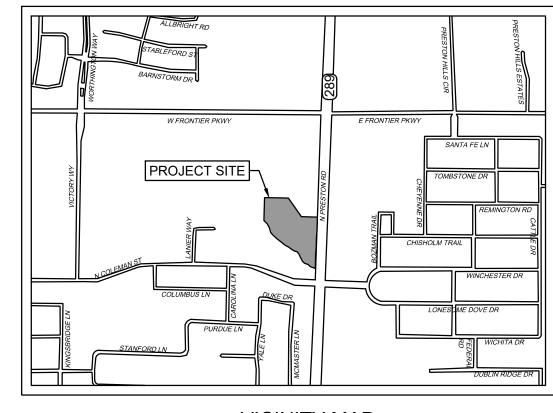
EXACT BUILDING DIMENSIONS.

CONDITION'S DIFFER SIGNIFICANTLY FROM LOCATIONS SHOWN ON

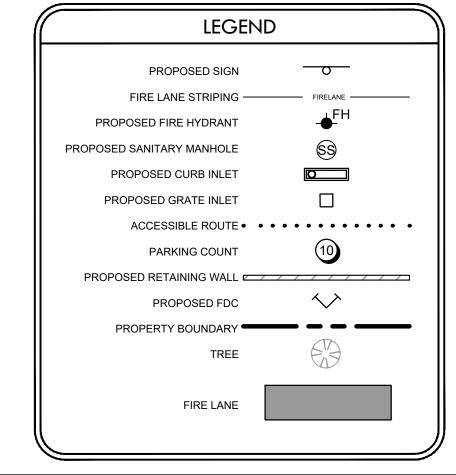
Volume 5184 Page 212

O.P.R.C.C.T.

Land Use: Undeveloped



VICINITY MAP N.T.S



TOWN OF PROSPER NOTES:

- ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF
- HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
- ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL
- IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES
- 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
- 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
- LIVING SCREEN TO BE PROVIDED WHERE NEEDED, IN SPACES WHERE NATURAL SCREENING IS NOT SUFFICIENT. LIVING SCREEN PLANT TYPES: AMERICAN PILLAR ARBORVITAE OR CAROLINA CHERRY LAUREL
- AN EXHIBIT OF THE LIVING SCREEN WILL BE PROVIDED AT THE TIME OF THE SITE PLAN.



GRAPHIC SCALE

SCALE: 1'' = 50'

PRELIMINARY SITE PLAN **TOWN PROJECT DEVAPP-24-0128**

FRONTIER SOUTH BLOCK A, LOTS 1 - 3 7.930 ACRES VICTORY AT FRONTIER SOUTH, LP (INST. NO. 20180824001065580) TOWN OF PROSPER, COLLIN COUNTY, TEXAS PREPARATION DATE: 11/11/2024

OWNER/APPLICANT VICTORY AT FRONTIER SOUTH LP

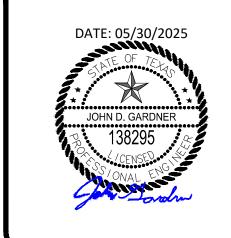
2911 TURTLE CREEK BLVD. #700 DALLAS, TX 75219 PH: 214-934-2566 CONTACT: JESUS SANCHEZ

ENGINEER

KIRKMAN ENGINEERING, LLC 5200 STATE HIGHWAY 121 COLLEYVILLE, TX 76034 PH: 817-488-4960 CONTACT: JOHN GARDNER, PE

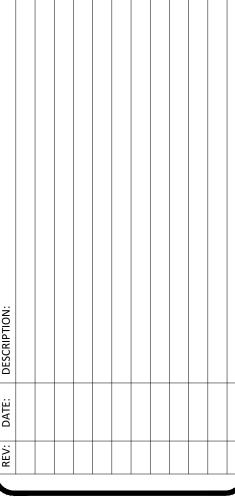
P.O. BOX 28 COLLINSVILLE, TEXAS 76233 EMAIL: AMY_LONDON@ LONDON-LANDSCAPES.NET CONTACT: AMY LONDON, RLA SURVEYOR
BARTON CHAPA SURVEYING

5200 STATE HIGHWAY 121 COLLEYVILLE, TX 76034 PH: 817-864-1957 CONTACT: JACK BARTON, RPLS





DALLAS, TX 75219 972-707-9555

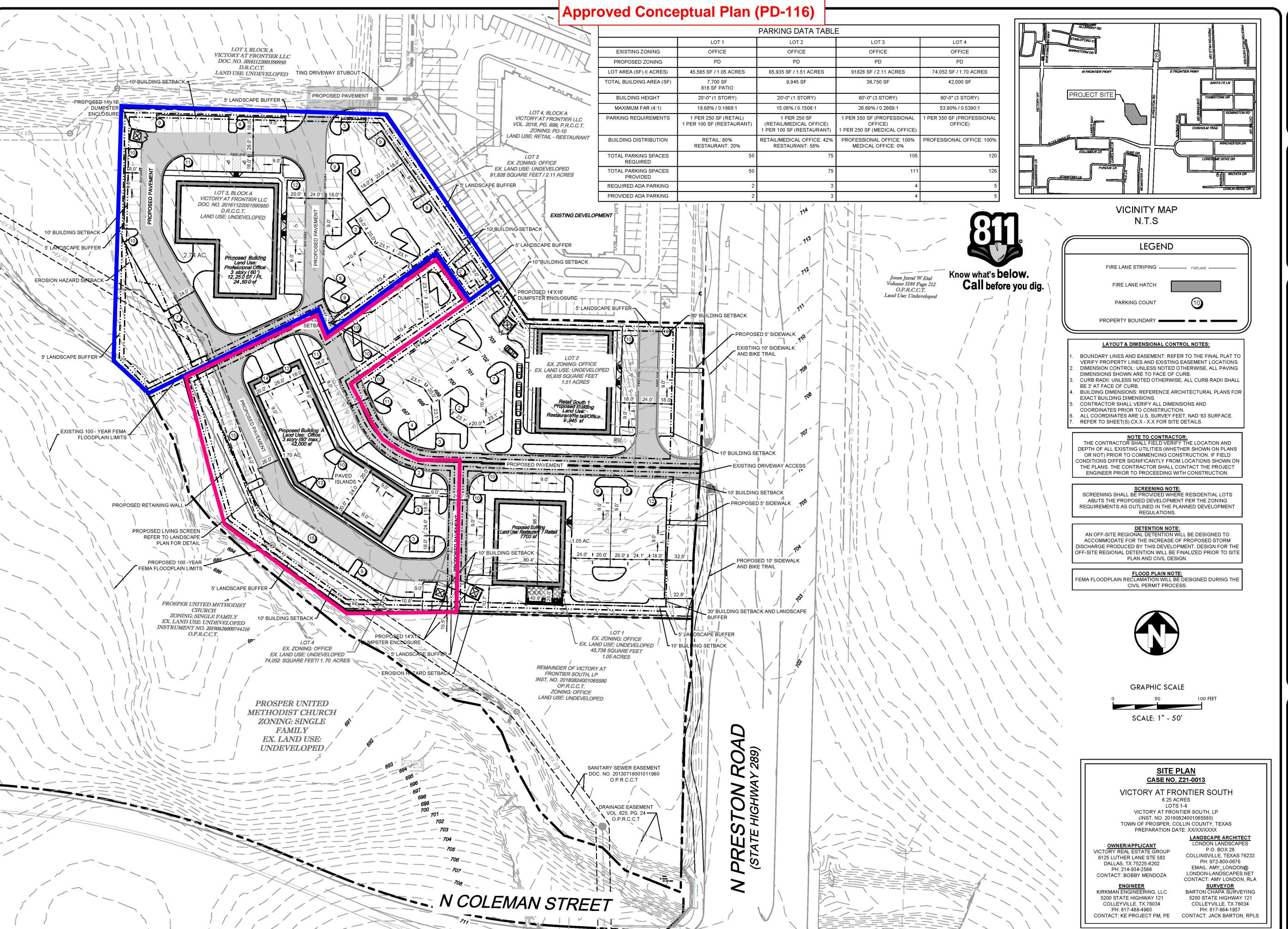




5200 STATE HIGHWAY 121 COLLEYVILLE, TX 76034 TEXAS FIRM NO. 15874

JOB NUMBER: VIC21021 ISSUE DATE: DATE

SITE PLAN



P R E L I M I N A R F O R R E V I E W O N L THESE DOCUMENTS ARE FO DESIGN REVIEW ONLY AN NOT INTENDED FOR THE PURPOSE OF CONSTRUCTION, BIDDIN OR PERMIT. THEY WERE PREPARE BY, OR UNDER THE SUPERVISION OF THE SUPERVISION OF

JOHN D. GARDNER P.E.# 138295 DATE: August 10, 2022

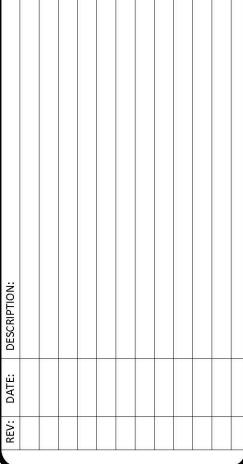
VICTORY GROUP

Victory Real Estate Group

6125 LUTHER LANE SUITE 583 DALLAS, TX 75225-6202

DALLAS, TX 75225-6202 214-934-2566

NTIER - SOUTH
LOTS 1 - 4
DWN OF PROSPER



kirkman ENGINEERING

JOB NUMBER: VIC21021

SSUE DATE: 6/28/2022

CONCEPT PLAN

C3.0



PLANNING

To: Planning & Zoning Commission Item No. 3f

From: Dakari Hill, Senior Planner

Through: David Hoover, AICP, Director of Development Services

Cc: Suzanne Porter, AICP, Planning Manager

Re: Preliminary Site Plan for Frontier South, Block A, Lots 1-3

Meeting: June 17, 2025

Agenda Item:

Consider and act upon a request for a Preliminary Site Plan for Restaurant/Retail and Retail Buildings on Frontier South, Block A, Lots 1-3, on 7.9± acres, located on the west side of Preston Road and 500± feet north of Coleman Street. (DEVAPP-24-0128)

Future Land Use Plan:

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

Zoning:

The property is zoned Planned Development-116 (Office). While the base zoning for the Planned Development is Office, the zoning does allow for restaurants and retail stores and shops by right.

Conformance:

The Preliminary Site Plan conforms to the development standards of Planned Development-116. However, the plan does not conform with the Subdivision Ordinance's requirement that all lots must have frontage onto public right-of-way. A request to waive this requirement has been submitted.

Description of Agenda Item:

The Preliminary Site Plan consists of two restaurant/retail buildings and one retail building totaling 62,730 square feet and associated parking.

- Lot 1: Restaurant/Retail Building (12,400 SF)
- Lot 2: Restaurant/Retail Building (29,700 SF)
- Lot 3: Retail Building (20,630 SF)

The conceptual plan in the approved Planned Development showed four lots in total with two of the lots not having frontage onto public right-of-way. The proposed Preliminary Site Plan shows three lots with one lot, Lot 3, not having frontage onto public right-of-way. In instances where lots do not have frontage onto public right-of-way, a waiver must be approved by Town Council permitting the occurrence.

A Property Owners' Association will be created to establish duties and responsibilities for those lots within the development, in accordance with the Subdivision Ordinance. This will need to be finalized prior to platting the property into separate lots.

Access:

Access is provided from Preston Road.

Landscaping, Open Space, and Screening:

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

Screening is required along the southern boundary of Lot 2 due to the adjacent lot, Prosper United Methodist Church, being zoned single-family. The applicant proposes the use of a living screen consisting of either American Pillar Arborvitae or Carolina Cherry Laurel trees. The plantings will blend with and complement the existing vegetation along the creek that divides the properties. Details for the living screen will be provided with the Site Plan submission for that lot. Town Staff recommends approval of the living screen.

Companion Item:

As a companion item, the Waiver for Lot Frontage (WAIV-25-0003) is on this Planning & Zoning Commission agenda.

Attachments:

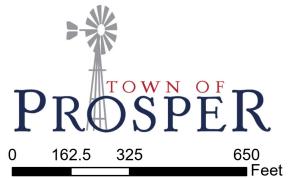
- 1. Location Map
- 2. Preliminary Site Plan
- 3. Open Space Plan
- 4. Approved Conceptual Plan (Planned Development-116)

Town Staff Recommendation:

Town Staff recommends approval of the Preliminary Site Plan subject to:

- 1. The creation of a Property Owners' Association prior to the recordation of a plat to subdivide the property; and
- 2. Town Council approval of a waiver of lot frontage along a public right-of-way for Lot 3.





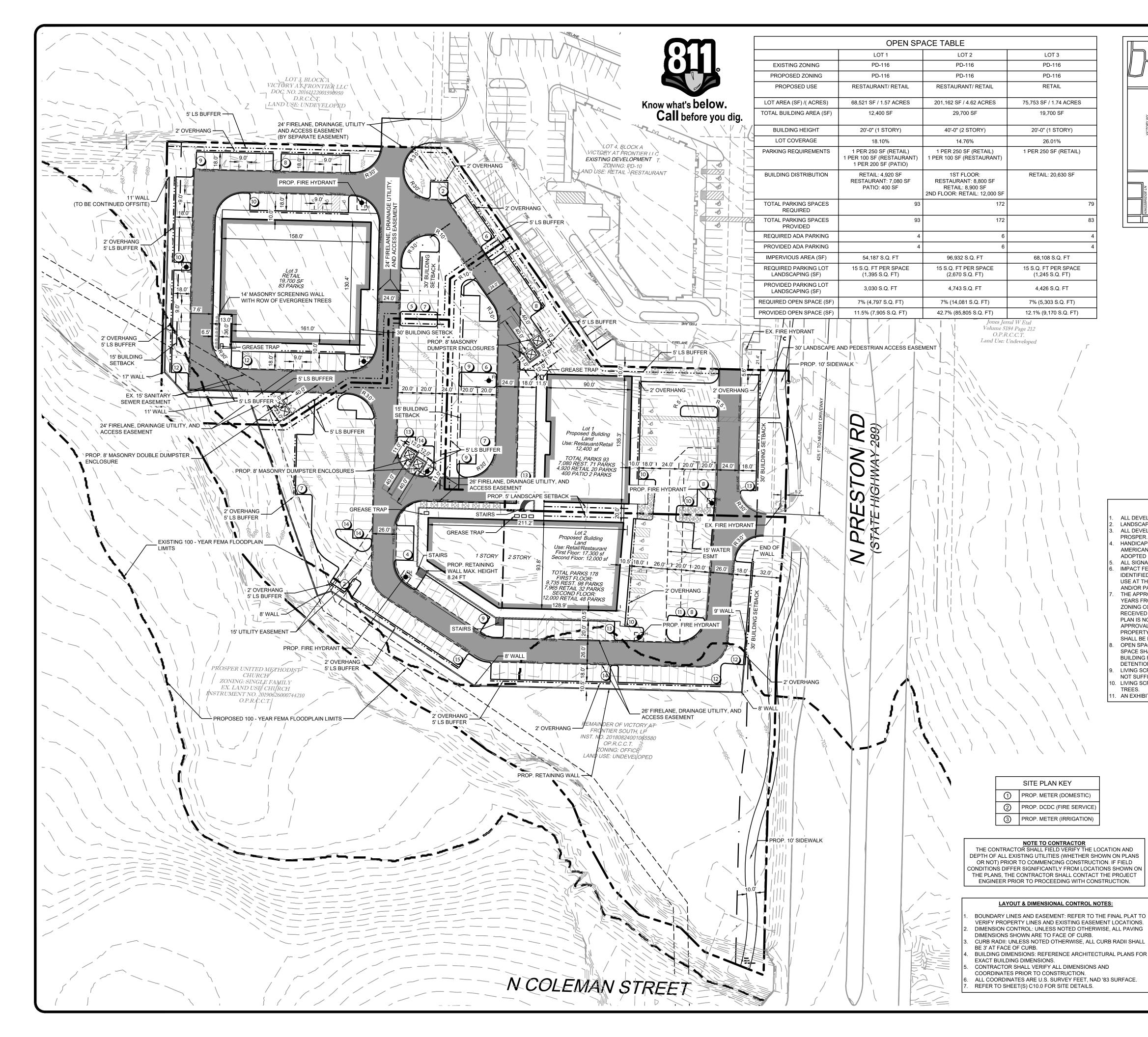


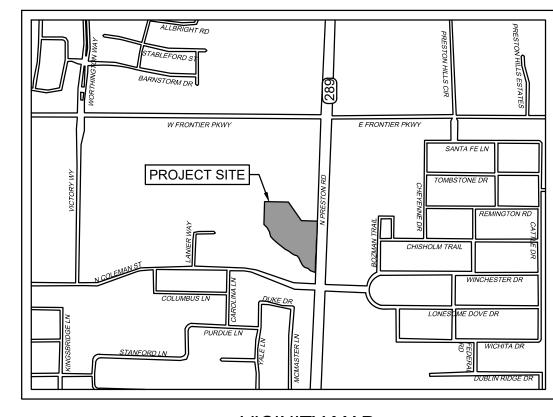
DEVAPP-24-0128

Frontier South, Block A, Lots 1-3

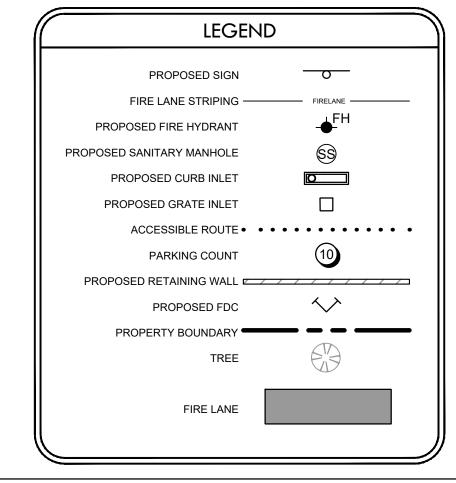
23







VICINITY MAP N.T.S



TOWN OF PROSPER NOTES:

- ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.

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

 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. LIVING SCREEN TO BE PROVIDED WHERE NEEDED, IN SPACES WHERE NATURAL SCREENING IS NOT SUFFICIENT.
 10. LIVING SCREEN PLANT TYPES: AMERICAN PILLAR ARBORVITAE OR CAROLINA CHERRY LAUREL
- TREES.

 11. AN EXHIBIT OF THE LIVING SCREEN WILL BE PROVIDED AT THE TIME OF THE SITE PLAN.



GRAPHIC SCALE

50 100 FEE SCALE: 1" = 50'

PRELIMINARY SITE PLAN TOWN PROJECT DEVAPP-24-0128

PROJECT DEVAPP-24-01
FRONTIER SOUTH
BLOCK A, LOTS 1 - 3
7.930 ACRES
VICTORY AT FRONTIER SOUTH, LP
(INST. NO. 20180824001065580)
TOWN OF PROSPER, COLLIN
COUNTY, TEXAS
PREPARATION DATE: 11/11/2024

OWNER/APPLICANT VICTORY AT FRONTIER SOUTH LP

VICTORY AT FRONTIER SOUTH LP 2911 TURTLE CREEK BLVD. #700 DALLAS, TX 75219 PH: 214-934-2566 CONTACT: JESUS SANCHEZ

ENGINEER KIRKMAN ENGINEERING, LLC 5200 STATE HIGHWAY 121 COLLEYVILLE, TX 76034 PH: 817-488-4960

CONTACT: JOHN GARDNER, PE

LANDSCAPE ARCHITECT
LONDON LANDSCAPES
P.O. BOX 28
COLLINSVILLE, TEXAS 7623
EMAIL: AMY_LONDON@

P.O. BOX 28

COLLINSVILLE, TEXAS 76233

EMAIL: AMY_LONDON@

LONDON-LANDSCAPES.NET

CONTACT: AMY LONDON, RLA

<u>SURVEYOR</u>

BARTON CHAPA SURVEYING

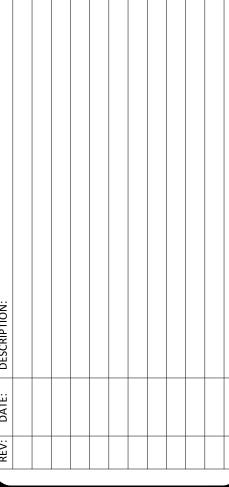
BARTON CHAPA SURVEYING 5200 STATE HIGHWAY 121 COLLEYVILLE, TX 76034 PH: 817-864-1957 CONTACT: JACK BARTON, RPLS





2911 TURTLE CREEK BLVD, STE 700 DALLAS, TX 75219 972-707-9555

BLOCK A, LOTS 1 - 3 TOWN OF PROSPER





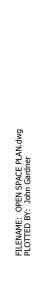
COLLEYVILLE, TX 76034 TEXAS FIRM NO. 15874 JOB NUMBER: VIC21021

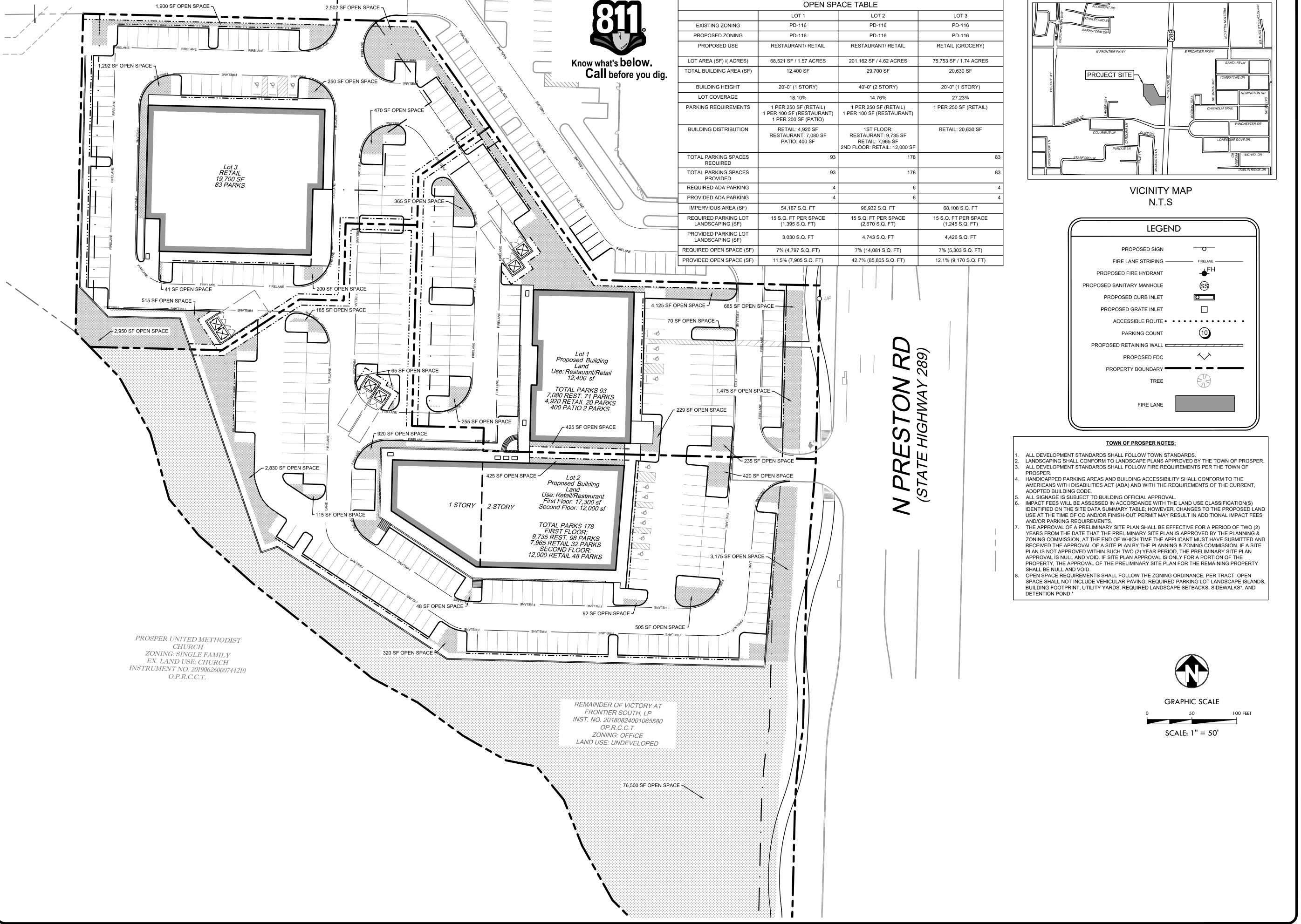
ISSUE DATE: DATE

SITE PLAN

C3.0



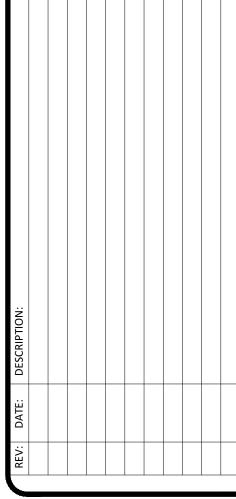








DALLAS, TX 75219 972-707-9555





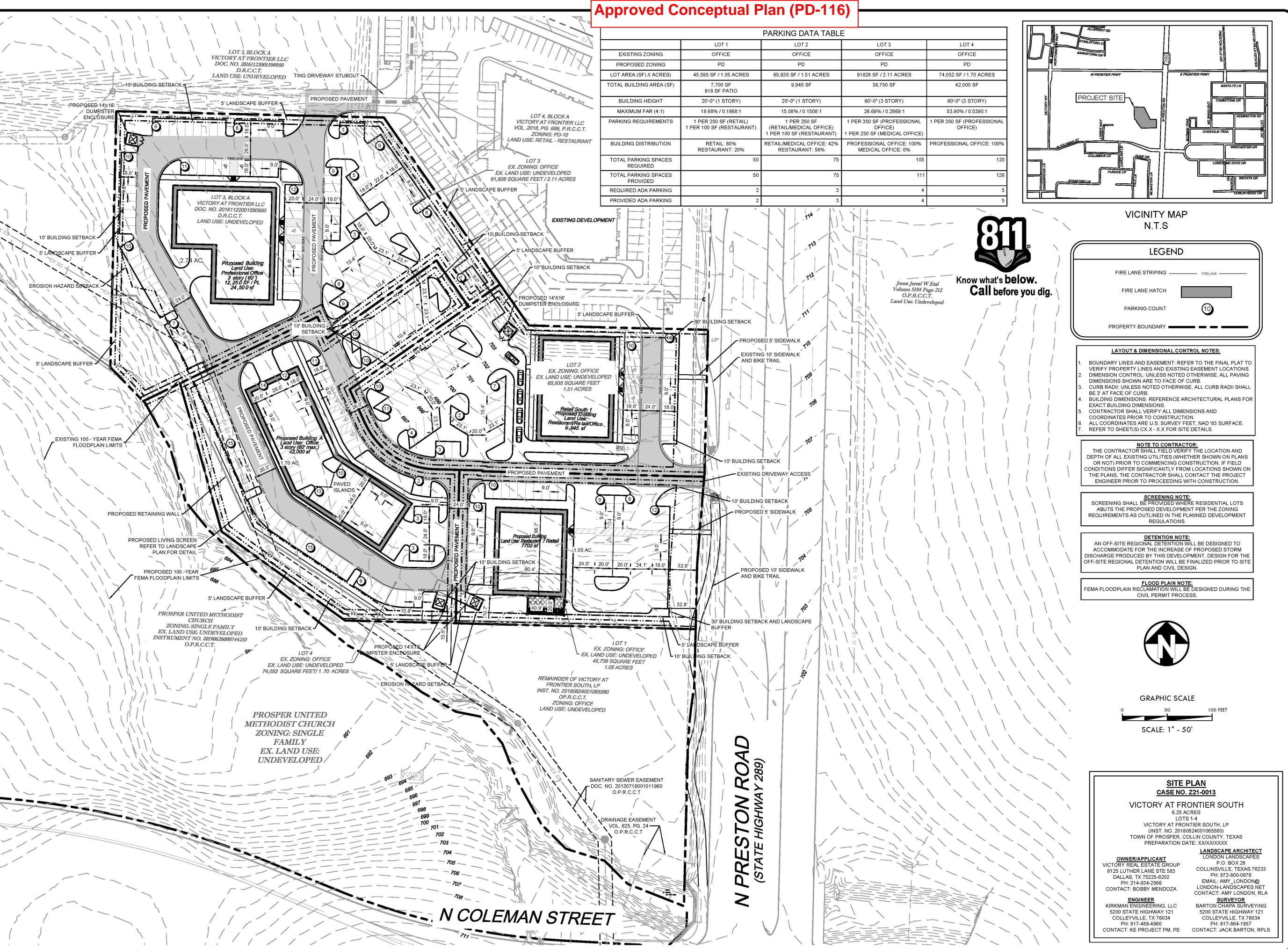
5200 STATE HIGHWAY 121 COLLEYVILLE, TX 76034 TEXAS FIRM NO. 15874

JOB NUMBER: VIC21021

ISSUE DATE: DATE

OPEN SPACE PLAN

1 OF 1



PRELIMINAR
FORREVIEW ONL
THESE DOCUMENTS ARE FO
DESIGN REVIEW ONLY AN
NOT INTENDED FOR THE PURPOSE
OF CONSTRUCTION, BIDDIN
OR PERMIT. THEY WERE PREPARE
BY, OR UNDER THE SUPERVISION OF

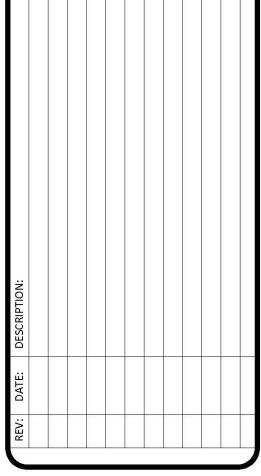
JOHN D. GARDNER P.E.# 138295 DATE: August 10, 2022

VICTORY GROUP

6125 LUTHER LANE SUITE 583 DALLAS, TX 75225-6202

214-934-2566

ONTIER - SOUT
LOTS 1 - 4
TOWN OF PROSPER



kirkman Engineering

JOB NUMBER: VIC21021

SSUE DATE: 6/28/2022

CONCEPT PLAN

C3.0



PLANNING

To: Planning & Zoning Commission Item No. 3g

From: Jerron Hicks, Planner

Through: David Hoover, AICP, Director of Development Services

Cc: Suzanne Porter, AICP, Planning Manager

Re: Site Plan for Westside Addition, Block A, Lot 18R

Meeting: June 17, 2025

Agenda Item:

Consider and act upon a request for a Site Plan for Restaurant/Retail Buildings on Westside Addition, Block A, Lot 18R, on 3.2± acres, located on the east side of FM 1385 and 1,100± feet north of University Drive. (DEVAPP-24-0135)

Future Land Use Plan:

The Future Land Use Plan designates this area as US Highway 380 District.

Zoning:

The property is zoned Planned Development-94 (Mixed Use).

Conformance:

The Site Plan conforms to the development standards of Planned Development-94.

Description of Agenda Item:

The Site Plan consists of two buildings (both restaurant and retail) with a combined 23,075 square feet and associated parking.

Access:

Access is provided from FM 1385. Cross access is provided through the commercial development to University Drive (US Highway 380).

Landscaping, Open Space, and Screening:

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

Page 1 of 2

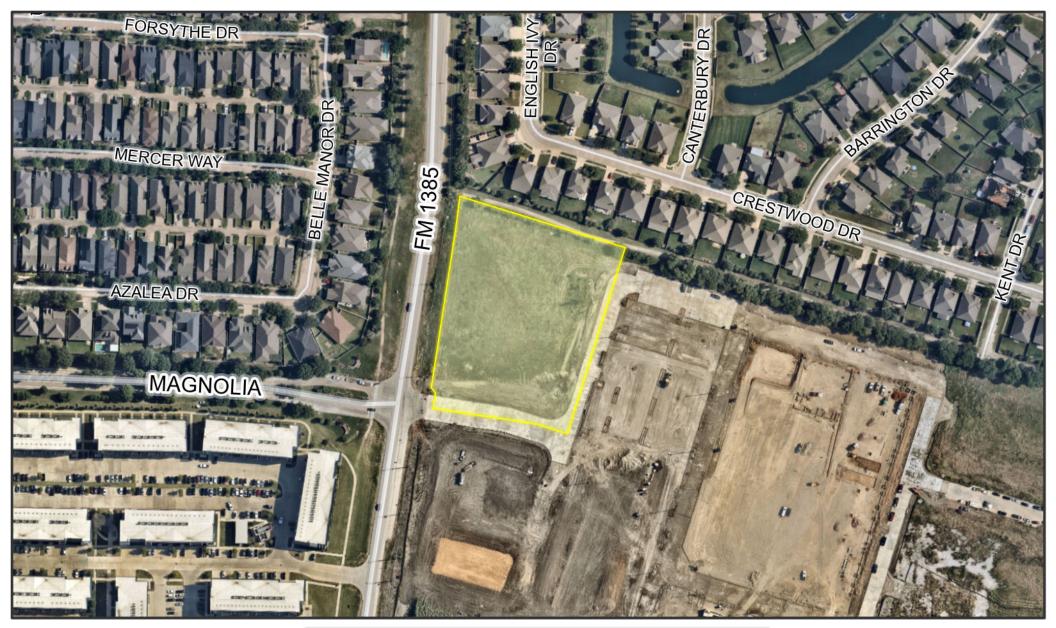
Companion Item:

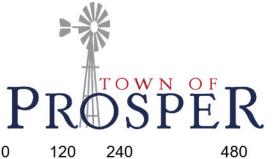
As companion items, the Replat (DEVAPP-24-0133) and Façade Plan (DEVAPP-24-0136) are on this Planning & Zoning Commission agenda.

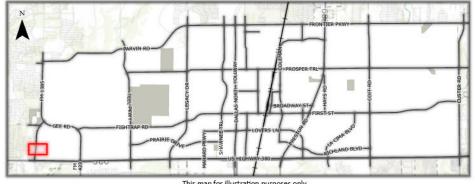
Attachments:

- 1. Location Map
- 2. Site Plan
- 3. Open Space Plan
- 4. Planned Development-94 Conceptual Plan

<u>Town Staff Recommendation:</u> Town Staff recommends approval of the Site Plan.





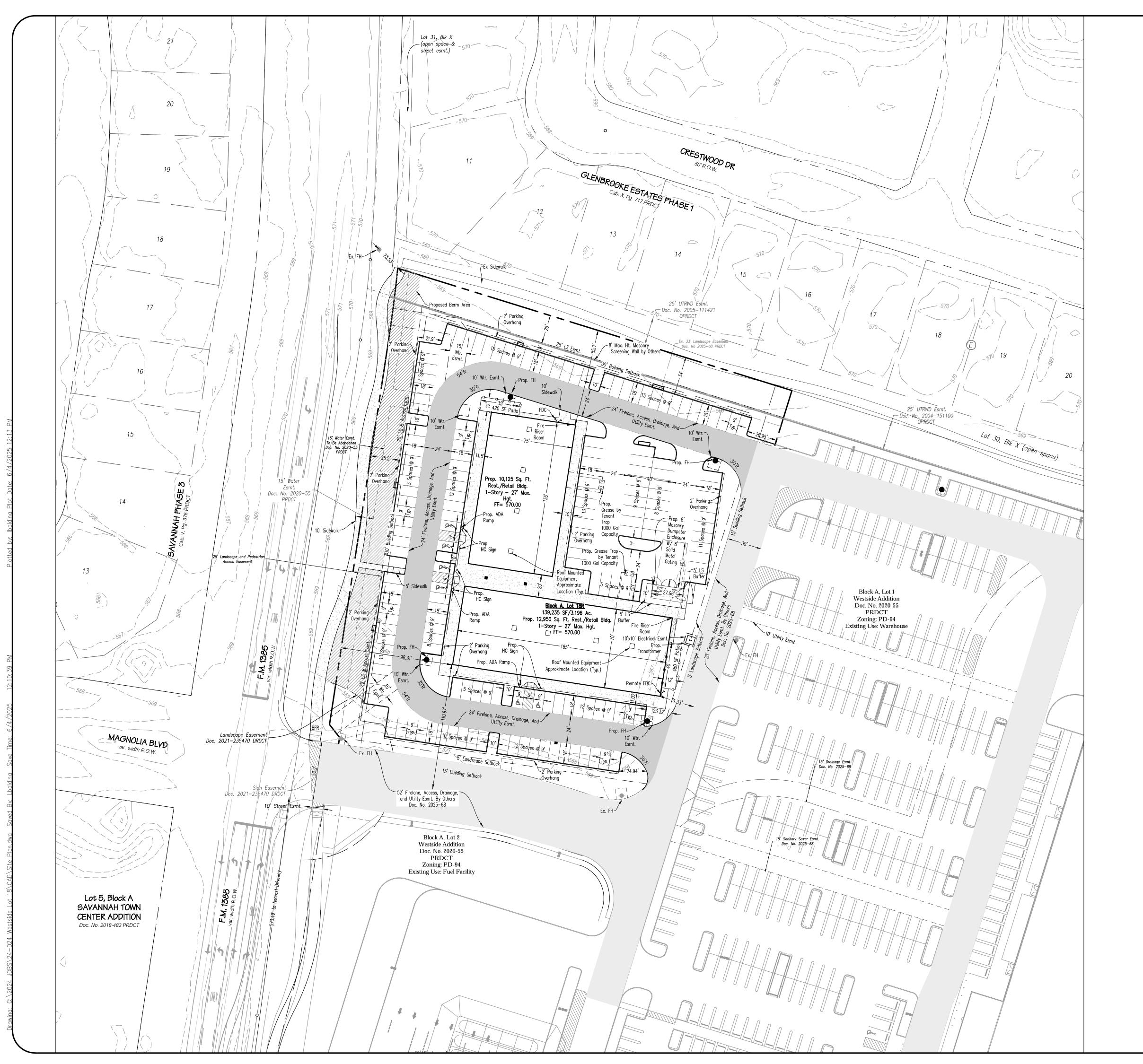


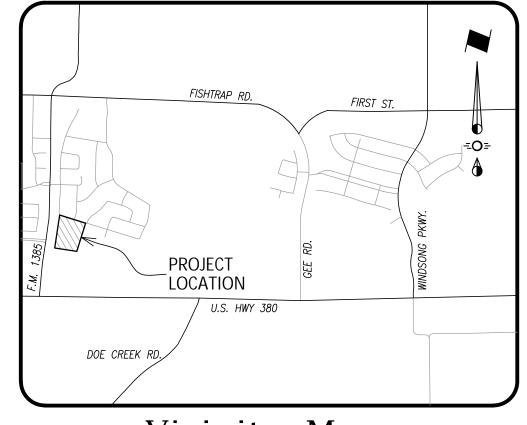
DEVAPP-24-0135

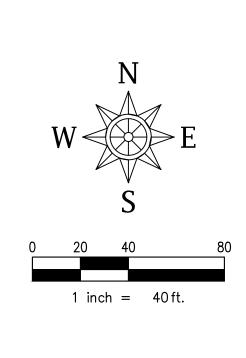
Westside Addition Block A Lot 18R

29

Site Plan







Vicinity Map

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 or 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) No trees on site.

SITE DATA <u>LOT 18R</u> Mixed Use PD-94 Proposed Use: Retail/Restaurant 3.196 Ac. (139,235 Sq. Ft.) Lot Area: Building 1 Area: 10,125 Sq. Ft. Building 1 Height: 1 Story, 27'-0" Max. Building 2 Area: 12,950 Sq. Ft. Building 2 Height: 1 Story, 27'-0" Max. Lot Coverage: 16.6% Floor Area Ratio: 0.166:1 Parking Required: Retail 1:250 Sq. Ft.(11,375 Sq. Ft.) = 46 Sp. Restaurant 1:100 Sq. Ft.(11,700 Sq. Ft) = 117 Sp. Patio 1: 200 Sq. Ft.(930 Sq. Ft.) = 5 Sp. Total Required: 168 Spaces Total Parking Provided: 168 Spaces HC Parking Required: 6 Spaces 2,550 Sq. Ft Landscape Required: 4,529 Sq. Ft 86,804 Sq. Ft Landscape Provided: Impervious Surface: Open Space Required: 9,746 Sq. Ft Open Space Provided: 10,315 Sq. Ft

LEGEND

FIRELANE, ACCESS, DRAINAGE, & UTILITY EASEMENT BY OTHERS PROPOSED FIRELANE, ACCESS, DRAINAGE & UTILITY EASEMENT

PROPOSED SIDEWALK

PROPOSED BERM AREA

1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED.

POWER POLE

GUY WIRE ANCHOR OVERHEAD POWER LINE

CONTROL MONUMENT PROPOSED FIRE HYDRANT

EXISTING FIRE HYDRANT

Site Plan

WESTSIDE 18R

Westside Addition - Block A, Lot 18R SITUATED IN THE J. GONZALES SURVEY, ABSTRACT NO. 447

AND IN THE J. HAYNES SURVEY, ABSTRACT NO. 573 IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS 139,235 Sq. Ft./3.196 Acres Current Zoning: PD-94

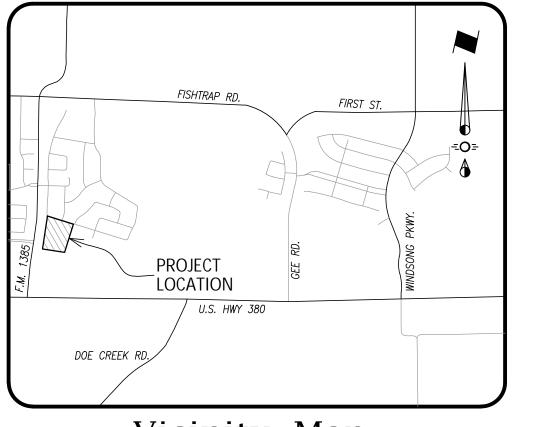
Town Case No. DEVAPP-24-0135

OWNER / APPLICANT

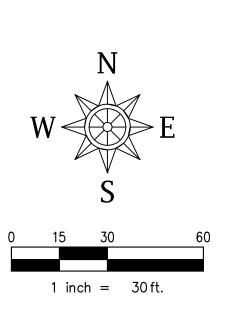
Frisco, Texas 75034 Telephone (248) 345-3818

Contact: Shiva Kondru

SSSS Holdings, LLC
Spiars Engineering, Inc.
8668 John Hickman Pkwy, Suite 907
501 W President George Bush Pkwy, Suite 200 Richardson, TX 75080 Telephone: (972) 422-0077 TBPELS No. F-2121 and No. F-10043100 Contact: Karis Smith



Vicinity Map



SITE DATA Lot Area Required Open Space (7%) Provided Open Space (7.4%) Required Interior Landscape Area 2,550 SQ FT

Cab. X, Pg. 717 PRDCT

-11' Sidewalk

Block A. Lot 18141,257 SF/3.243 Ac.

Prop. 8,750 Sq. Ft. Rest./Retail Bldg. 1—Story — 25' Max. Hgt. FF= 570.00

Prop. 14,800 Sq. Ft. Rest./Retail Bldg. 1-Story - 25' Max. Hgt. FF= 570.00

15' Water Esmt. Doc. No. 2020–55 PRDCT

Prop. 25' Landscape and Pedestrian Access Easement

Landscape Easement Doc. 2021–235470 DRDCT

MAGNOLIA BLVD_ var. width R.O.W.

10' Sidewalk

25' UTRWD Esmt. — Doc. No. 2005—111421 OPRDCT

Block A, Lot 18R 3.196 Ac. (139,235 SQ FT) 9,746 SQ FT 10,315 SQ FT

Provided Interior Landscape Area 4,677 SQ FT

<u>LEGEND</u> INTERIOR LANDSCAPE AREA PROVIDED

OPEN SPACE PROVIDED

Open Space WESTSIDE 18R

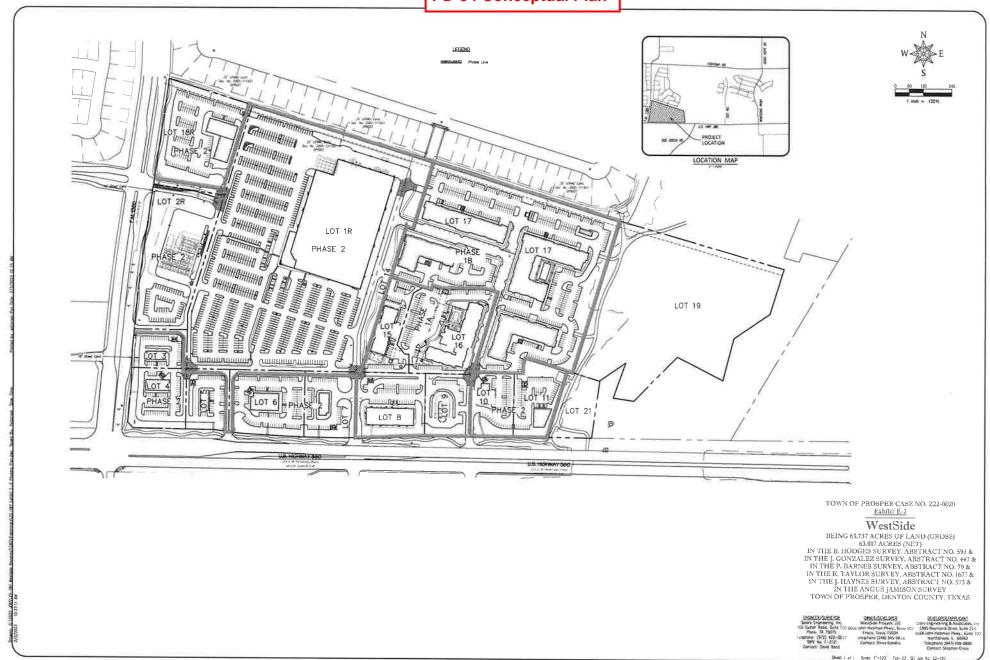
Westside Addition - Block A, Lot 18R SITUATED IN THE J. GONZALES SURVEY, ABSTRACT NO. 447 AND IN THE J. HAYNES SURVEY, ABSTRACT NO. 573 IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS

139,235 Sq. Ft./3.196 Acres Current Zoning: PD-94 Town Case No. DEVAPP-24-0135

OWNER / APPLICANT SSSS Holdings, LLC 8668 John Hickman Pkwy, Suite 907 Frisco, Texas 75034 Telephone (248) 345-3818 Contact: Shiva Kondru

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

PD-94 Conceptual Plan



PLANNING



To: Planning & Zoning Commission Item No. 3h

From: Jerron Hicks, Planner

Through: David Hoover, AICP, Director of Development Services

Cc: Suzanne Porter, AICP, Planning Manager

Re: Replat for Westside Addition, Block A, Lot 18R

Meeting: June 17, 2025

Agenda Item:

Consider and act upon a request for a Replat of Westside Addition, Block A, Lot 18R, on 3.2± acres, located on the east side of FM 1385 and 1,100± feet north of University Drive. (DEVAPP-24-0133)

Future Land Use Plan:

The Future Land Use Plan designates this area as US Highway 380 District.

Zoning:

The property is zoned Planned Development-94 (Mixed Use).

Conformance:

The Replat conforms to the development standards of Planned Development-94.

Description of Agenda Item:

The purpose of the Replat is to dedicate easements necessary for the development of Lot 18R.

Companion Item:

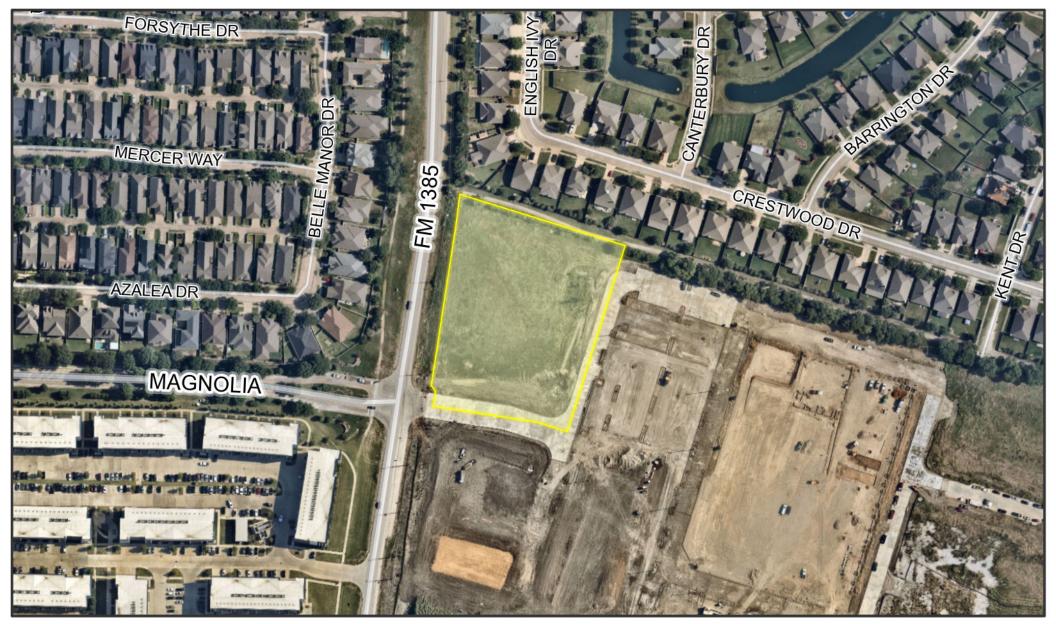
As companion items, the Site Plan (DEVAPP-24-0135) and Façade Plan (DEVAPP-24-0136) are on this Planning & Zoning Commission agenda.

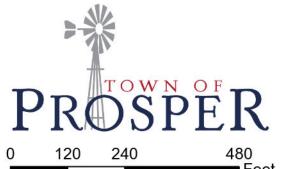
Attached Documents:

- 1. Location Map
- 2. Replat
- 3. Recorded Final Plat (DEVAPP-23-0033)

Town Staff Recommendation:

Town Staff recommends approval of the Replat.





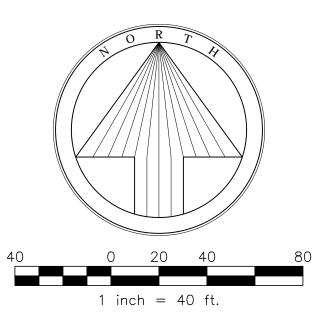


DEVAPP-24-0133

Westside Addition Block A Lot 18R

Replat

34



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

LEGEND						
0	1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED.					
IRF	IRON ROD FOUND					
CIRF	CAPPED IRON ROD FOUND					
CIRS	CAPPED IRON ROD SET					
СМ	CONTROL MONUMENT					
XF	STAMPED "X" FOUND					

	Line Table	9	Line Table			
Line #	Bearing Distance			Line #	Bearing	Distance
L1	N81°20'54"W	160.13'		L21	N17°14'36"E	10.00'
L2	N08°41'52"E	214.80'		L22	N53°41'52"E	66.47'
L3	S72°45'24"E	242.48'		L23	N53°41'52"E	67.69'
L4	N81°23'15"W	170.83		L24	S08°44'20"W	43.14'
L5	N08°41'52"E	217.50'		L25	S37°52'21"E	14.45'
L6	S72°45'38"E	201.19		L26	S08°44'20"W	331.67
L7	N04°22'24"E	8.66'		L27	N81°18'08"W	51.98'
L8	N85°37'36"W	10.00'		L28	N36°18'08"W	3.79'
L9	S04°22'24"W	10.00'		L29	N08°41'50"E	39.29'
L10	N81°18'11"W	10.16'		L30	N81°18'08"W	58.44
L11	S08°41'52"W	10.00'		L31	N36°18'08"W	16.21'
L12	S81°18'11"E	10.00'		L32	N08°41'50"E	29.69'
L13	N81°18'08"W	10.00'		L33	S72°46'47"E	10.00'
L14	S08°41'52"W	10.00'		L34	N17°13'13"E	10.00'
L15	S81°18'08"E	7.30'		L35	N72°46'47"W	10.00'
L16	N17°23'58"E	10.00'				
L17	N72°36'02"W	10.00'				
L18	S16°41'04"W	10.00'				

Curve Table										
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance					
C1	26.76	30.00'	51°06'06"	N51°01'07"W	25.88'					
C2	84.87	54.00'	90°02'46"	N36°19'31"W	76.40'					
С3	92.88'	54.00'	98°32'44"	N57°58'14"E	81.85'					
C4	42.60'	30.00'	81°22'08"	S57°55'41"W	39.11'					
C5	46.66	30.02	89°04'08"	N35°51'12"W	42.10'					
C6	48.00'	30.30'	90°45'59"	N59°48'21"E	43.14'					
C7	47.13'	30.00'	90°00'15"	S27°45'31"E	42.43'					

PURPOSE STATEMENT

4. No floodplain exists on the site.

L19 | S17°14'36"W | 10.00'

L20 | S72°45'24"E | 10.00'

The purpose of this Replat is to dedicate easements necessary for the development of

- 1. This plat was prepared without the benefit of a commitment for title insurance. No research was performed for any easements other than that shown on the record plat of this property. Therefore, easements, agreements, and other documents may exist that affect the subject property that are not shown on this revised conveyance plat.
- 2. Basis of bearing: Texas State Plane Coordinate System, North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
- 3. Selling a portion of this addition by metes and bounds is a violation of City ordinance and state law and is subject to fines and withholding of utilities and building permits.
- 5. All landscape easements must be exclusive of any other type of easement.

LANDSCAPE EASEMENT

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

GLENBROOKE ESTATES PHASE 1 POINT OF BEGINNING N: 7131921.4560 E: 2458631.0029 R=1210.00° D=3°02'05" L=64.09° 25' UTRWD Esmt. __ Doc. No. 2005-111421 CB=N 07°13'17" E Ex. 33' Landscape Easement | No. No 2025-68 PRDCT CD=64.08' 25' UTRWD Esmt. — Doc. No. 2004—151100 ROW Dedication Town of Prosper Inst. No. 2020-55 20' ROW Dedication Cab. V, Pg. 378 15' Water Esmt. Doc. No. 2020-55 (TO BE ABANDONED WITH THIS PLAT) Prop. 24' Firelane, Access . 10' Water-Esmt. -Prop. 10' Water Fsmt. 15' Water Esmt. and Utility Esmt. Doc. No. 2020-55 (TO BE ABANDONED (TO BE ABANDONED WITH THIS PLAT) WITH THIS PLAT) Prop. 10' Water Esmt.-Prop. 24' Firelane, Access, and Utility Esmt. Block A, Lot 18R 30' Firelane, Access, Westside Addition Drainage, & Utility Esmt. Doc. No. 2025-68 3.196 Acres (139,235 S.F.) Prop. 25' Landscape and Pedestrian Access Easement Prop. 10' Electric Esmt. Parcel P00084707 State of Texas ∼Prop. 10' Water Esmt. Prop. 10' Water Esmt. -(TO BE ABANDONED / Doc. No. 2025-68 WITH THIS PLAT) (TO BE ABANDONED N 37°52'21" W WITH THIS PLAT) Prop. 24' Firelane, Access, and Utility Esmt. Block A, Lot 1 WESTSIDE ADDITION N 08°44'20" E Doc. No. 2023-75543 15' Drainage Esmt. Ex. 10' Water Esmt Ex. 10' Water Esmit ∕ Doc. No. 2025-68 Doc. No. 2025-68 52' Firelane, Access, Drainage, & Utility Esmt. _ Doc. No. 2025-68 Block A, Lot 1 15' Sanitary Sewer Esmt. WESTSIDE ADDITION Doc. No. 2025-68 Doc. No. 2023-75543 N: 7131422.634 2458856.8267 FIRE LANE EASEMENT

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

ACCESS EASEMENT

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

TOWN APPROVAL

APPROVED THIS _____ DAY OF ____ the Planning & Zoning Commission of the Town of Prosper, Texas.

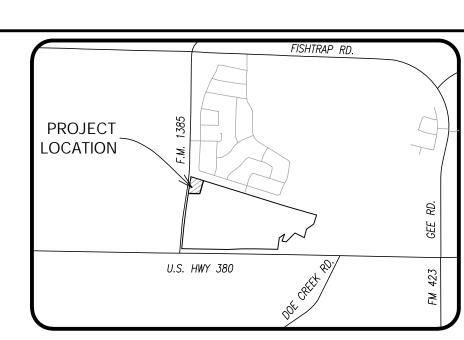
Town Secretary

Development Services Department

Engineering Department

OWNER / APPLICANT SSSS Holdings LLC 8668 John Hickman Parkway Suite 907 Frisco, Texas 75034 Telephone (248) 345-3818 Contact: Shiva Kondru

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



OWNER'S CERTIFICATE STATE OF TEXAS

COUNTY OF DENTON

LOCATION MAP

METES AND BOUNDS DESCRIPTION

Block A, Lot 18R

BEING a tract of land situated in the J. Gonzales Survey, Abstract No. 447, Town of Prosper, Denton County, Texas, being all of a tract conveyed to Block A, Lot 18, by plat recorded in Doc. No. 2023—74893 of the Plat Records, Denton County, Texas, with the subject tract being more particularly described as follows:

BEGINNING at a TXDOT 5/8" capped iron rod found at a point being the Northwest corner of the subject property, also being in the line of FM 1385, a variable width right-of-way;

THENCE S 72°45'37" E, 363.51 feet to a 5/8" capped iron rod set with "KHA" cap;

THENCE S 17°14'23" W, 409.48 feet to a 5/8" capped iron rod set with "KHA" cap;

THENCE N 72°45'20" W, 68.01 feet to a stamped "X" found;

THENCE N 81°18'08" W, 219.53 feet;

THENCE N 08°44'20" E, 32.39 feet, to a TXDOT 5/8" capped iron rod found;

THENCE N 37°52'21" W, 14.45 feet, to a TXDOT 5/8" capped iron rod found;

THENCE N 08°44'20" E, 342.44 feet, to a TXDOT 5/8" capped iron rod found;

THENCE around a tangent curve to the left having a central angle of $03^{\circ}02'05''$, a radius of 1210.00 feet, a chord of N $07^{\circ}13'17''$ E - 64.08 feet, an arc length of 64.09 feet to the POINT OF BEGINNING with the subject tract containing 139,235.2 square feet or 3.1964 acres of land.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT SSSS HOLDINGS, LLC, acting herein by and through its duly authorized officer, does hereby certify and adopt this plat designating the herein above described property as WESTSIDE ADDITION, BLOCK A, LOT 18R, an addition to the Town of Prosper, Texas, and does hereby dedicate, to the public use forever, the streets and alleys shown thereon. SSSS HOLDINGS, LLC, does herein certify the following:

2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.

3. The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated on this plat. 4. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the Town of Prosper.

5. The Town of Prosper is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and Town of Prosper's use thereof.

7. The Town of Prosper and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the said easements.

8. The Town of Prosper and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time

procuring permission from anyone.

9. All modifications to this document shall be by means of plat and approved by the Town of Prosper.

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

SSSS HOLDINGS, LLC

Witness our hands this ______ day of ______, 2025.

STATE OF TEXAS COUNTY OF DENTON

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

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

Notary Public, State of Texas

SURVEYOR'S CERTIFICATE

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

Dated this the _____, 2025.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

DARREN BROWN, R.P.L.S. NO. 5252

STATE OF TEXAS COUNTY OF DENTON §

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

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

Notary Public, State of Texas

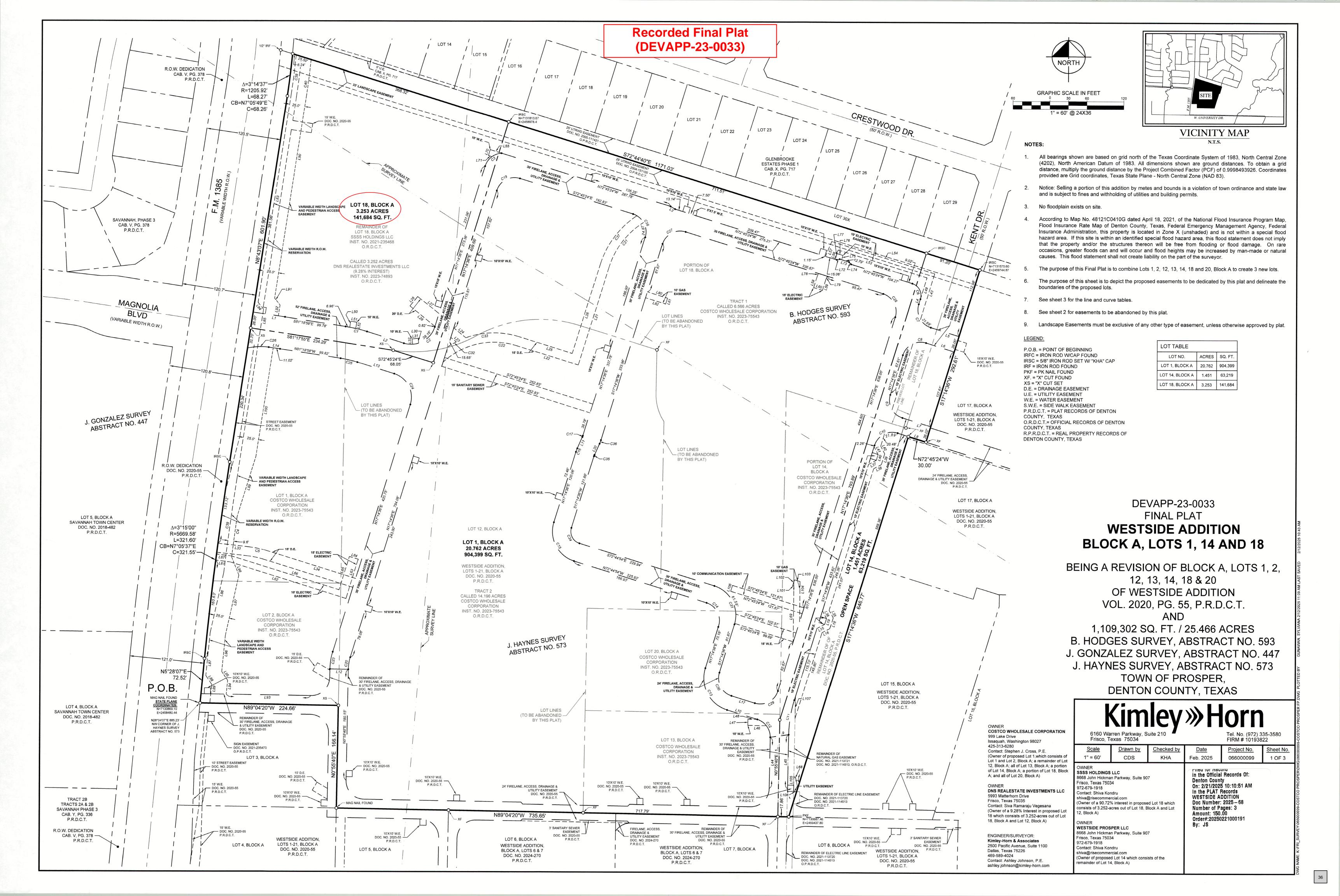
REPLAT

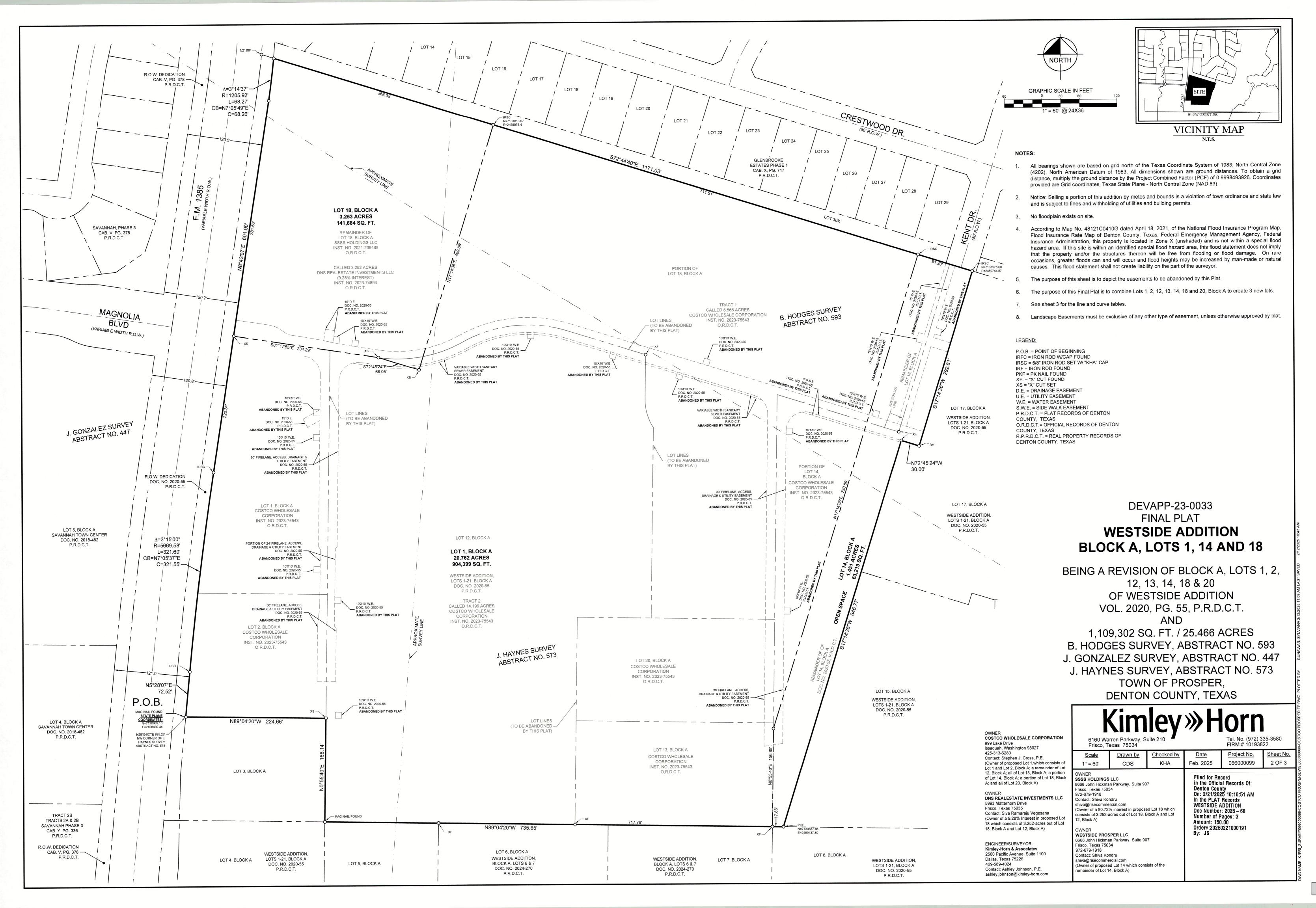
WESTSIDE ADDITION

BLOCK A, LOT 18R SITUATED IN THE J. GONZALES SURVEY, ABSTRACT NO. 447 IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS 139,235 Sq.Ft. / 3.196 Acres

Current Zoning: PD-94 Town Case No. DEVAPP-24-0133 Prepared Feb. 2025

Scale: 1" = 40' Oct-24 SEI Job No. 24-024





OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF COLLIN §

WHEREAS, WESTSIDE PROSPER LLC, SSSS HOLDINGS LLC, COSTCO WHOLESALE CORPORATION AND DNS REALESTATE INVESTMENTS LLC, are the owners of a tract of land situated in the B. Hodges, Abstract No. 593, J. Gonzalez Survey, Abstract No. 447 and the J. Haynes Survey, Abstract No. 573, Town of Prosper, Denton County. Texas and being all of Lots 1, 2, 12, 13, 14, 18 and 20, Block A of Westside Addition, an addition to the Town of Prosper, according to the Conveyance Plat recorded in Document No. 2020-55 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a mag nail found for the southwest corner of said Lot 2, common to the northwest corner of Lot 3, Block A of said Westside Addition, being on the easterly right-of-way line of Holt Avenue (F.M. 1385), a variable width

THENCE along the westerly line of said Lot 2, said Lot 1, said Lot 18 and the easterly right-of-way line of said Holt Avenue, the following:

North 05°28'07" East, a distance of 72.52 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 5,669.58 feet, a central angle of 03°15'00", and a chord bearing and distance of North 07°05'37" East, 321.55 feet;

In a northerly direction, with said tangent curve to the right, an arc distance of 321.60 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 08°43'07" East, a distance of 601.90 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 1,205.92 feet, a central angle of 03°14'37", and a chord bearing and distance of North 07°05'49" East, 68.26 feet;

In a northerly direction, with said tangent curve to the left, an arc distance of 68.27 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northwest corner of said Lot 18, common to the southwest corner of Lot 30X Block N of Glenbrooke Estates Phase 1, an addition to the Town of Prosper, according to the Final Plat recorded in Cabinet X, Page 717 of the Plat Records of Denton County, Texas:

THENCE South 72°44'40" East, departing the easterly right of way line of said Holt Avenue and along the northerly line of said Lot 18 and said Lot 14, and the southerly line of said Lot 30X and the southerly terminus of Kent Drive, a 50 foot wide right of way, as dedicated in said Glenbrooke Estates Phase 1, a distance of 1,171.03 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northeast corner of said Lot 14, common to the northwest corner of Lot 17, Block A of said Westside Addition:

THENCE departing the southerly terminus of said Kent Drive, and along the easterly line of said Lot 14 and the westerly line of said Lot 17 and Lot 15, Block A of said Westside Addition, the following:

South 17°14'36" West, a distance of 292.61 feet to an "X" cut found for corner:

North 72°45'24" West, a distance of 30.00 feet to "X" cut found for corner;

South 17°14'36" West, a distance of 646.77 feet to PK nail found for the most southerly southeast corner of said Lot 14, common to the southwest corner of said Lot 15, same being on the northerly line of Lot 8, Block A of said Westside Addition:

THENCE North 89°04'20" West, along the southerly lines of said Lot 14, said Lot 13 and said Lot 12, and along the northerly lines of said Lot 8, and Lots 5-7, Block A of said Westside Addition, a distance of 735.65 feet to mag nail found for the southerly most southwest corner of said Lot 12, common to the northwest corner of said Lot 5, the northeast corner of Lot 4, Block A of said Westside Addition, and the southwest corner of said Lot 3;

THENCE North 00°55'40" East, along the westerly line of said Lot 12 and the easterly line of said Lot 3, a distance of 166.14 feet to "X" cut set for the northeast corner of said Lot 3, common to the southeast corner of said Lot 2;

THENCE North 89°04'20" West, departing the westerly line of said Lot 12, and along the northerly line of said Lot 3 and the southerly line of said Lot 2, a distance of 224.66 feet to the POINT OF BEGINNING and containing 25.466 acres (1,109,302 square feet) of land, more or less.

L22 N72°45'24"W | 105.30' | L44 | N00°55'40"E | 83.22' | L66 | S72°45'24"E | 183.62' | L88 | S33°57'38"E |

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT WESTSIDE PROSPER LLC, SSSS HOLDINGS LLC, COSTCO WHOLESALE CORPORATION AND DNS REALESTATE INVESTMENTS LLC, acting herein by and through their duly authorized officers, do hereby certify and adopt this plat designating the herein above described property as WESTSIDE ADDITION, BLOCK A, LOTS 1, 14 AND 18, an addition to the Town of Prosper, and do hereby dedicate to the public use forever, the streets and alleys shown thereon. WESTSIDE PROSPER LLC, SSSS HOLDINGS LLC, COSTCO WHOLESALE CORPORATION AND DNS REALESTATE INVESTMENTS LLC, do hereby certify the following:

1. The streets and alleys are dedicated for street and alley purposes.

2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.

3. The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated

4. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the Town of Prosper.

5. The Town of Prosper is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.

6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and Town of Prosper's use thereof.

7. The Town of Prosper and public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.

8. The Town of Prosper and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

9. All modifications to this document shall be by means of plat and approved by the Town of Prosper.

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

ACCESS EASEMENT

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

The undersigned covenants and agrees that he (they) shall construct upon the fire lane easements, as dedicated and

shown hereon, a hard surface paved in accordance with Town standards and that he (they) shall maintain the same in

a state of poor repair at all times and keep the same free and clear of any structures, fenced trees, shrubs, or other

improvements or obstructions, including but not limited to the parking, loading, or unloading of motor vehicles, trailers, boats or other impediments to the access of fire apparatus. The maintenance of pavement in accordance to Town

FIRE LANE EASEMENT

otherwise approved on the plat.

standards of the fire lane easements is the responsibility of the owner, and the owner shall post and maintain signage in accordance to Town standards in conspicuous places along the fire lanes, stating "Fire Lane, No Parking". The police or their duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency uses. LANDSCAPE EASEMENTS The undersigned covenants and agrees that the landscape easement and restrictions herein set forth shall run with the land and be binding on the owner(s) of the property in this subdivision, their successors and assigns, and all parties claiming by, through and under them. In the event a Replat is requested on all or part of this property, the Town

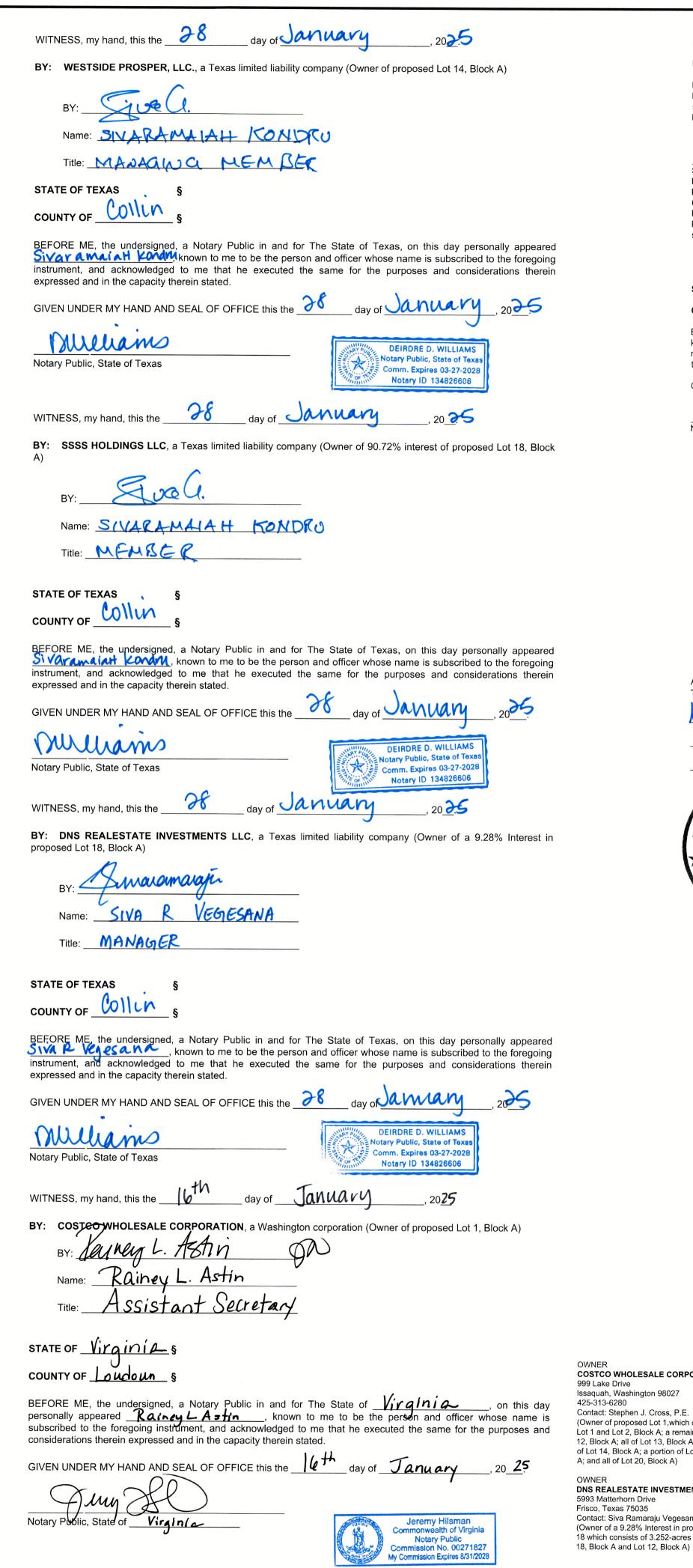
may require any similar or additional restrictions at its sole discretion. The sole responsibility for maintenance and replacement of landscape materials thereof shall be borne by any 'homeowners' association hereafter established for

the owners of lots in this subdivision and/or the owner of the individual lots within this subdivision. Such maintenance

and replacement shall be in conformance with the requirements, standards, and specifications of the Town of Prosper,

as presently in effect or as may be hereafter amended. This provision may be enforced by specific performance or by any other remedy allowed by law. This Landscape Easement shall be void of utilities and other elements unless

LIN	E TABLE		LIN	E TABLE		LINE	E TABLE		LINE	E TABLE		LINE	TABLE		CUI	RVE TABL	E				CUF	RVE TABL	.E			
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
L1	S81°17'55"E	52.01'	L23	N51°05'48"W	11.40'	L45	N00°55'40"E	88.14'	L67	S82°48'25"E	24.08'	L89	S05°32'43"W	30.72'	C1	8°32'31"	240.00'	35.78'	N77°01'39"W	35.75'	C21	40°32'07"	132.50'	93.74'	S37°30'40"W	91.80'
L2	S72°45'24"E	62.84'	L24	N51°05'48"W	25.32'	L46	N89°04'29"W	30.09'	L68	N44°04'20"W	13.43'	L90	S08°46'14"W	331.67'	C2	89°59'40"	40.00'	62.83'	N62°14'46"E	56.57'	C22	59°55'04"	122.50'	128.11'	S77°17'04"W	122.35'
L3	N59°16'37"W	8.58'	L25	N72°45'24"W	90.30'	L47	N00°55'31"E	10.00'	L69	N00°32'01"E	91.51'	L91	S37°50'27"E	14.45'	С3	68°57'38"	30.00'	36.11'	S51°43'25"W	33.97'	C23	16°18'56"	100.00'	28.48'	S09°05'08"W	28.38'
L4	N17°14'36"E	9.00'	L26	S17°14'36"W	151.50'	L48	S89°04'29"E	14.99'	L70	N17°14'23"E	10.00'	L92	S08°46'14"W	17.69'	C4	0°40'22"	5644.58'	66.27'	S07°30'46"W	66.27'	C24	90°00'00"	40.00'	62.83'	N27°45'24"W	56.57'
L5	S72°45'23"E	48.20'	L27	S51°05'48"E	44.19'	L49	N17°14'36"E	45.06'	L71	N72°45'37"W	6.03'	L93	S89°04'20"E	137.48'	C5	10°49'25"	147.50'	27.86'	N78°10'06"W	27.82'	C25	5°35'25"	188.00'	18.34'	N75°33'06"W	18.34'
L6	S72°45'23"E	48.20'	L28	N38°54'12"E	20.00'	L50	N09°20'30"E	9.86'	L72	N77°14'36"E	5.00'	L94	S05°32'43"W	22.63'	C6	90°00'00"	20.00'	31.42'	N27°45'24"W	28.28'	C26	19°40'19"	100.00'	34.33'	S87°23'45"W	34.17'
L7	N72°45'23"W	48.20'	L29	N51°05'48"W	52.14'	L51	S80°39'30"E	10.00'	L73	S72°45'24"E	16.00'	L95	S33°57'38"E	17.29'	C7	89°59'59"	30.00'	47.12'	S27°45'23"E	42.43'	C27	90°00'00"	30.00'	47.12'	S62°14'36"W	42.43'
L8	S72°45'23"E	48.20'	L30	S06°40'22"E	7.82'	L52	S09°20'30"W	10.25'	L74	S42°45'24"E	5.00'	L96	S05°32'43"W	59.13'	C8	90°00'00"	30.00'	47.12'	S62°14'37"W	42.43'	C28	90°00'00"	30.00'	47.12'	N27°45'24"W	42.43'
L9	N81°36'37"E	30.40'	L31	N83°19'38"E	10.00'	L53	N72°44'40"W	151.42'	L75	S17°14'36"W	7.50'	L97	S12°29'09"W	99.83'	C9	89°59'59"	30.00'	47.12'	S27°45'23"E	42.43'	C29	90°00'00"	30.00'	47.12'	N62°14'36"E	42.43'
L10	S72°45'24"E	51.52'	L32	N06°40'22"W	8.55'	L54	S72°44'40"E	175.60'	L76	S72°45'24"E	10.00'	L98	S21°59'23"E	31.84'	C10	90°00'01"	30.00'	47.12'	S62°14'37"W	42.43'	C30	90°00'00"	30.00'	47.12'	S27°45'24"E	42.43'
L11	S24°12'05"W	19.92'	L33	N83°34'48"W	50.57'	L55	S72°45'37"E	19.26'	L77	N17°14'36"E	10.00'	L99	S17°14'36"W	102.29'	C11	16°18'56"	200.00'	56.95'	S09°05'08"W	56.76'	C31	89°59'25"	50.00'	78.53'	N27°45'06"W	70.70'
L12	N89°04'20"W	30.00'	L34	N72°45'24"W	153.43'	L56	S22°16'13"W	16.09'	L78	S22°16'13"W	5.42'	L100	S08°46'14"W	178.87'	C12	73°41'04"	30.00'	38.58'	N35°54'52"W	35.98'	C32	6°30'07"	137.50'	15.60'	S60°03'32"W	15.60'
L13	N72°45'24"W	62.84'	L35	N27°45'24"W	14.14'	L57	N22°16'13"E	26.13'	L79	S22°16'13"W	6.08'	L101	N72°45'37"W	2.03'	C13	90°00'00"	54.00'	84.82'	S27°45'24"E	76.37'	C33	36°51'13"	137.50'	88.44'	S88°49'00"W	86.93'
L14	N81°17'55"W	18.49'	L36	N27°45'24"W	14.14'	L58	N17°14'23"E	18.96'	L80	S72°45'24"E	34.17'	L102	S17°14'23"W	10.00'	C14	93°03'21"	30.08'	48.85'	N26°09'32"W	43.65'	C34	90°00'00"	20.00'	31.42'	S27°45'24"E	28.28'
L15	N62°14'36"E	14.14'	L37	N62°14'36"E	14.15'	L59	S17°14'23"W	18.30'	L81	N17°14'36"E	10.00'	L103	N72°45'37"W	9.47'	C15	90°00'00"	50.00'	78.54'	S27°45'24"E	70.71'	C35	6°57'28"	20.00'	2.43'	S20°43'21"W	2.43'
L16	N62°14'36"E	14.14'	L38	N62°14'36"E	14.15'	L60	S72°45'38"E	15.00'	L82	N72°45'24"W	34.17'	L104	N00°32'01"E	65.64'	C16	6°57'28"	50.00'	6.07'	S20°43'21"W	6.07'	C36	6°57'28"	50.00'	6.07'	N20°43'21"E	6.07'
L17	S72°45'24"E	39.67'	L39	N17°14'36"E	18.28'	L61	S82°48'25"E	23.20'	L83	S08°46'14"W	342.44'	L105	S00°56'55"W	24.67'	C17	6°57'28"	20.00'	2.43'	N20°43'21"E	2.43'	C37	39°12'32"	147.50'	100.94'	S36°50'53"W	98.98'
L18	N17°14'36"E	18.28'	L40	N17°14'36"E	10.00'	L62	S72°45'24"E	197.75'	L84	S37°50'27"E	14.45'	L106	N17°14'36"E	10.00'	C18	90°00'00"	30.00'	47.12'	N27°45'24"W	42.43'	C38	3°00'35"	1210.00'	63.56'	N07°15'57"E	63.56'
L19	N17°14'36"E	10.00'	L41	N27°45'24"W	14.14'	L63	S17°14'36"W	66.46'	L85	S08°46'14"W	278.04'	L107	S00°56'55"W	35.64'	C19	90°00'00"	30.00'	47.12'	S62°14'36"W	42.43'	C39	1°57'40"	4504.50'	154.18'	S07°47'24"W	154.17'
L20	S24°12'05"W	19.92'	L42	N27°45'24"W	14.14'	L64	N72°45'24"W	15.00'	L86	S12°29'09"W	100.10'	L108	S89°03'05"E	5.06'	C20	16°18'56"	70.00'	19.93'	S09°05'08"W	19.87'	C40	2°46'27"	1235.00'	59.79'	N07°23'01"E	59.79'
L21	S17°14'36"W	166.50'	L43	N17°14'36"E	77.36'	L65	S17°14'36"W	56.46'	L87	S05°32'43"W	69.62'															J



SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

I, Sylviana Gunawan, a Registered Professional Land Surveyor in the State of Texas, do hereby declare that I have prepared this plat from an actual on the ground survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with Subdivision Regulations of the Town of Prosper, Texas.

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



STATE OF TEXAS § COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Sylviana Gunawan, known to me to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that she executed the same for the purpose and considerations therein expressed and in the capacity

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of January 20 25

NOTARY PUBLIC in and for the STATE OF TEXAS



CERTIFICATE OF APPROVAL

Approved this 16th day of May, 2023 by the Planning & Zoning Commission of the Town of Prosper, Texas.

lichell un Silvani Town Secretary

Engineering Department

Juzanne Frita

DEVAPP-23-0033

FINAL PLAT

Development Services Department

WESTSIDE ADDITION **BLOCK A, LOTS 1, 14 AND 18**

BEING A REVISION OF BLOCK A, LOTS 1, 2, 12, 13, 14, 18 & 20 OF WESTSIDE ADDITION VOL. 2020, PG. 55, P.R.D.C.T.

AND 1,109,302 SQ. FT. / 25,466 ACRES B. HODGES SURVEY, ABSTRACT NO. 593 J. GONZALEZ SURVEY, ABSTRACT NO. 447 J. HAYNES SURVEY, ABSTRACT NO. 573 TOWN OF PROSPER.

DENTON COUNTY, TEXAS

COSTCO WHOLESALE CORPORATION

Issaguah, Washington 98027 425-313-6280 Contact: Stephen J. Cross, P.E. (Owner of proposed Lot 1, which consists of Lot 1 and Lot 2, Block A; a remainder of Lot 12, Block A; all of Lot 13, Block A; a portion of Lot 14, Block A; a portion of Lot 18, Block A; and all of Lot 20, Block A)

DNS REALESTATE INVESTMENTS LLC 5993 Matterhorn Drive Frisco, Texas 75035 Contact: Siva Ramaraju Vegesana (Owner of a 9.28% Interest in proposed Lot 18 which consists of 3.252-acres out of Lot

ENGINEER/SURVEYOR: Kimley-Horn & Associates 2500 Pacific Avenue, Suite 1100 Dallas, Texas 75226 469-589-4024 Contact: Ashley Johnson, P.E. ashley.johnson@kimley-horn.com Frisco, Texas 75034 FIRM # 10193822 <u>Date</u> Project No. CDS KHA Jan. 2025 066000099 3 OF 3

in the Official Records Of:

Denton County On: 2/21/2025 10:10:51 AM

In the PLAT Records

WESTSIDE ADDITION

Number of Pages: 3 Amount: 150.00

Bv: JS

Doc Number: 2025 - 68

Order#:20250221000191

8668 John Hickman Parkway, Suite 907 risco. Texas 75034 72-679-1918 ontact: Shiva Kondru hiva@risecommercial.com Owner of a 90.72% interest in proposed Lot 18 which Insists of 3.252-acres out of Lot 18, Block A and Lot , Block A)

SSSS HOLDINGS LLC

WESTSIDE PROSPER LLC 8668 John Hickman Parkway, Suite 907 Frisco, Texas 75034 972-679-1918

Contact: Shiva Kondru hiva@risecommercial.com (Owner of proposed Lot 14 which consists of the

emainder of Lot 14, Block A)

PLANNING



To: Planning & Zoning Commission Item No. 3i

From: Jerron Hicks, Planner

Through: David Hoover, AICP, Director of Development Services

Cc: Suzanne Porter, AICP, Planning Manager

Re: Façade Plan for Westside Addition, Block A, Lot 18R

Meeting: June 17, 2025

Agenda Item:

Consider and act upon a request for a Façade Plan for Restaurant/Retail Buildings on Westside Addition, Block A, Lot 18R, on 3.2± acres, located on the east side of FM 1385 and 1,100± feet north of University Drive. (DEVAPP-24-0136)

Future Land Use Plan:

The Future Land Use Plan designates this area as US Highway 380 District.

Zoning:

The property is zoned Planned Development-94 (Mixed Use).

Conformance:

The Façade Plan conforms to the development standards of Planned Development-94 and the Development Agreement for this location.

Description of Agenda Item:

Per Planned Development-94, Façade Plans are required to be approved by the Planning & Zoning Commission. The Façade Plan shows exterior elevations of the two restaurant/retail buildings that are proposed on the subject property.

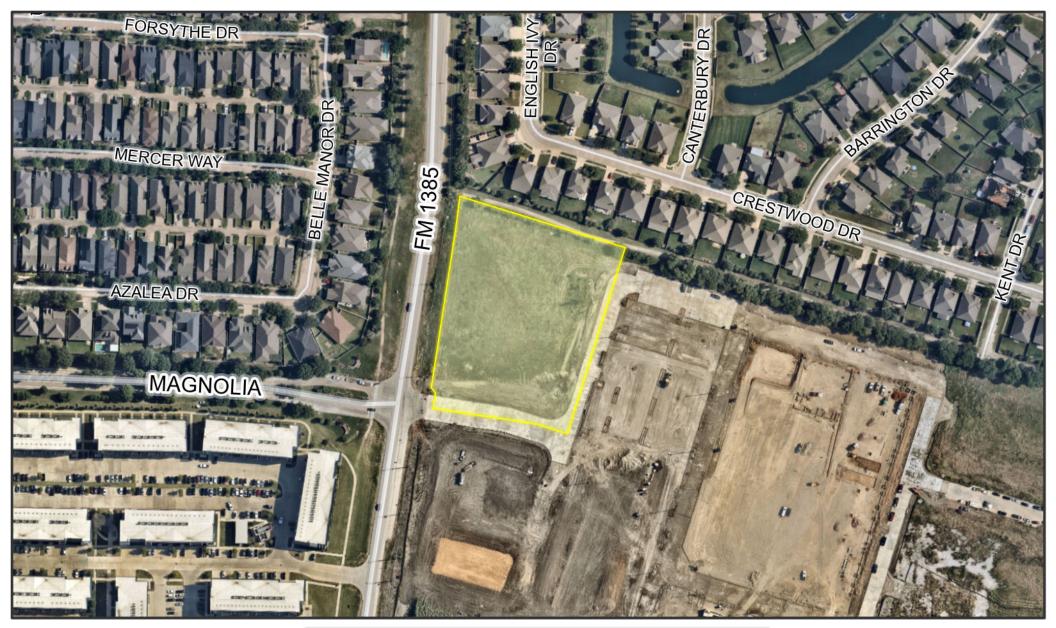
As companion items, Site Plan (DEVAPP-24-0135) and Replat (DEVAPP-24-0133) are on this Planning & Zoning Commission agenda.

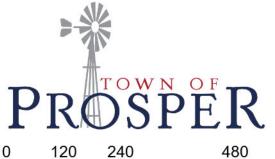
Attached Documents:

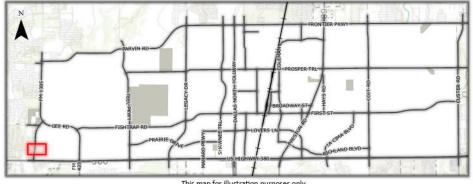
- 1. Location Map
- 2. Façade Plan

Town Staff Recommendation:

Town Staff recommends approval of the Façade Plan.







DEVAPP-24-0136

Westside Addition Block A Lot 18R

Facade Plan

MATERIALS AND CALCULATIONS

WEST TOTAL FACADE: 3,325 SF DOORS/GLAZING: 980 SF NET FACADE: 2,245 SF 100% MASONRY (STONE): 543 SF 24% MASONRY (BRICK): 1,407 SF 63% TOTAL MASONRY: 87%

AWNINGS AND CORNICE: 295 SF 13%

SOUTH

TOTAL FACADE: 1,772 SF DOORS/GLAZING: 200 SF NET FACADE: 1,572 SF 100% MASONRY (STONE): 338 SF 21% MASONRY (BRICK): 999 SF 64% TOTAL MASONRY: 85% AWNINGS, STUCCO AND CORNICE: 235 SF 15%

EAST TOTAL FACADE: 3,113 SF DOORS/GLAZING: 122 SF NET FACADE: 2,991 SF 100% MASONRY (STONE): 785 SF 26% MASONRY (BRICK): 2,061 SF 69% TOTAL MASONRY: 95% AWNINGS AND CORNICE: 145 SF 5%

NORTH TOTAL FACADE: 1,870 SF DOORS/GLAZING: 426 SF NET FACADE: 1,444 SF 100% MASONRY (STONE): 309 SF 21% MASONRY (BRICK): 920 SF 64% TOTAL MASONRY: 85% AWNINGS, STUCCO AND CORNICE: 215 SF 15%

TOTAL FACADE: 10,080 SF **TOTAL DOORS/GLAZING:** 1,728 SF **NET FACADE: TOTAL MASONRY:**

All signage areas and locations are subject to approval by the Building Inspections Division.

• Windows shall have a maximum exterior visible reflectivity of ten (10) percent.

8,352 SF 100%

7,462 SF 89% **TOTAL AWNINGS AND CORNICE:**

890 SF 11% Mezger Enterprises

Lueders Limestone Color: Buff Split-face. Size/Pattern: random chopped, mortar set ledgestone

Color: Capitol Ironspot, Finish: Velour, Size: King

Sherwin Williams SW7017 Dorian Gray (cornice) Sherwin Williams SW7030 Anew Gray (coordinate with B-1)

MATERIALS

Color: Silver Creek, Size: king

Color: Augusta, Size: king

Acme Brick/Yankee Hill

Acme Brick

Acme Brick

Sherwin Williams SW7019 Gauntlet Gray (coordinate with B-2) Sherwin Williams SW7069 Iron Ore (coordinate with B-3) Sherwin Williams SW7067 Cityscape (MA-2 frames) Sherwin Williams SW6993 Black of Night (MA-1 frames)

Materials and colors subject to change based on availability. Substituted color to remain in a

STEEL FRAME (PAINTED)

PREFINISHED METAL GATES

Berridge Manufacturing Company / Color: Charcoal

Berridge Manufacturing Company / Color: Matte Black

Berridge Manufacturing Company / Color: Matte Black

MA-2 Berridge Manufacturing Company / Color: Leadcote

PREFINISHED METAL
PM-1 Berridge Manufacturing Company Color: Charcoal

ALUMINUM STOREFRONT SYSTEM Black Anodized

ROOFTOP EQUIPEMNT LOCATION MAY VARY PENDING TENANT SEE SHEET 2 FOR SCREENING 135'-0" NOTE: ARTICULATION DIMENSIONS MAY VARY DURING DESIGN DEVELOPMENT PROCESS. BRICK PATTERNING CORNICE (B-1) 26'-0"AFF BRICK PATTERNING CORNICE (B-3) 27'-0" AFF METAL COPING (MC-2) BRICK MASONRY(B-1) METAL COPING (MC-2) BRICK MASONRY (B-3) STONE VENEER (ST-1) PROJECTED FLAT AWNING (MA-2) STOREFRONT (AS-1) BRICK MASONRY (B-3) BRICK MASONRY(B-1 01 WEST ELEVATION STOREFRONT (AS-1) PROJECTED SLOPED AWNING (MA-1) OVER STONE VENEER (S-1) 77'-1" **ROOFTOP EQUIPEMNT** PLAN PROFILE **ROOFTOP EQUIPEMNT** LOCATION MAY VARY PENDING TENANT LOCATION MAY VARY PENDING TENANT SEE SHEET 2 FOR SCREENING SEE SHEET 2 FOR SCREENING

BRICK PATTERNING CORNICE (B-2) **FRONT** BRICK MASONRY PREFINISHED METAL CAP **PROJECTED** REAR FLAT AWNING (MA-2) TRASH ENCLOSURE ELEVATIONS

NOTE: ARTICULATION DIMENSIONS MAY VARY DURING DESIGN DEVELOPMENT PROCESS. NOTE: ARTICULATION DIMENSIONS MAY VARY DURING DESIGN DEVELOPMENT PROCESS. BRICK PATTERNING CORNICE (B-2) BRICK PATTERNING CORNICE (B-3) BRICK MASONRY (B-2) -PROJECTED FLAT AWNING (MA-2) **SCONCE** BRICK MASONRY (B-3) - STOREFRONT (AS-1) PROJECTED SLOPED AWNING (MA-1) OVER STONE VENEER (S-1)

03 SOUTH ELEVATION 02 NORTH ELEVATION **ROOFTOP EQUIPEMNT** LOCATION MAY VARY PENDING TENANT 49'-0" 62'-0" BRICK MASONRY (B-2) BRICK PATTERNING CORNICE (B-2) 22'-6" AFF METAL COPING (MC-2) BRICK MASONRY (B-2) - BRICK ACCENT (B-2) PROJECTED SLOPED AWNING (MA-1) STONE VENEER (ST-1) BRICK MASONRY (B-3 STONE VENEER (ST-1) 04 EAST ELEVATION

DOUBLE DUMPSTER

BRICK ACCENT (B-2)

TRASH ENCLOSURE PLAN

scale: 3/32" = -1'-0" when printed 24×36

ARCHITECT Hodges Architecture PLLC 13642 Omega Road Dallas, Texas 75244 Telephone: (972) 387-1000 **Contact: Gerald Luecke**

SSSS Holdings LLC 8668 John Hickman Parkway Frisco, Texas 75034 Telephone (248) 345-3818 Contact: Shiva Kondru

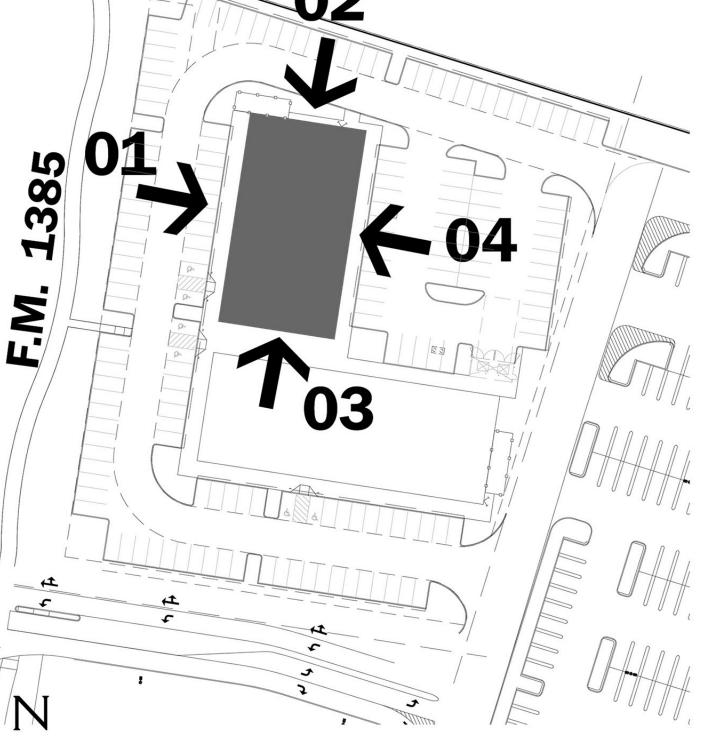
ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100 Plano, TX 75075 Telephone: (972) 422-0077 TBPELS No. F-2121 and No. F-10043100 Contact: Karis Smith

GENERAL NOTES:

- This Façade Plan is for conceptual purposes only. All building plans require review and approval from the Building Inspections Division.
- All mechanical equipment shall be screened from public view. Rooftop mounted equipment shall be screened Any deviation from the approved Façade Plan will require re-approval by the Town of Prosper.
- by a parapet wall or screening wall. Screening walls shall be the specifications of the Zoning Ordinance.
- When permitted, exposed utility boxes and conduits shall be painted to match the building.

1385

UNIVERSITY DRIVE (US 380) SITE AREA KEY



ELEVATION SITE KEY

FACADE PLAN

WESTSIDE ADDITION

BLOCK A, LOT 18R

SITUATED IN THE J. GONZALES SURVEY, ABSTRACT NO. 447 IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS 139,235 Sq.Ft. / 3.196 Acres

Current Zoning: PD-94 Town Case No. DEVAPP-24-0136 Prepared March 2025

HODGES Architecture

Designs & materials shown are preliminary to express design intent only, and are subject to change. Final design will be based upon actual building configuration, colors and material availability

LOT 18 R north of US380 and FM1385 WESTSIDE PROSPER TEXAS

24065 tws 052025

MATERIALS AND CALCULATIONS

WEST	SOUTH	EAST	NORTH
TOTAL FACADE: 1,828 SF DOORS/GLAZING: 595 SF NET FACADE: 1,233 SF 100%		NET FACADE. 1,243 01 100 %	TOTAL FACADE: 4,352 SF DOORS/GLAZING: 320 SF NET FACADE: 4,032 SF 100%
MASONRY (STONE): 316 SF 26% MASONRY (BRICK): 804 SF 65% TOTAL MASONRY: 91%	MASONRY (BRICK): 2,228 SF 65% TOTAL MASONRY: 85%		MASONRY (STONE): 830 SF 21% MASONRY (BRICK): 2,597 SF 64% TOTAL MASONRY: 85%
AWNINGS AND CORNICE: 113 SF 9%	AWNINGS AND CORNICE: 470 SF 15%	AWNINGS AND CORNICE: 175 SF 14%	AWNINGS AND CORNICE: 605 SF 15%

TOTAL FACADE: 12,550 SF TOTAL DOORS/GLAZING: 2,904 SF **NET FACADE:**

TOTAL AWNINGS AND CORNICE:

ROOFTOP EQUIPEMNT

LOCATION MAY VARY PENDING TENANT

9,646 SF 100% 8,283 SF 86% **TOTAL MASONRY:**

1,363 SF 14%

Acme Brick/Yankee Hill Color: Capitol Ironspot, Finish: Velour, Size: King

Lueders Limestone Color: Buff Split-face, Size/Pattern: random chopped, mortar set ledgestone

Sherwin Williams SW7017 Dorian Gray (cornice) Sherwin Williams SW7030 Anew Gray (coordinate with B-1) Sherwin Williams SW7019 Gauntlet Gray (coordinate with B-2) Sherwin Williams SW7069 Iron Ore (coordinate with B-3)

Materials and colors subject to change based on availability. Substituted color to remain in a

<u>ALUMINUM STOREFRONT SYSTEM</u> Black Anodized

GENERAL NOTES:

- This Façade Plan is for conceptual purposes only. All building plans require review and approval from the
- All mechanical equipment shall be screened from public view. Rooftop mounted equipment shall be screened of the Any deviation from the approved Façade Plan will require re-approval by the Town of Prosper.
- by a parapet wall or screening wall. Screening walls shall be the specifications of the Zoning Ordinance.
- When permitted, exposed utility boxes and conduits shall be painted to match the building.

 All signage areas and locations are subject to approval by the Building Inspections Division. Building Inspections Division.

• Windows shall have a maximum exterior visible reflectivity of ten (10) percent.

SEE SHEET 2 FOR SCREENING 185'-0" NOTE: ARTICULATION DIMENSIONS MAY VARY DURING DESIGN DEVELOPMENT PROCESS. METAL COPING (MC-2 BRICK PATTERNING CORNICE (I BRICK PATTERNING CORNICE (B-3) BRICK PATTERNING CORNIC (B-1) ARTICULATED CORNICE (P-1 BRICK MASONRY (B-3) STONE VENEER (ST-1) BRICK MASONRY (B-2) PROJECTED SLOPED AWNING (MA-1) SOUTH ELEVATION **ROOFTOP EQUIPEMNT** LOCATION MAY VARY PENDING TENANT SEE SHEET 2 FOR SCREENING 24'-6" | 8'-3" | 5'-0" NOTE: ARTICULATION DIMENSIONS MAY VARY DURING DESIGN DEVELOPMENT PROCESS LOCATION MAY VARY PENDING TENANT BRICK PATTERNING CORNICE (B-2) NOTE: ARTICULATION DIMENSIONS MAY VARY DURING DESIGN DEVELOPMENT PROCESS BRICK PATTERNING CORNICE (B-3) 24'-0" AFF METAL COPING (MC-1) 24'-0" AFF STONE VENEER (ST-1) BRICK MASONRY (B-2) BRICK MASONRY (B-3) BRICK MASONRY (B-1 PROJECTED FLAT AWNING (MA-2) 02 WEST ELEVATION 03 EAST ELEVATION **ROOFTOP EQUIPEMNT** LOCATION MAY VARY PENDING TENANT PROFILE PLAN SEE SHEET 2 FOR SCREENING 51'-7" 24'-0" 16'-0" NOTE: ARTIQULATION DIMENSIONS MAY VARY DURING DESIGN DEVELOPMENT PROCESS. METAL COPING (MC-1) 26'-0" AFF BRICK PATTERNING CORNICE (B-2) BRICK MASONRY (B-2) 24'-0" AFF 24'-0" AFF BRICK PATTERNING CORNICE (B-2) 22'-6" AFF 22'-6" AFF METAL COPING (MC-1) STONE VENEER (ST-1) -BRICK MASONRY (B-2) -BRICK MASONRY (B-3)

04 NORTH ELEVATION



Designs & materials shown are preliminary to express design intent only, and are subject to change. Final design will be based upon actual building configuration, colors and material availability

north of US380 and FM1385 VVESTSIDE PROSPER TEXAS

MATERIALS

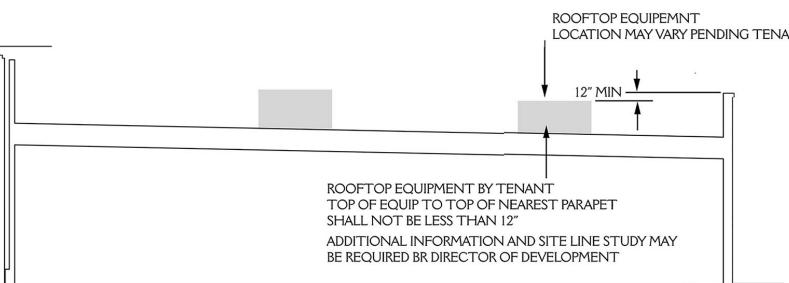
Color: Silver Creek, Size: king Acme Brick

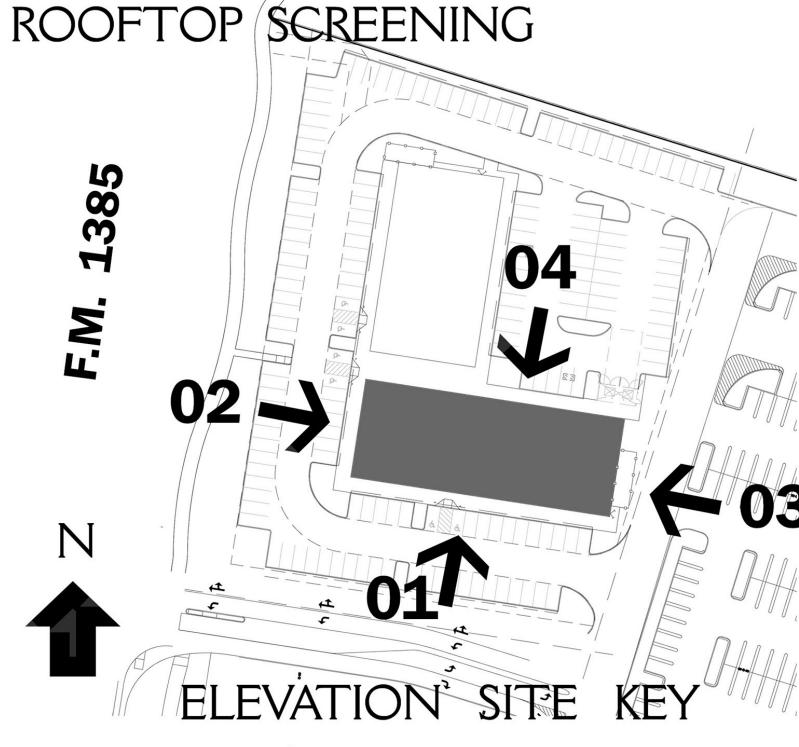
Color: Augusta, Size: king

Sherwin Williams SW7067 Cityscape (MA-2 frames) Sherwin Williams SW6993 Black of Night (MA-1 frames)

similar color palette.

Berridge Manufacturing Company / Color: Charcoal MC-2 Berridge Manufacturing Company / Color: Matte Black Berridge Manufacturing Company / Color: Matte Black Berridge Manufacturing Company / Color: Leadcote PREFINISHED METAL
PM-1 Berridge Manufacturing Company Color: Charcoal **UNIVERSITY DRIVE (US 380)** AREA KEY SITE **ROOFTOP EQUIPEMNT** LOCATION MAY VARY PENDING TENANT





FACADE PLAN

WESTSIDE ADDITION

BLOCK A, LOT 18R

SITUATED IN THE J. GONZALES SURVEY, ABSTRACT NO. 447 IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS

139,235 Sq.Ft. / 3.196 Acres **Current Zoning: PD-94** Town Case No. DEVAPP-24-0136

Prepared March 2025

ARCHITECT Hodges Architecture PLLC

13642 Omega Road Dallas, Texas 75244 Telephone: (972) 387-1000 **Contact: Gerald Luecke**

scale: 3/32'' = -1'-0'' when printed 24×36

Frisco, Texas 75034

Contact: Shiva Kondru

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

PLANNING



To: Planning & Zoning Commission Item No. 3j

From: Dakari Hill, Senior Planner

Through: David Hoover, AICP, Director of Development Services

Cc: Suzanne Porter, AICP, Planning Manager

Re: Lot Frontage Waiver for Victory at Frontier, Block A, Lots 3 & 9

Meeting: June 17, 2025

Agenda Item:

Consider and act upon a request for a Waiver for Lot Frontage on Victory at Frontier, Block A, Lots 3 and 9, on 13.3± acres, located on the south side of Frontier Parkway and 345± feet west of Preston Road. (WAIV-25-0001)

Description of Agenda Item:

The proposed Preliminary Site Plan shows four lots with two of the lots, Lots 3 and 9, not having frontage onto public right-of-way. In Article 10.03, Section 137 (§ 10.03.137) of the Town's Subdivision Ordinance, it is acknowledged that certain nonresidential developments may contain lots that cannot achieve access to a public street and allows for Town Council to grant a waiver if adequate access including required fire lanes are provided through dedicated public access easements from a public street. A subdivision waiver to regulations within the Subdivision Ordinance may be approved only when, in the decision-maker's opinion, undue hardship will result from strict compliance to the regulations.

The following criterion should be considered when evaluating a waiver request:

- The nature of the proposed land use involved and existing uses of the land in the vicinity.
- The number of persons who will reside or work in the proposed development.
- The effect such subdivision waiver might have upon traffic conditions and upon the public health, safety, convenience and welfare in the vicinity.

The following findings should be presented when evaluating a waiver request:

- That there are special circumstances or conditions affecting the land involved or other
 physical conditions of the property such that the strict application of the provisions of this
 subdivision ordinance would deprive the applicant of the reasonable use of his or her
 land.
- That the subdivision waiver is necessary for the preservation and enjoyment of a substantial property right of the applicant, and that the granting of the subdivision waiver will not be detrimental to the public health, safety or welfare or injurious to other property in the area
- That the granting of the subdivision waiver will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this subdivision ordinance.

Additionally, waivers should meet the minimum degree of variation of requirements necessary to meet the objective of the applicant requesting the waiver and should not violate or conflict with any other valid ordinance, code, regulation, master plan or Comprehensive Plan of the town.

Access:

Access is provided from Frontier Parkway by internal cross access via a proposed fire lane, access, drainage and utility easements.

Companion Item:

As companion items, the Preliminary Site Plan (DEVAPP-25-0014) and Revised Conveyance Plat (DEVAPP-24-0015) are on this Planning & Zoning Commission agenda.

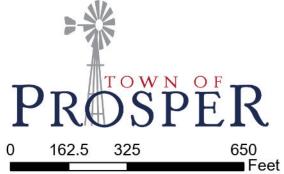
Attachments:

- 1. Location Map
- 2. Waiver Request Letter
- 3. Preliminary Site Plan
- 4. Revised Conveyance Plat

Town Staff Recommendation:

Town Staff recommends approval of the Lot Frontage Waiver.







WAIV-25-0001

Victory at Frontier, Block A, Lots 3 & 9

Lot Frontage Waiver



06/05/2025

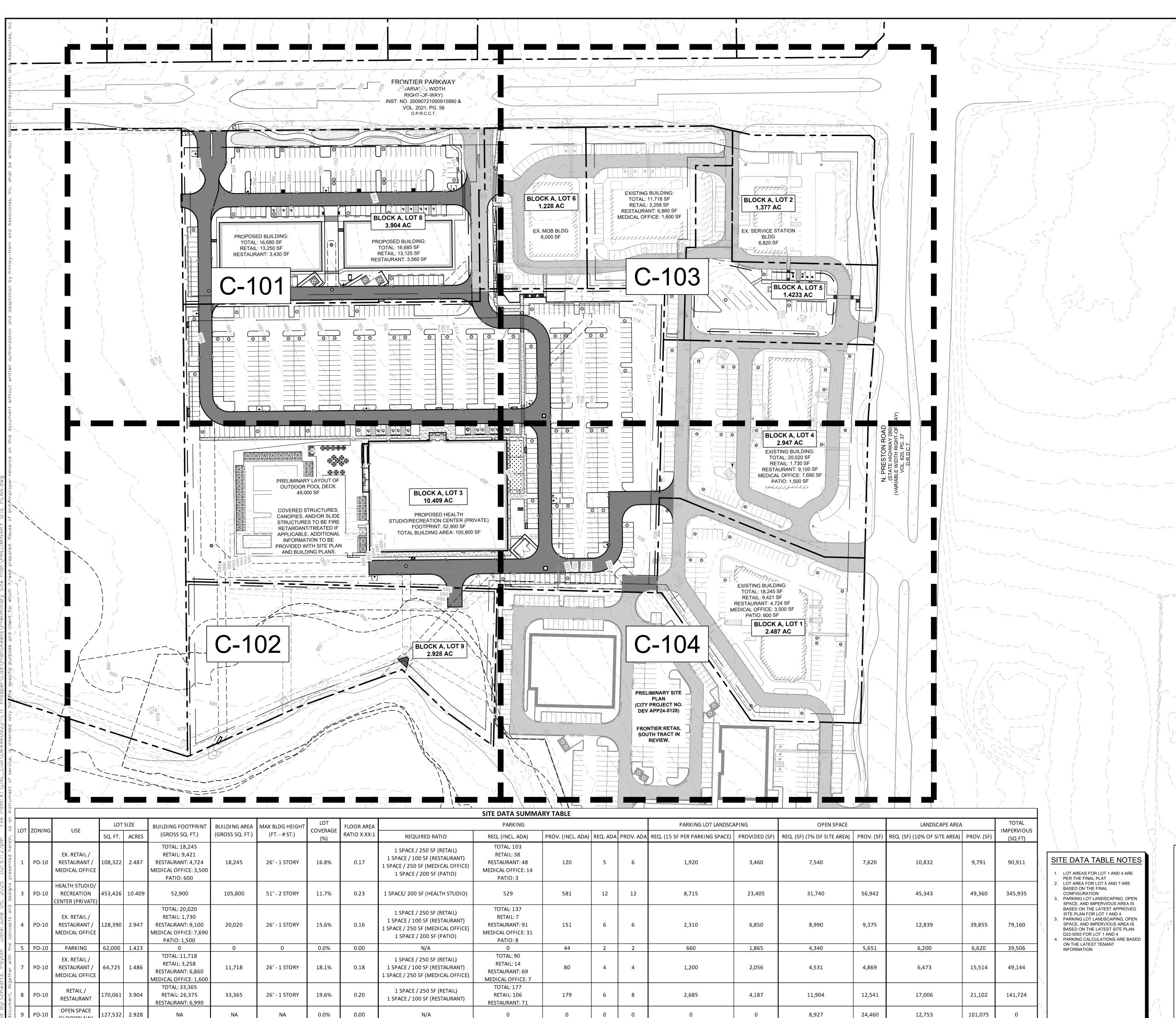
ATTN: Town of Prosper Development Services Department 250 W. First Street Prosper, TX 75078

RE: Life Time – Waiver Request

Proposal:

In conjunction with the Preliminary Site Plan application for Lot 3, Block A of the Victory Frontier Development, located at the southwest corner of Frontier Parkway and N. Preston Road, Life Time is also seeking a waiver for lot frontage. Life Time is proposing to develop on the southern portion of Lot 3, Block A within the Victory at Frontier development. Life Time is proposing to construct a 115,000 square foot, two-story health and fitness facility on 10.409 acres, known as Lot 3, Block A as depicted in the attached Conveyance Plat.

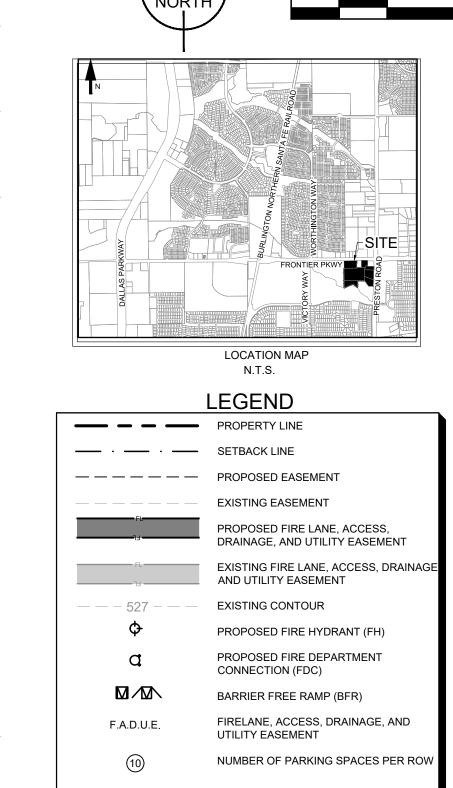
The location of the proposed Life Time does not have the required lot frontage per the Town of Prosper Zoning Code. As part of the Preliminary Site Plan review, Life Time requests a formal waiver from this requirement for both Lot 3, Block A as well as Lot 9, Block A of the overall 17.241 acres. The proposed Lot 3, Block A will have multiple access points from Frontier Parkway and N. Preston Road. Lot 9, Block A will have access granted through Lot 3. These accesses will be formalized with recorded access easements on final plats. The site's size, depth, and placement within a larger overall development has led to this request.



0.0%

(FLOODPLAIN)

N/A



GRAPHIC SCALE IN FEET

NOTES

EXISTING POWER POLE EXISTING FIRE HYDRANT

EXISTING STORM MANHOLE

EXISTING SIGN

PROPOSED BUILDING

EXISTING BUILDING

EXISTING SANITARY SEWER MANHOLE

- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED. 3. PAVEMENT SECTIONS SHOWN FOR REFERENCE ONLY. SEE GEOTECH FOR
- DETAILS. 4. CONTRACTOR TO ADJUST EXISTING SANITARY SEWER MANHOLES, ELECTRICAL
- MANHOLES, FIRE HYDRANTS, VALVE BOXES, WATER METERS, ETC. TO MATCH PROPOSED FINISHED GRADES IF NECESSARY. . APPLICANT SHALL COMPLY WITH CITY ORDINANCE, CHAPTER 6, HEALTH AND ENVIRONMENT, ARTICLE III, SOLID WASTE; SECT 6-51 TO 6-80.
- APPLICANT SHALL COMPLY WITH ALL IRRIGATION REGULATIONS IN V.T.C.A. ADMINISTRATIVE CODE TITLE 30, CHAPTER 344 RULES ESTABLISHED BY THE STATE OF TEXAS; AND REQUIREMENTS FOR IRRIGATION DESIGN AND WATER CONSERVATION SET IN THE ALLEN LAND DEVELOPMENT CODE SECTION 7.05.6, AND THE CITY OF ALLEN WATER CONSERVATION AND DROUGHT CONTINGENCY
- AND EMERGENCY RESPONSE PLAN PROPOSED BUILDING SHALL COMPLY WITH THE ZONING ORDINANCE REQUIREMENTS FOR PROJECTIONS AND RECESSES; FINAL LAYOUT OF BUILDING SHOWING COMPLIANCE WILL BE SUBMITTED WITH SITE PLAN(S).

TOWN OF PROSPER SITE PLAN NOTES

- ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS. . LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN
- 3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER I. 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. 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. B. 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.

TOWN OF PROSPER CASE NO. DEVAPP-25-0014

PRELIMINARY SITE PLAN VICTORY AT FRONTIER LOT 1, 3, 4, 5, 7, 8, & 9, BLOCK A

TOWN OF PROSPER, COLLIN COUNTY, TEXAS SUBMITTED JUNE 05, 2025

VICTORY AT FRONTIER LLC, ROC-A-FELLA LLC, & LUCKY 7 RETAIL LLC 2911 TURTLE CREEK BLVD, SUITE 700 DALLAS, TX 75219

PH (972) 770-1300

PH. (972) 707-9555 CONTACT: TONY RAMJI

DEVELOPER LIFE TIME 2099 CORPORATE PLACE CHANHASSEN, MN 55317 PH. (952) 401-2405

CONTACT: NATALIE NYE

24,460

13455 NOEL ROAD

CONTACT: NEDA HOSSEINY, P.E.

ENGINEER / SURVEYOR / APPLICANT: KIMLEY-HORN & ASSOCIATES, INC. TWO GALLERIA OFFICE TOWER,

SUITE 700 DALLAS, TEXAS 75240

SHEET NUMBER

S

PRELIMINAR'

FOR REVIEW ONLY NOT FOR

CONSTRUCTION OR PERMIT

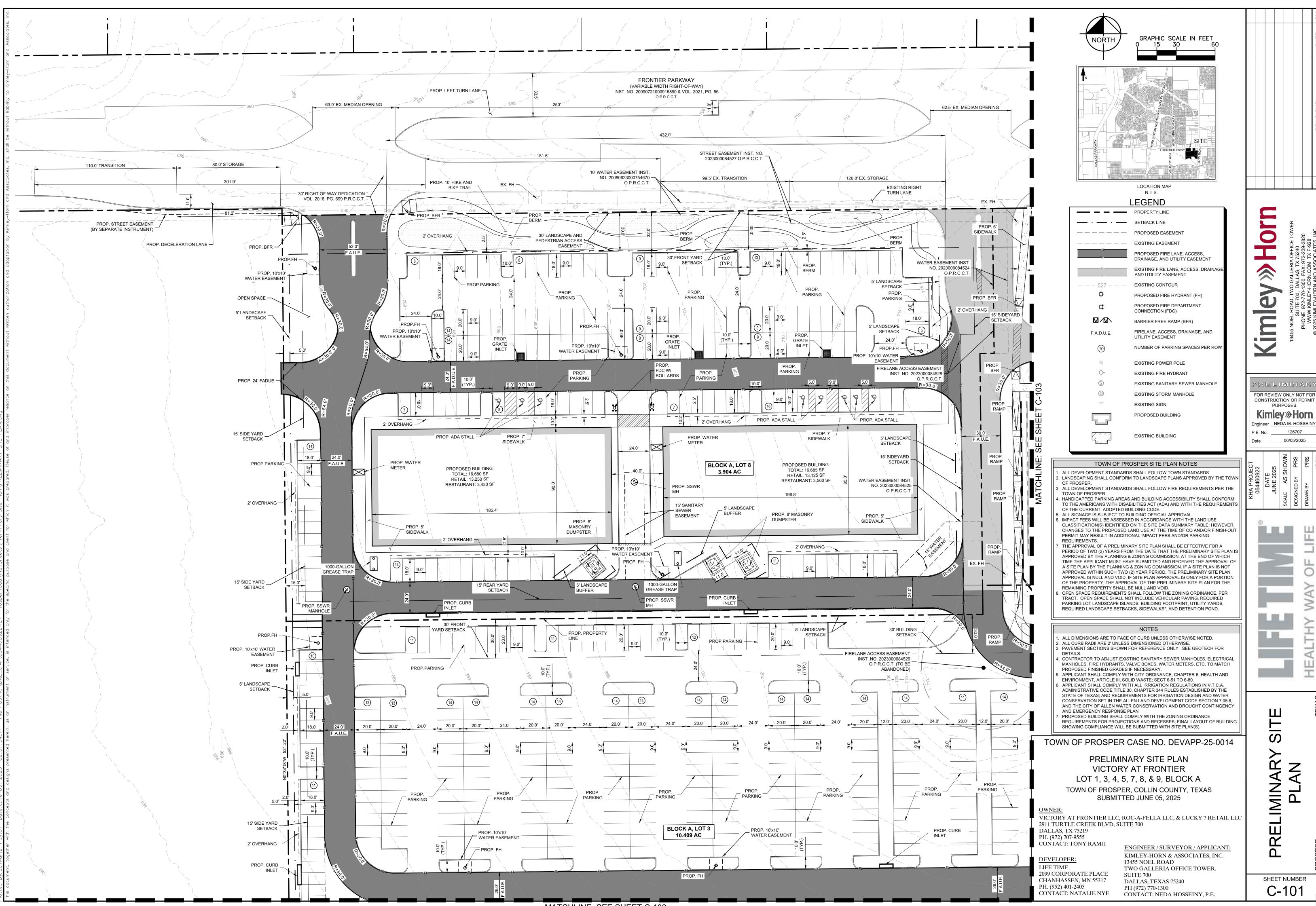
PURPOSES.

Kimlev»Horn

Engineer NEDA M. HOSSEIN

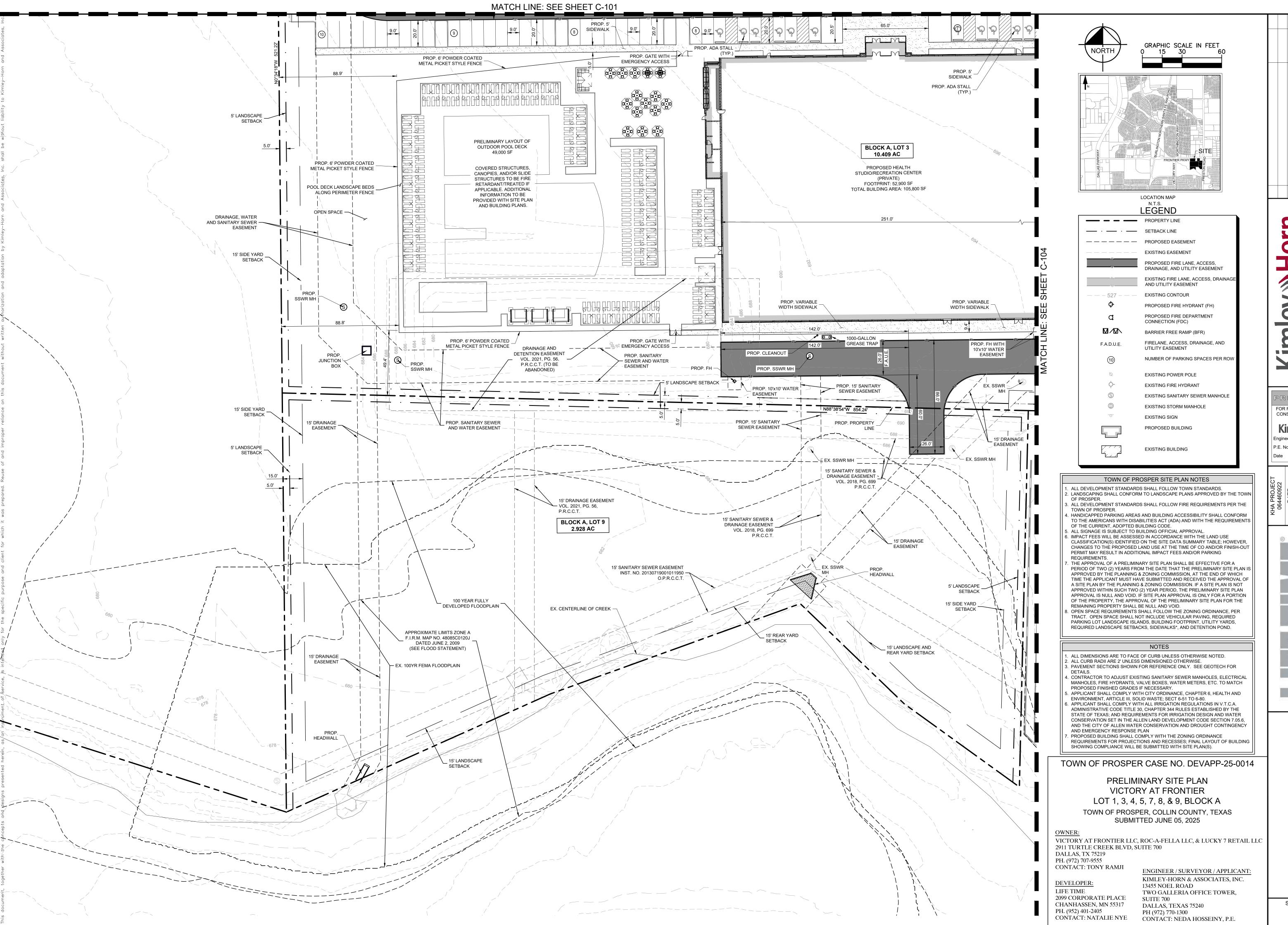
06/05/2025

P.E. No. _____126707



MATCHLINE: SEE SHEET C-102

SHEET NUMBER C-101

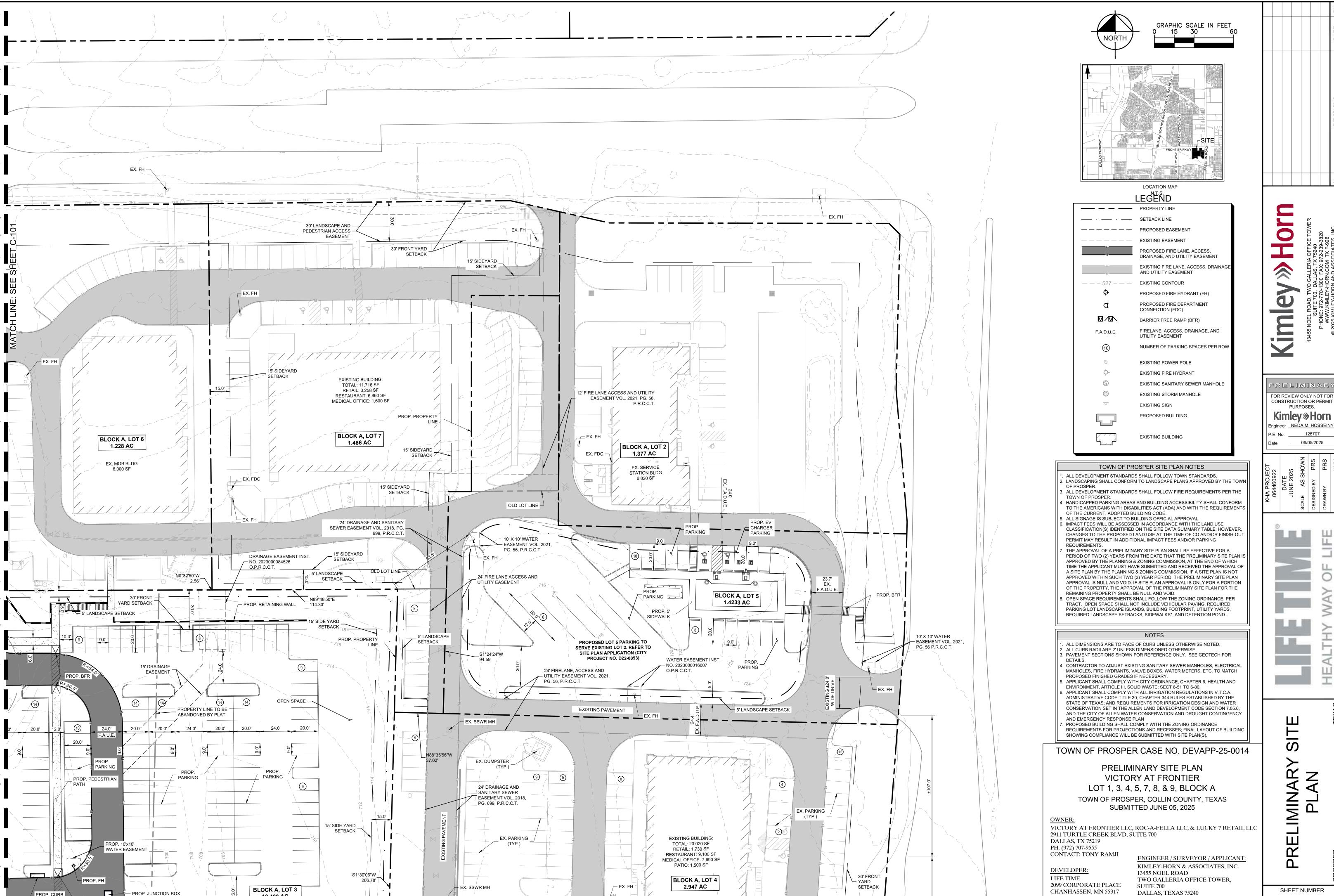


PRELIMINAR' FOR REVIEW ONLY NOT FOR **CONSTRUCTION OR PERMIT** PURPOSES. Kimley»Horn Engineer NEDA M. HOSSEINY

P.E. No. <u>126707</u> 06/05/2025

S

SHEET NUMBER



MATCH LINE: SEE SHEET C-104

EX. FH

10.409 AC

PROP. BFR

PURPOSES.

06/05/2025

S 山 Ω

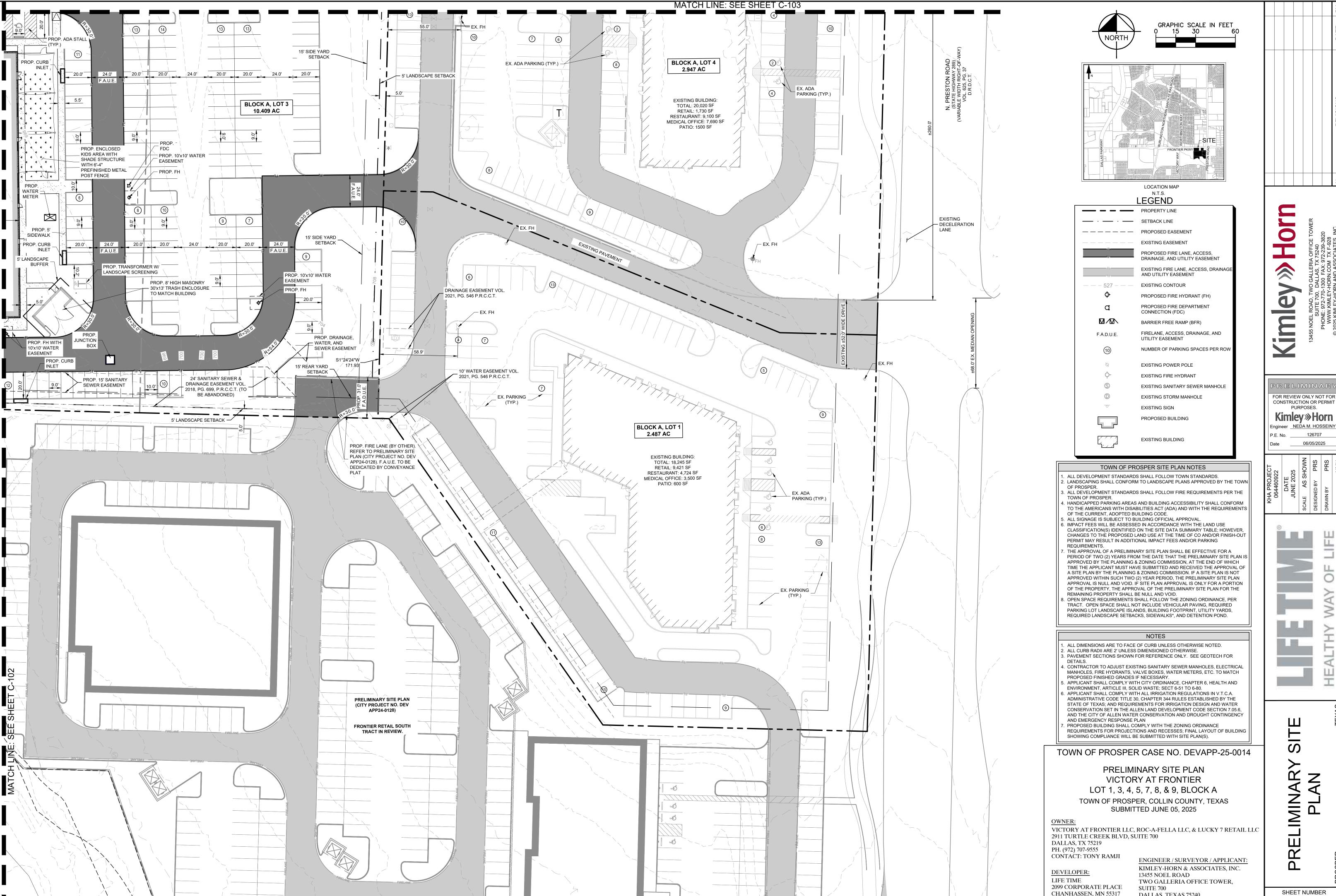
SHEET NUMBER C-103

PH. (952) 401-2405

CONTACT: NATALIE NYE

PH (972) 770-1300

CONTACT: NEDA HOSSEINY, P.E.



PH. (952) 401-2405 CONTACT: NATALIE NYE CONTACT: NEDA HOSSEINY, P.E.

DALLAS, TEXAS 75240 PH (972) 770-1300

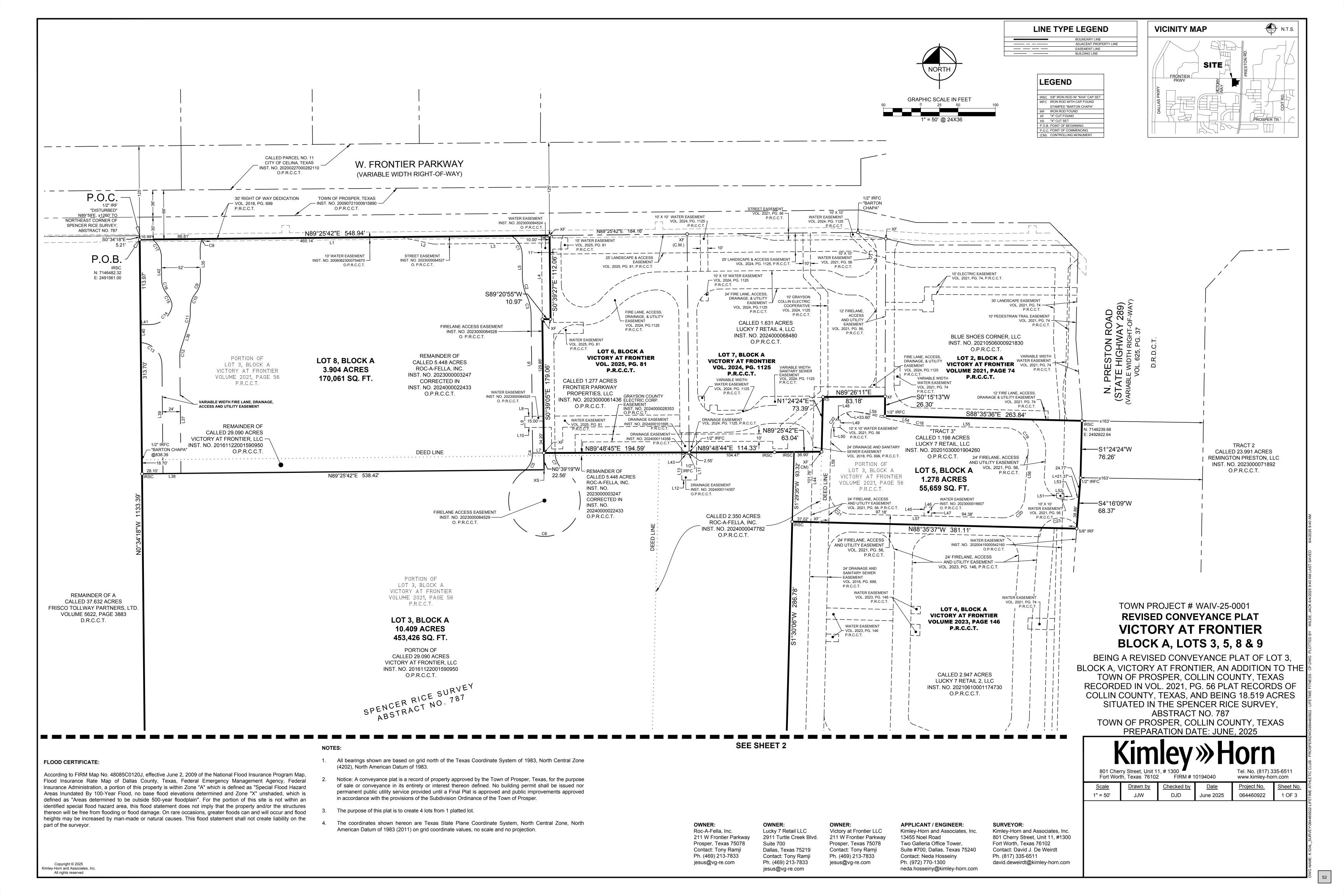
Ш

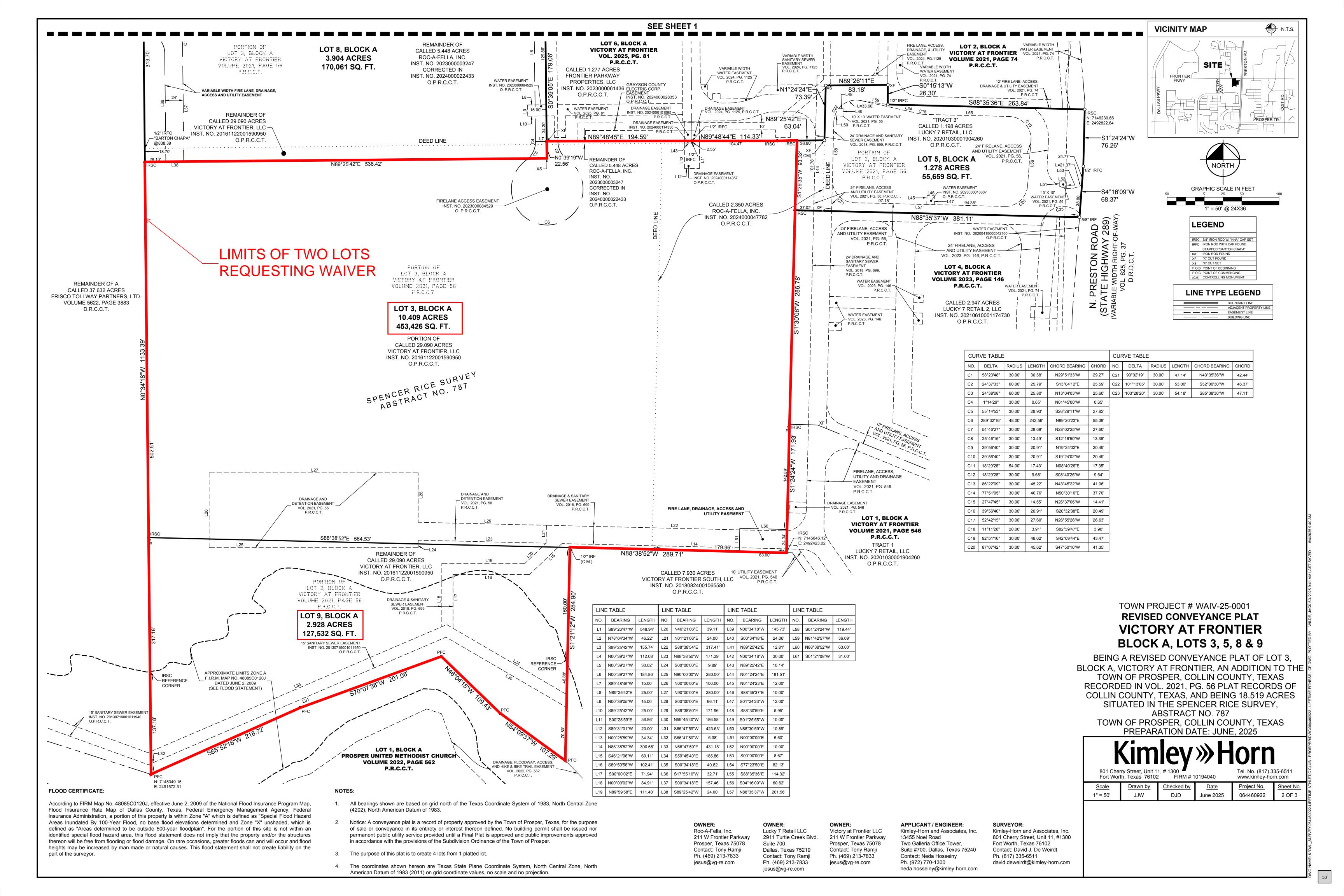
S

SHEET NUMBER

PURPOSES.

06/05/2025





WHEREAS VICTORY AT FRONTIER LLC, ROC-A-FELLA, INC., and LUCKY 7 RETAIL, LLC, are the owners of a tract of land situated in the Spencer Rice Survey, Abstract No. 787, Collin County, Texas, and being a portion of Lot 3, Block A of Victory at Frontier, an addition to the Town of Prosper according to the plat thereof recorded in Volume 2021, Page 56, Plat Records, Collin County, Texas, and being a portion of a called 29.090 acre tract of land as described in the Special Warranty Deed to Victory Frontier, LLC, recorded in Instrument No. 20161122001590950, Official Public Records, Collin County, Texas, a portion of a called 5.448 acre tract of land described in the Special Warranty Deed to Roc-A-Fella, Inc., recorded in Instrument No. 2023000003247, as corrected in Instrument No. 2024000022433, Official Public Records, Collin County, Texas, all of a called 2.350 acre tract of land described in the Special Warranty Deed to Roc-A-Fella, Inc., recorded in Instrument No. 2024000047782, Official Public Records, Collin County, Texas, and all of that called 1.198 acre tract of land described as "Tract 3" in the Special Warranty Deed to Lucky 7 Retail LLC, recorded in Instrument No. 20201030001904260, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found (disturbed) for the northwest corner of said Lot 3, Block A and being in the east line of a called 37.632 acre tract of land described in the Special Warranty Deed with Vendor's Lien to Frisco Tollway Partners, LTD., recorded in Volume 5622, Page 3883, Deed Records, Collin County, Texas, and being the south right-of-way line of West Frontier Parkway (a variable width public right-of-way);

THENCE South 00°34'18" East with the east line of said 37.632 acre tract, a distance of 5.21 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the northwest corner of said 5.448 acre tract;

THENCE North 89°25'42" East with said south right-of-way line, a distance of 548.94 feet to an "X" cut found for the northwest corner of Lot 6, Block A of Victory at Frontier, an addition to the Town of Prosper, according to the plat thereof recorded in Volume 2025, Page 81, Plat Records, Collin County, Texas;

THENCE with the west line of said Lot 6, Block A, the following courses and distances:

South 00°39'27" East, a distance of 112.06 feet to an "X" cut found for corner;

South 89°20'55" West, a distance of 10.97 feet to an "X" cut found for corner; South 00°39'05" East, a distance of 179.06 feet to a an "X" cut found for the southwest corner of said Lot 6, Block A;

THENCE North 89°48'45" East with the south line of said Lot 6, Block A, a distance of 194.59 feet to a 1/2-inch iron rod with plastic cap stamped "BARTON CHAPA" found for the southeast corner of said Lot 6, Block A, same being the southwest corner of Lot 7, Block A of Victory at Frontier, an addition to the Town of Prosper, according to the plat thereof recorded in Volume 2024, Page 1125. Plat Records. Collin County. Texas:

THENCE with the common line of said Lot 7, Block A and said 2.350 acre tract, the following courses and distances:

North 89°48'44" East, a distance of 114.33 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner; North 89°25'42" East, a distance of 63.04 feet to an "X" cut found for the northeast corner of said 2.350 acres and being in the west line of said "Tract 3";

THENCE with the common line of said Lot 7, Block A, and said "Tract 3", the following courses and distances:

North 01°24'24" East, a distance of 73.39 to an "X" cut set for corner

North 89°26'11" East, a distance of 83.18 to an "X" cut found for the most easterly southeast corner of Lot 7, Block A, and being in the west line of Lot 2, Block A of Victory at Frontier, an addition to the Town of Prosper according to the plat thereof recorded in Volume 2021, Page 74, Plat Records, Collin County, Texas;

THENCE with the common line of said Lot 2, Block A, and said "Tract 3", the following courses and distances:

South 00°15'13" West, a distance of 26.30 feet to a 1/2-inch iron rod found for the southwest corner of said Lot 2, Block A; South 88°35'36" East, a distance of 263.84 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the southeast corner of said Lot 2, Block A, and being in the west right-of-way line of N. Preston Road (State Highway 289, a variable width right-of-way),

THENCE with the west right-of-way line of said N. Preston Road, the following courses and distances:

South 01°24'24" West, a distance of 76.26 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner; South 04°16'09" West, a distance of 68.37 feet to a 5/8-inch iron rod found for the northeast corner of Lot 4, Block A of Victory at Frontier, an addition to the Town of Prosper, according to the plat thereof recorded in Volume 2023, Page 146, Plat Records, Collin County, Texas;

THENCE with the north line of said Lot 4, Block A, North 88°35'37" West, a distance of 381.11 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the northwest corner of said Lot 4, Block A, and being in the east line of said 2.350 acre tract:

THENCE South 01°30'06" West with the common line of said Lot 4, Block A, and said 2.350 acre tract, a distance of 286.78 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the southwest corner of said Lot 4, Block A, and being the northwest corner of Lot 1, Block A of Victory at Frontier, an addition to the Town of Prosper, according to the plat thereof recorded in Volume 2021, Page 546, Plat Records, Collin County, Texas;

THENCE South 01°24'24" West with the common line of said Lot 1, Block A, and said 2.350 acre tract, a distance of 171.93 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for a southeast corner of said Lot 3, Block A, the southeast corner said 2.350 acre tract, the southwest corner of said Lot 1, Block A, and being in the north line of a called 7.930 acre tract of land described in the Special Warranty Deed with Vendor's Lien, to Victory At Frontier South, LLC., recorded in Instrument No. 20180824001065580, Official Public Records, Collin County, Texas;

THENCE North 88°38'52" West with the common line of said Lot 3, Block A and said 7.930 acre tract, passing at a distance of 179.96 feet, the southwest corner of said 2.350 acre tract, continuing in all a distance of 289.71 feet to a 1/2-inch iron rod found for the northwest corner of said 7.930 acre tract;

THENCE continuing with the common line of said Lot 3, Block A, and said 7.930 acre tract, South 01°21'12" West, passing at a distance of 150.00 feet, a 5/8-inch iron rod with red plastic cap stamped "KHA" set for reference, continuing in all a distance of 284.90 feet to a point for corner in the north line of Lot 1, Block A, of Prosper United Methodist Church, an addition to the Town of Prosper, according to the plat thereof recorded in Volume 2022, Page 562, Plat Records, Collin County Texas;

THENCE with the common line of said Lot 3, Block A and said Lot 1, Block A, the following courses and distances:

North 54°09'37" West, a distance of 107.29 feet to a point for corner;

North 46°04'15" West, a distance of 109.43 feet to a point for corner;

South 70°07'38" West, a distance of 201.06 feet to a point for corner;

South 65°52'16" West, a distance of 218.72 feet to a point for the southwest corner of said Lot 3, Block A, and being the southeast corner of the aforementioned 37.632 acre tract;

THENCE North 00°34'18" West with the common line of said Lot 3, Block A and said 37.632 acre tract, passing at a distance of 137.18 feet, a 5/8-inch iron rod with red plastic cap stamped "KHA" set for reference, passing at a distance of 838.39 feet, a 1/2-inch iron rod with plastic cap stamped "BARTON CHAPA" found for the northwest corner of the aforementioned 29.090 acre tract and the southwest corner of the aforementioned 5.448 acre tract, continuing along the common line of said Lot 3, Block A and said 37.632 acre tract, in all a distance of 1,133.39 feet to the POINT OF BEGINNING and containing a computed area of 806,677 square feet or 18.519 acres of land.

OWNERS CERTIFICATE STATE OF TEXAS COUNTY OF COLLIN §

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

THAT, VICTORY AT FRONTIER, LLC, ROC-A-FELLA, INC., and LUCKY 7 RETAIL, LCC, acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as VICTORY AT FRONTIER, BLOCK A, LOTS 3, 5, 8 & 9, an addition to the Town of Prosper, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. The VICTORY AT FRONTIER, LLC, ROC-A-FELLA, INC., and LUCKY 7 RETAIL, **LLC**, do hereby certify the following:

- The streets and alleys are dedicated for street and alley purposes.
- All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances. The easements and public use areas, as shown are dedicated for the public use forever for the purposes indicated on this
- No building, fences, trees, shrubs, or other improvements or growth shall be constructed or placed upon, over or across
- the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the Town of Prosper. The Town of Prosper is not responsible for replacing any improvements in, under, or over any easements caused by
- maintenance or repair. 6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by the public utilities being subordinate to the
- public's and Town of Prosper's use thereof. 7. The Town of Prosper and public utilities shall have the right to remove and keep removed all or part of any building, fences,
- trees, shrubs, or other improvements or growths which may in any was endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements. 8. The Town of Prosper and public utilities shall at all times have the full right of ingress and egress to or from their respective
- easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
- 9. All modifications to this document shall be by means of plat and approved by the Town of Prosper.
- 10. For lots adjacent to a Floodplain Only:

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

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

WITNESS, my hand, this _____ day of _____, 2025

VICTORY AT FRONTIER, LLC

Authorized Signature

Printer Name and Title

STATE OF COUNTY OF

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of ______, 2025

Notary Public, State of Texas

ROC-A-FELLA, INC

Authorized Signature

Printer Name and Title

STATE OF **COUNTY OF**

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of ___

Notary Public, State of Texas

LUCKY 7 RETAIL, LLC

Authorized Signature

Printer Name and Title

STATE OF COUNTY OF

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of ______, 2025

Notary Public, State of Texas

DRAINAGE AND DETENTION EASEMENT

This plat is hereby adopted by the Owners and approved by the Town of Prosper (Called "Town") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns: The Portion of Block A, as shown on the plat is called "Drainage and Detention Easement". The Drainage and Detention Easement within the limits of this addition, will remain accessible at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The Town will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No construction of any type of building, fence or any other structure within the Drainage and Detention Easement, as herein above defined shall be permitted, unless approved by the Town Engineer. Provided, however, it is understood that in the event it becomes necessary for the Town to erect or consider erecting any type if drainage structure in order to improve the storm drainage that may be occasions by drainage in or adjacent to the subdivision, then in such event, the Town shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall jeep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the Town shall have the right or ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The Town shall not be held liable for any damages of any nature resulting from the failure of any structure of structures, within the Easement.

ACCESS EASEMENT

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

FIRE LANE EASEMENT

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

SURVEYOR'S CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS: That I, David J. De Weirdt, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulation of the Town of Prosper, Texas. Dated this _____ day of ______, 2025

PRELIMINARY

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

David J. De Weirdt Registered Professional Land Surveyor No. 5066 Kimley-Horn and Associates, Inc. 801 Cherry Street, Unit 11, #1300 Fort Worth, Texas 76102 (817) 335-6511 dave.deweirdt@kimley-horn.com

STATE OF TEXAS COUNTY OF TARRANT §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of ______, 2025

Notary Public, State of Texas

CERTIFICATE OF APPROVAL

Approved this day of _, 2025 by the Planning & Zoning Commission of the Town of Prosper, Texas.

Town of Secretary

Engineering Department

Development Services Department

TOWN PROJECT # WAIV-25-0001

REVISED CONVEYANCE PLAT VICTORY AT FRONTIER **BLOCK A, LOTS 3, 5, 8 & 9**

BEING A REVISED CONVEYANCE PLAT OF LOT 3, BLOCK A. VICTORY AT FRONTIER, AN ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS RECORDED IN VOL. 2021, PG. 56 PLAT RECORDS OF COLLIN COUNTY, TEXAS, AND BEING 18.519 ACRES SITUATED IN THE SPENCER RICE SURVEY. ABSTRACT NO. 787

TOWN OF PROSPER, COLLIN COUNTY, TEXAS PREPARATION DATE: JUNE. 2025

Fort Worth, Texas 76102 FIRM # 10194040 www.kimley-horn.com Project No. <u>Sheet No.</u> <u>Scale</u> <u>Drawn by</u> <u>Date</u>

June 2025

JJW

SURVEYOR:

Roc-A-Fella, Inc. 211 W Frontier Parkway Prosper, Texas 75078 Contact: Tony Ramji Ph. (469) 213-7833

jesus@vg-re.com

OWNER:

Lucky 7 Retail LLC 2911 Turtle Creek Blvd. Suite 700 Dallas, Texas 75219 Contact: Tony Ramji Ph. (469) 213-7833

jesus@vg-re.com

Victory at Frontier LLC 211 W Frontier Parkway Prosper, Texas 75078 Contact: Tony Ramji Ph. (469) 213-7833 jesus@vg-re.com

Kimley-Horn and Associates, Inc. 13455 Noel Road Two Galleria Office Tower, Suite #700, Dallas, Texas 75240 Contact: Neda Hosseiny Ph. (972) 770-1300 neda.hosseiny@kimley-horn.com

APPLICANT / ENGINEER:

Kimley-Horn and Associates, Inc. 801 Cherry Street, Unit 11, #1300 Fort Worth, Texas 76102 Contact: David J. De Weirdt Ph. (817) 335-6511 david.deweirdt@kimley-horn.com

Copyright © 2025 All rights reserved

3 OF 3



PLANNING

To: Planning & Zoning Commission Item No. 3k

From: Dakari Hill, Senior Planner

Through: David Hoover, AICP, Director of Development Services

Cc: Suzanne Porter, AICP, Planning Manager

Re: Preliminary Site Plan for Victory at Frontier, Block A, Lots 1, 3, 4, 5, 7, 8, & 9

Meeting: June 17, 2025

Agenda Item:

Consider and act upon a request for a Preliminary Site Plan for a Health Studio, Parking, Open Space, and Restaurant/Retail Buildings on Victory at Frontier, Block A, Lots 1, 3, 4, 5, 7, 8, and 9, on 25.6± acres, located on the south side of Frontier Parkway and 345± feet west of Preston Road. (DEVAPP-25-0014)

Future Land Use Plan:

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

Zonina.

The property is zoned Planned Development-10 (Retail).

Conformance:

The Preliminary Site Plan conforms to the development standards of Planned Development-10. However, the plan does not conform with the Subdivision Ordinance's requirement for all lots to have frontage onto public right-of-way.

Description of Agenda Item:

The Preliminary Site Plan consists of two restaurant/retail buildings, one health studio, parking, and open space with a building area totaling 139,165 square feet. Four lots are proposed to be created out of Lot 3.

- Lot 3: Health Studio (105,800 SF)
- Lot 5: Parking (7-Eleven)
- Lot 8: Restaurant/Retail Buildings (33,365 SF)
- Lot 9: Open Space (Floodplain)

Page 1 of 2

The Preliminary Site Plan also includes the following lots because they are being altered in the following ways by the new development:

- Lots 1 and 4: Access is being connected from these lots into Lot 3 so that there is another
 point of access for the health studio.
- Lot 6: The boundary of Lot 6 and the proposed Lot 5 is being adjusted.

A Revised Preliminary Site Plan (D21-0064) was approved by the Planning & Zoning Commission on September 21, 2021. This plan showed Lots 3, 5, and 8 in the proposed Preliminary Site Plan as a singular lot, Lot 3. Additionally, the original plan showed a different configuration for the boundary of Lot 5. A Preliminary Site Plan has a validity of two years. A new Preliminary Site Plan must be approved for all lots that did not receive an approved Site Plan within the two-year period. A Site Plan was approved for Lot 5 (DEVAPP-24-0095) by the Planning & Zoning Commission on September 3, 2024; however, no plans were approved for Lot 3.

The proposed Preliminary Site Plan shows the creation of four new lots with two of the lots, Lots 3 and 9, not having frontage onto public right-of-way. In instances where lots do not have frontage onto public right-of-way, a waiver must be approved by Town Council permitting the occurrence.

Access:

Access is provided from Frontier Parkway and Preston Road through cross access.

Landscaping, Open Space, and Screening:

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

Companion Item:

As companion items, the Revised Conveyance Plat (DEVAPP-25-0015) and Waiver for Lot Frontage (WAIV-25-0001) are on this Planning & Zoning Commission agenda.

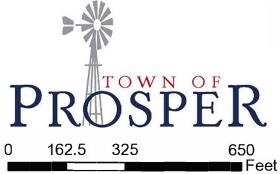
Attachments:

- 1. Location Map
- 2. Preliminary Site Plan
- 3. Open Space Plan
- 4. Expired Preliminary Site Plan (D21-0064)
- 5. Approved Site Plan for Lot 5 (DEVAPP-24-0095)

Town Staff Recommendation:

Town Staff recommends approval of the Preliminary Site Plan subject to Town Council approval of a waiver of lot frontage along a public right-of-way for Lots 3 and 9.





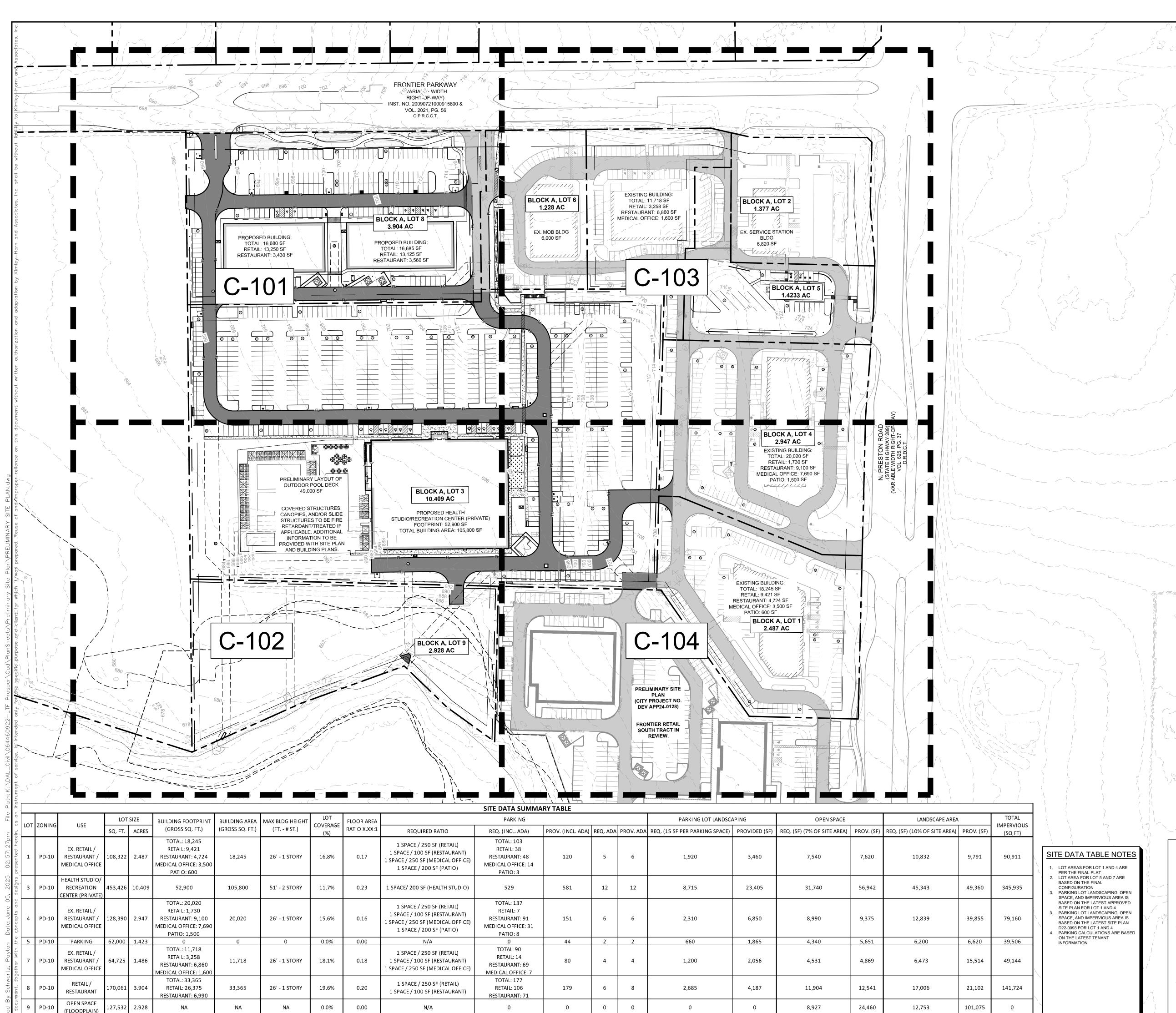


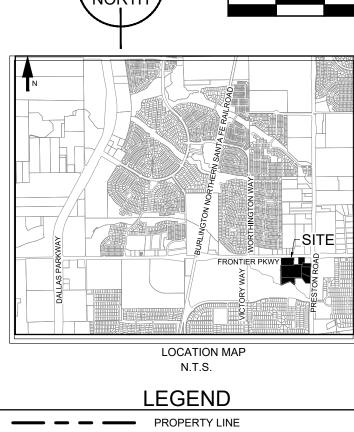
DEVAPP-25-0014

Victory at Frontier, Block A,

Lots 1, 3, 4, 5, 7, 8, <u>& 9</u>

Preliminary Site Plan





GRAPHIC SCALE IN FEET

--- · --- SETBACK LINE — — — — PROPOSED EASEMENT EXISTING EASEMENT PROPOSED FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT

> EXISTING CONTOUR PROPOSED FIRE HYDRANT (FH)

AND UTILITY EASEMENT

EXISTING FIRE LANE, ACCESS, DRAINAGE

PROPOSED FIRE DEPARTMENT CONNECTION (FDC)

BARRIER FREE RAMP (BFR) FIRELANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT

NUMBER OF PARKING SPACES PER ROW **EXISTING POWER POLE**

EXISTING FIRE HYDRANT EXISTING SANITARY SEWER MANHOLE

EXISTING STORM MANHOLE **EXISTING SIGN**

PROPOSED BUILDING

F.A.D.U.E

NOTES

EXISTING BUILDING

- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- 3. PAVEMENT SECTIONS SHOWN FOR REFERENCE ONLY. SEE GEOTECH FOR DETAILS.
- 4. CONTRACTOR TO ADJUST EXISTING SANITARY SEWER MANHOLES, ELECTRICAL MANHOLES, FIRE HYDRANTS, VALVE BOXES, WATER METERS, ETC. TO MATCH PROPOSED FINISHED GRADES IF NECESSARY.
- . APPLICANT SHALL COMPLY WITH CITY ORDINANCE, CHAPTER 6, HEALTH AND ENVIRONMENT, ARTICLE III, SOLID WASTE; SECT 6-51 TO 6-80. APPLICANT SHALL COMPLY WITH ALL IRRIGATION REGULATIONS IN V.T.C.A. ADMINISTRATIVE CODE TITLE 30, CHAPTER 344 RULES ESTABLISHED BY THE
- STATE OF TEXAS; AND REQUIREMENTS FOR IRRIGATION DESIGN AND WATER CONSERVATION SET IN THE ALLEN LAND DEVELOPMENT CODE SECTION 7.05.6, AND THE CITY OF ALLEN WATER CONSERVATION AND DROUGHT CONTINGENCY AND EMERGENCY RESPONSE PLAN PROPOSED BUILDING SHALL COMPLY WITH THE ZONING ORDINANCE
- REQUIREMENTS FOR PROJECTIONS AND RECESSES; FINAL LAYOUT OF BUILDING SHOWING COMPLIANCE WILL BE SUBMITTED WITH SITE PLAN(S).

TOWN OF PROSPER SITE PLAN NOTES

ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS. . LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN

OF THE CURRENT, ADOPTED BUILDING CODE.

- 3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER I. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS
- 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. 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.
- B. 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.

TOWN OF PROSPER CASE NO. DEVAPP-25-0014

PRELIMINARY SITE PLAN VICTORY AT FRONTIER LOT 1, 3, 4, 5, 7, 8, & 9, BLOCK A

TOWN OF PROSPER, COLLIN COUNTY, TEXAS SUBMITTED JUNE 05, 2025

VICTORY AT FRONTIER LLC, ROC-A-FELLA LLC, & LUCKY 7 RETAIL LLC 2911 TURTLE CREEK BLVD, SUITE 700 DALLAS, TX 75219

PH (972) 770-1300

PH. (972) 707-9555 CONTACT: TONY RAMJI

DEVELOPER LIFE TIME 2099 CORPORATE PLACE CHANHASSEN, MN 55317 PH. (952) 401-2405

CONTACT: NATALIE NYE

ENGINEER / SURVEYOR / APPLICANT: KIMLEY-HORN & ASSOCIATES, INC. 13455 NOEL ROAD

CONTACT: NEDA HOSSEINY, P.E.

TWO GALLERIA OFFICE TOWER, SUITE 700 DALLAS, TEXAS 75240

SHEET NUMBER

PRELIMINAR'

FOR REVIEW ONLY NOT FOR

CONSTRUCTION OR PERMIT

PURPOSES.

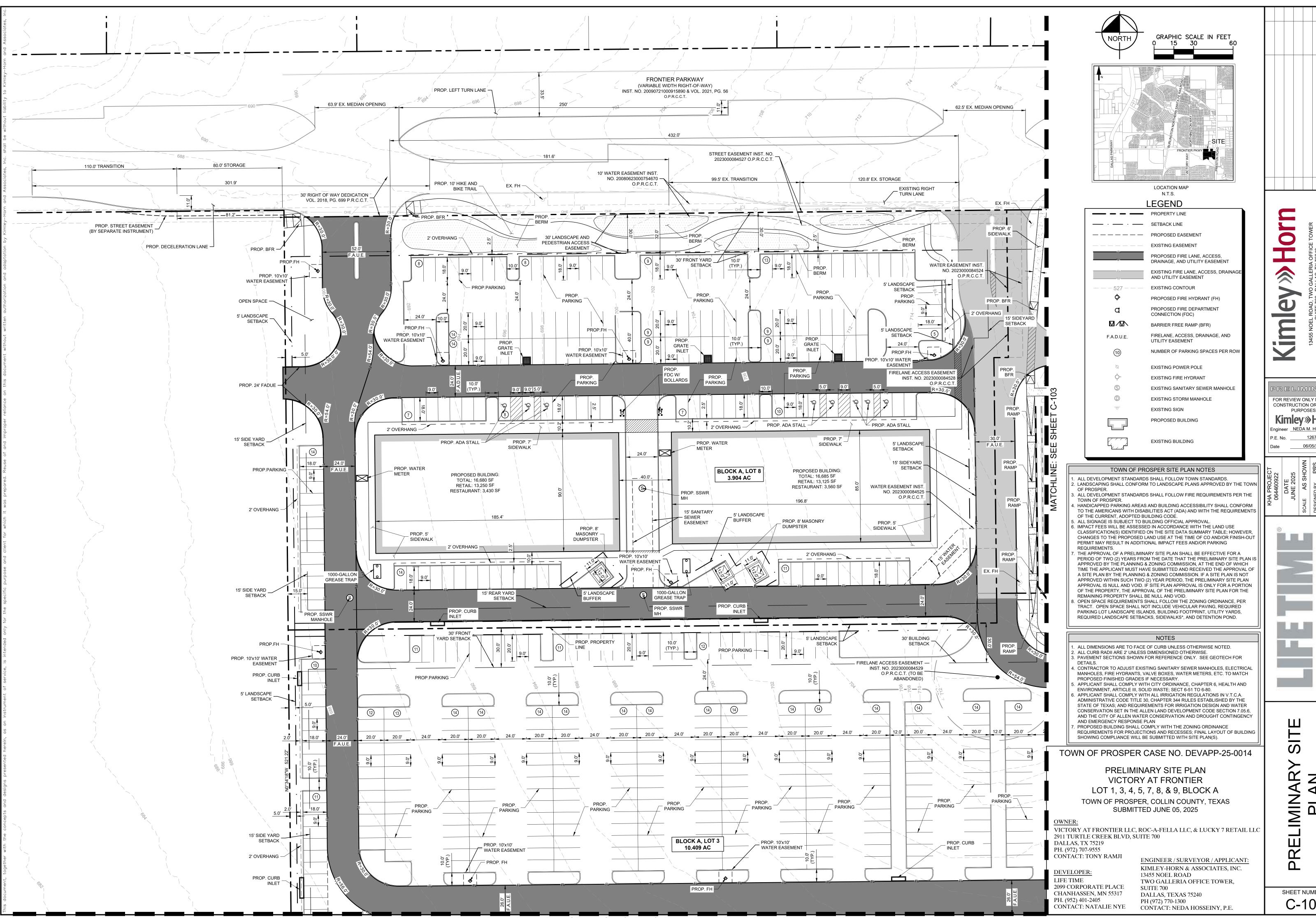
Kimlev»Horn

Engineer NEDA M. HOSSEIN

06/05/2025

P.E. No. _____126707

S

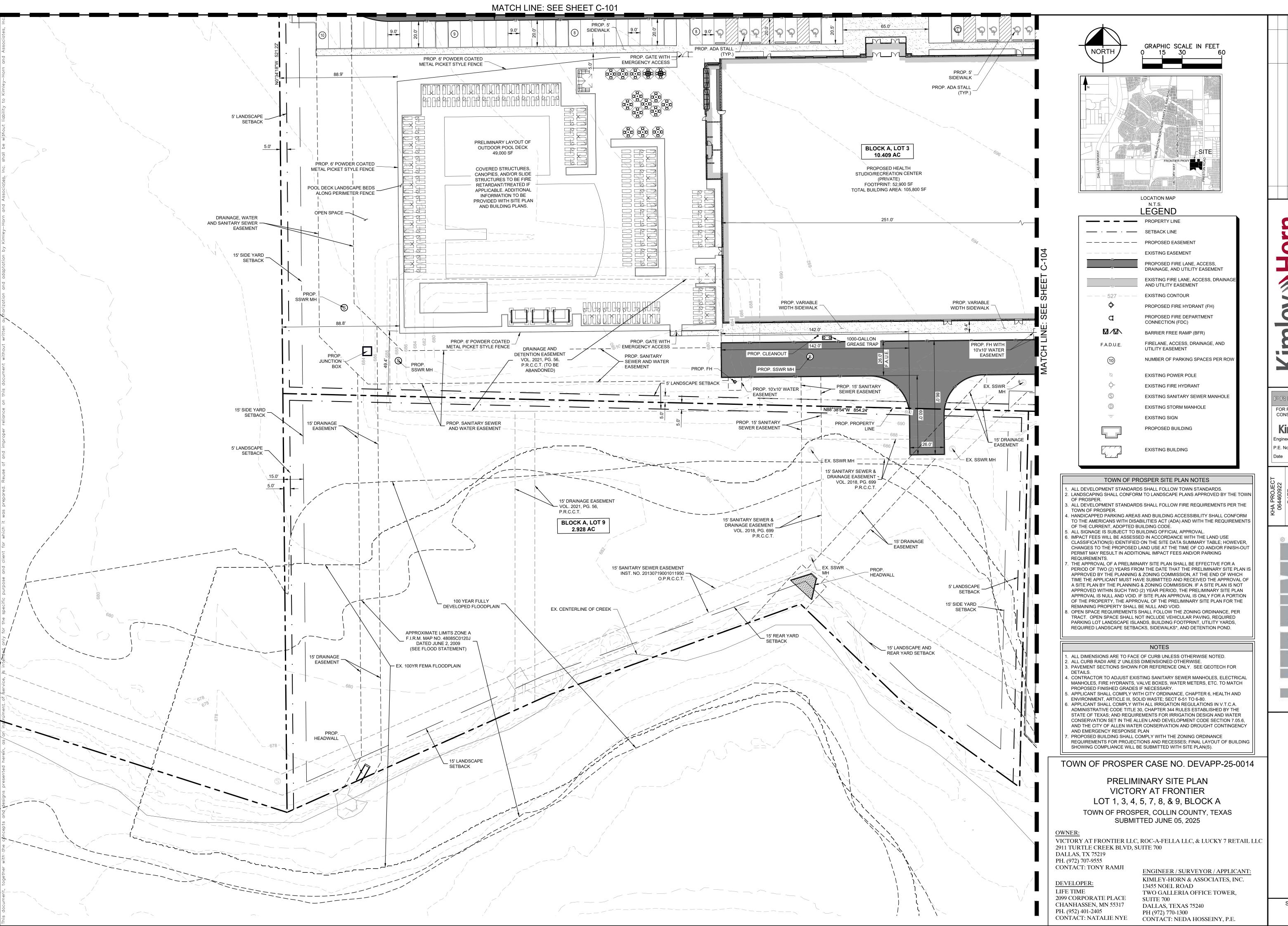


MATCHLINE: SEE SHEET C-102

PRELIMINAR' FOR REVIEW ONLY NOT FOR **CONSTRUCTION OR PERMIT** PURPOSES. Kimley»Horn

Engineer <u>NEDA M. HOSSEINY</u> P.E. No. _____126707 06/05/2025

SHEET NUMBER C-101

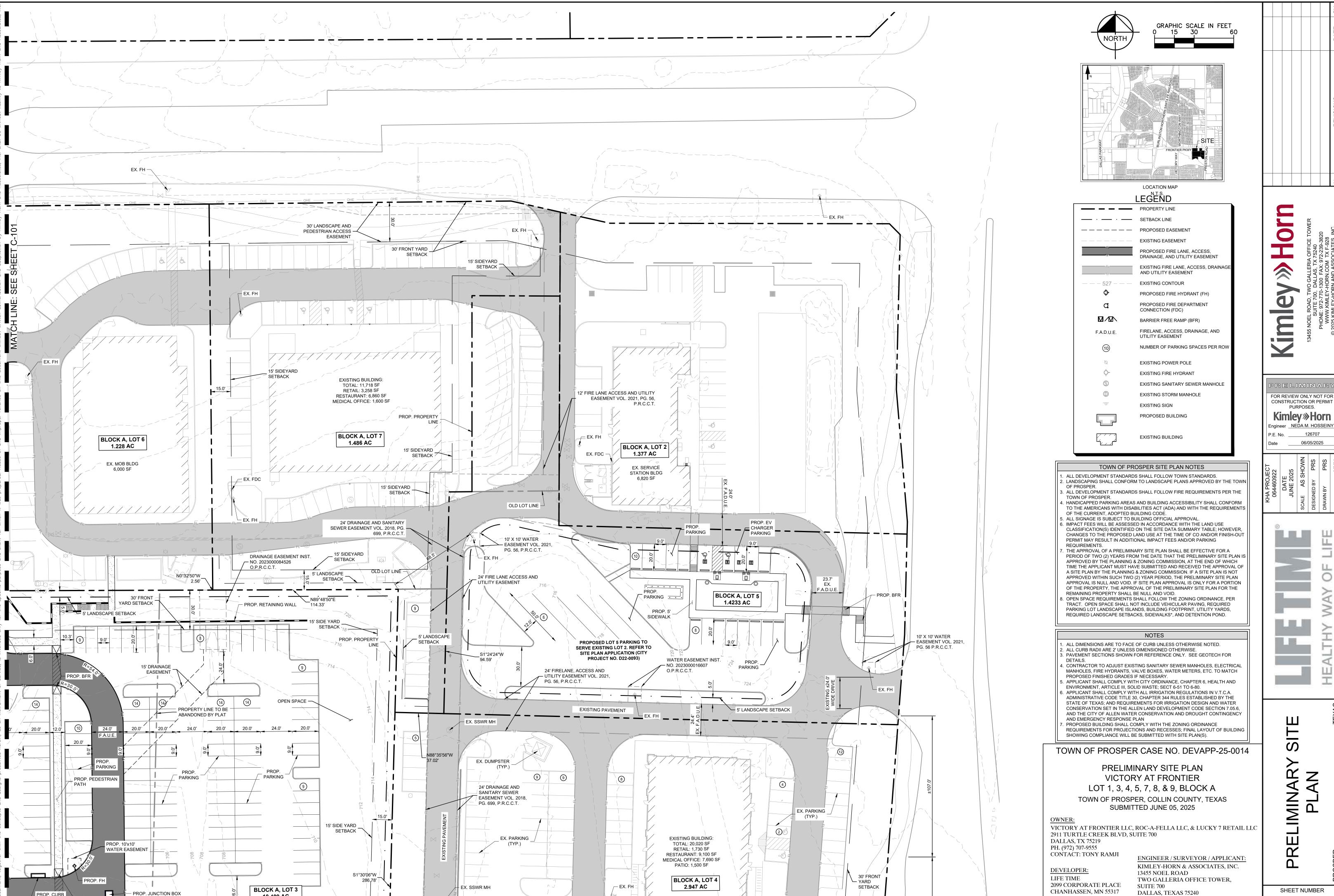


PRELIMINAR' FOR REVIEW ONLY NOT FOR **CONSTRUCTION OR PERMIT** PURPOSES. Kimley»Horn Engineer NEDA M. HOSSEINY

P.E. No. <u>126707</u> 06/05/2025

S

SHEET NUMBER



MATCH LINE: SEE SHEET C-104

EX. FH

10.409 AC

PROP. BFR

S

山

Ω

PH. (952) 401-2405

CONTACT: NATALIE NYE

PH (972) 770-1300

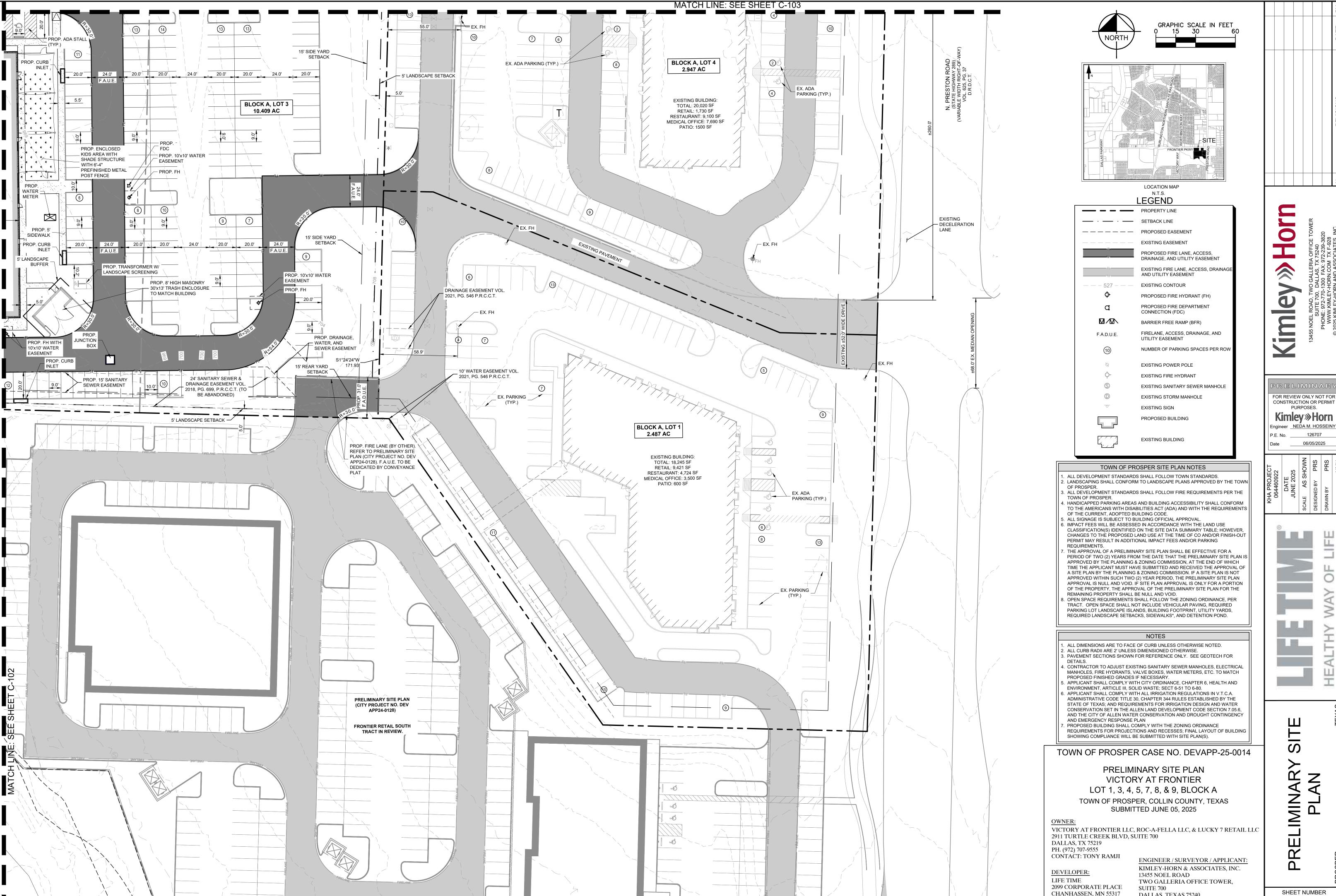
CONTACT: NEDA HOSSEINY, P.E.

SHEET NUMBER

C-103

PURPOSES.

06/05/2025



DALLAS, TEXAS 75240 PH. (952) 401-2405 PH (972) 770-1300 CONTACT: NATALIE NYE

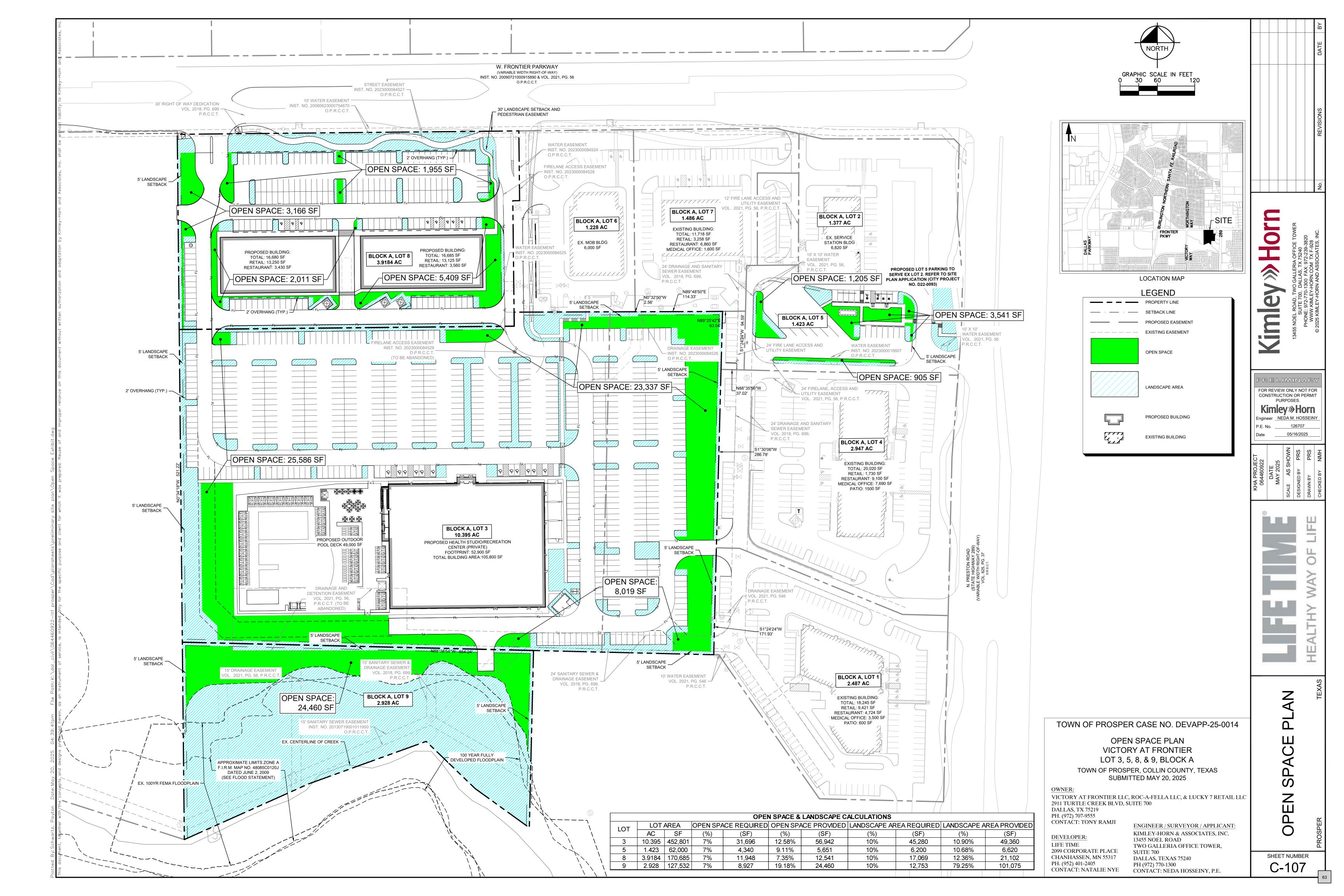
CONTACT: NEDA HOSSEINY, P.E.

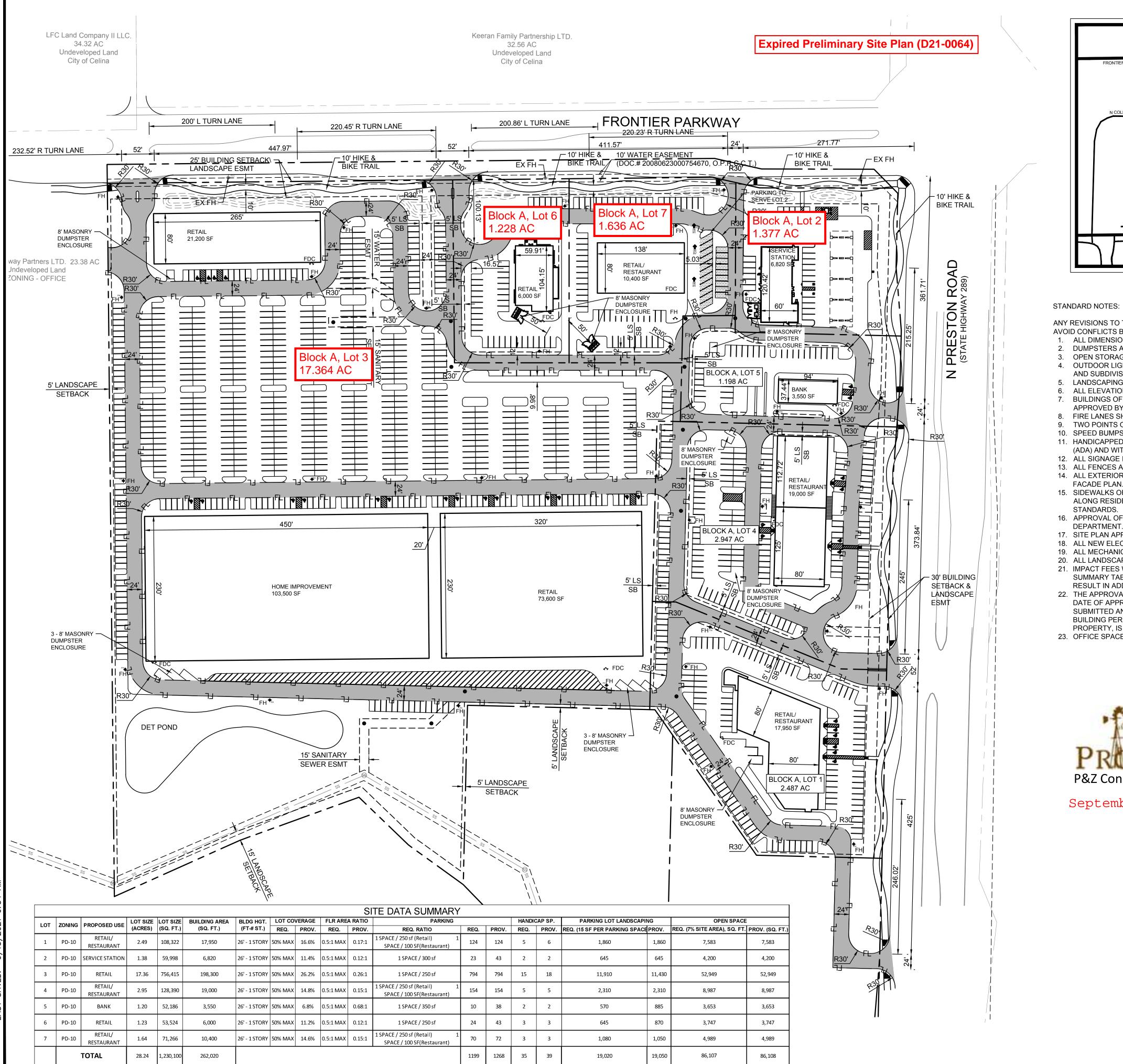
SHEET NUMBER

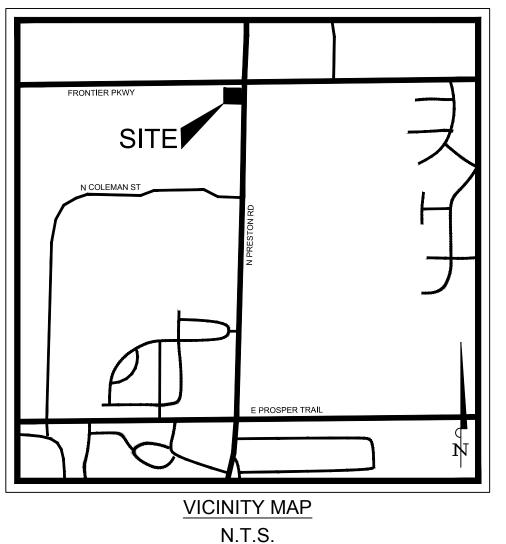
Kimley»Horn Engineer NEDA M. HOSSEINY P.E. No. <u>126707</u> 06/05/2025

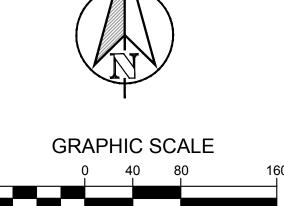
PURPOSES.

S Ш









1 inch = 80

PRELIMINARY FOR REVIEW ONLY CONSULTANTS DREW DONOSKY _{E. No.} 125651_{Date} 9/13/202

TEXAS REGISTRATION #14199

ANY REVISIONS TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS

- ALL DIMENSIONS ARE TO BE TAKEN FROM FACE OF CURB
- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE
- OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE
- LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN
- ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE

- (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT ADOPTED BUILDING CODE
- 12. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL

- RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS
- 22. THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWENTY-FOUR (24) MONTHS FROM THE DATE OF APPROVAL BY THE PLANNING AND ZONING COMMISSION. AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED APPROVAL OF ENGINEERING PLANS AND BUILDING PERMITS. IF THE ENGINEERING PLANS AND BUILDING PERMITS ARE NOT APPROVED, THE SITE PLAN APPROVAL, TOGETHER WITH ANY PRELIMINARY SIRE PLAN FOR THE
- PROPERTY, IS NULL AND VOID. 23. OFFICE SPACE USED FOR MEDICAL PURPOSES REQUIRES ADDITIONAL PARKING



September 21, 2021

FLOODPLAIN NOTE

NO PORTION OF THIS TRACT LIES WITHIN A 100-YEAR FLOOD PLAIN, OR IN A FLOOD HAZARD AREA ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER 48085C01230J. WITH EFFECTIVE DATE OF JUNE 2, 2009

PROSPER FRONTIER LOT 1-8, BLOCK A

CASE #: D21-0064

VICTORY AT FRONTIER, LLC

8001 LBJ FREEWAY, STE 400 DALLAS, TX 75251 CONTACT NAME: KRIS RAMJI PH: 972.707.9555

APPLICANT:
CLAYMOORE ENGINEERING, INC. 1903 CENTRAL DRIVE, SUITE #406

BEDFORD, TX 76021

COLLIN

PH: 817.281.0572

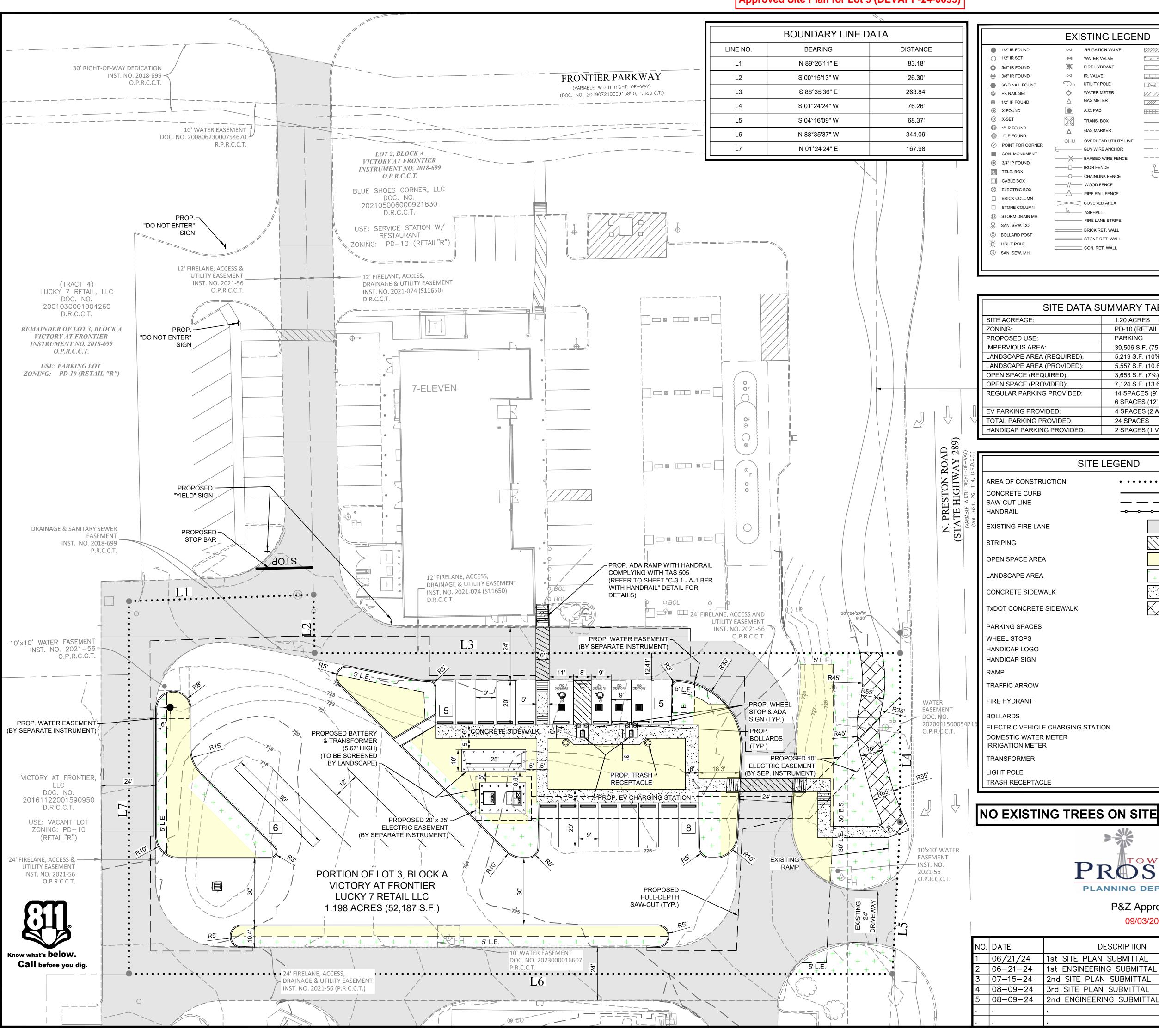
CONTACT NAME: MATT MOORE LEGAL DESCRIPTION:

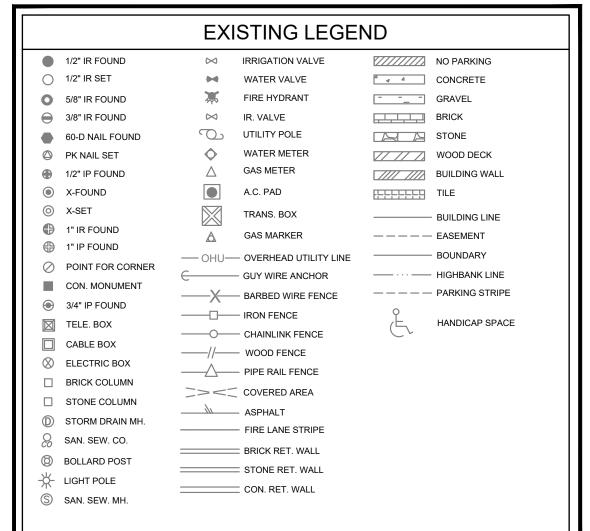
LOT 1-7, BLOCK A, AN ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS AND BEING A PORTION OF THE SPENCER RICE SURVEY, ABSTRACT NUMBER 147, COLLIN COUNTY TEXAS

	CITY:	STATE:				
TOWN	OF PROSPER	TEXAS				
UNTY	SURVEY:	ABSTRACT NO.				

SPENCER RICE

SHEET **PSP**





SITE DATA SUMMARY TABLE

SITE LEGEND

ZONING:

IMPERVIOUS AREA:

LANDSCAPE AREA (REQUIRED):

LANDSCAPE AREA (PROVIDED):

OPEN SPACE (REQUIRED):

OPEN SPACE (PROVIDED):

EV PARKING PROVIDED:

CONCRETE CURB

LANDSCAPE AREA

TRAFFIC ARROW

TRANSFORMER

TxDOT CONCRETE SIDEWALK

TOTAL PARKING PROVIDED:

HANDICAP PARKING PROVIDED:

1.20 ACRES (52.187 S.F.)

PD-10 (RETAIL "R")

39,506 S.F. (75.7%)

5,557 S.F. (10.65%)

7,124 S.F. (13.65%)

14 SPACES (9' x 20')

6 SPACES (12' x 50')

4 SPACES (2 ADA PARKING SPACES)

__ _ _ _ _ _ _ _ _

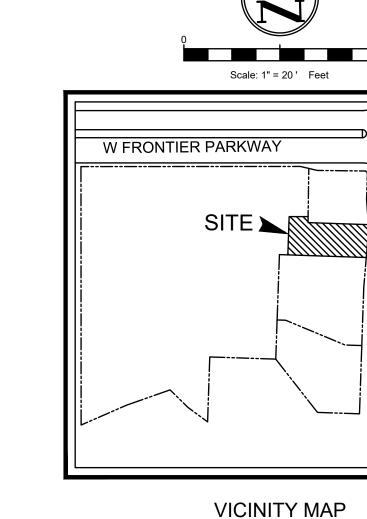
2 SPACES (1 VAN ACCESIBLE)

5,219 S.F. (10%)

3,653 S.F. (7%)

24 SPACES

PARKING



TOWN OF PROSPER SITE PLAN GENERAL NOTES

- ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF
- . ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF
- HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE
- AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE. . ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
- IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.

THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING \wr 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 IN NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.

OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS*, AND DETENTION POND*

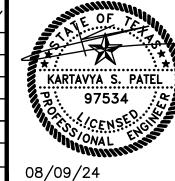
SITE GENERAL NOTES

- ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE TOWN OR LOCAL JURISDICTION STANDARDS.
- THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM AS-BUILTS, UTILITY PLANS OR SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.
- WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN O DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OF SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS WITH UTILITIES.
- ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, CONSTRUCTION SAFETY AND HEALTH REGULATIONS AND ANY AMENDMENTS THERETO.
- THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES. FENCES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND
- ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING.
- THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.
- 8. ALL CURB RADIUS TO BE 10' OR 2' UNLESS OTHERWISE NOTED ON THE SITE



P&Z Approved 09/03/2024

NO.	DATE	DESCRIPTION	BY
1	06/21/24	1st SITE PLAN SUBMITTAL	KP
2	06-21-24	1st ENGINEERING SUBMITTAL	KP
3	07-15-24	2nd SITE PLAN SUBMITTAL	KP
4	08-09-24	3rd SITE PLAN SUBMITTAL	KP
5	08-09-24	2nd ENGINEERING SUBMITTAL	KP
			Т. □



SITE PLAN 7-ELEVEN PARKING ADDITION

PORTION OF LOT 3, BLOCK A VICTORY AT FRONTIER, LOT 3, BLOCK A TOWN OF PROSPER

COLLIN COUNTY, TEXAS 75078



T: 469.331.8566 | F: 469.213.7145 | E: info@triangle-engr.com W: triangle-engr.com | O: 1782 W. McDermott Drive, Allen, TX 75013

Planning | Civil Engineering | Construction Managemen P.E. DES. DATE SCALE PROJECT NO. SHEET NO. KP KR 06/21/24 SEE SCALE BAR 067-24 C-3.0 TX. P.E. FIRM #11525

PLANNING



To: Planning & Zoning Commission Item No. 3I

From: Dakari Hill, Senior Planner

Through: David Hoover, AICP, Director of Development Services

Cc: Suzanne Porter, AICP, Planning Manager

Re: Revised Conveyance Plat of Victory at Frontier, Block A, Lots 3, 5, 8, & 9

Meeting: June 17, 2025

Agenda Item:

Consider and act upon a request for a Revised Conveyance Plat of Victory at Frontier, Block A, Lots 3, 5, 8, and 9, on 18.5± acres, located on the south side of Frontier Parkway and 345± feet west of Preston Road. (DEVAPP-25-0015)

Future Land Use Plan:

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

Zoning:

The property is zoned Planned Development-10 (Retail).

Conformance:

The Revised Conveyance Plat conforms to the development standards of Planned Development-10. However, the plan doesn't conform with the Zoning Ordinance's requirement for all lots to have frontage onto public right-of-way.

A Property Owners' Association will be created to establish duties and responsibilities for those lots within the development, in accordance with the Subdivision Ordinance. This will need to be finalized prior to platting the property into separate lots.

Description of Agenda Item:

The purpose of this Revised Conveyance Plat is to create four new lots from one platted lot.

A Revised Conveyance Plat (D20-0001) was approved by the Planning & Zoning Commission on May 5, 2020. The plat showed Lots 3, 5, 8, and 9 in the proposed Revised Conveyance Plat as a singular lot, Lot 3.

Companion Item:

As companion items, the Conveyance Plat (DEVAPP-25-0015) and Waiver for Lot Frontage (WAIV-25-0001) are on this Planning & Zoning Commission agenda.

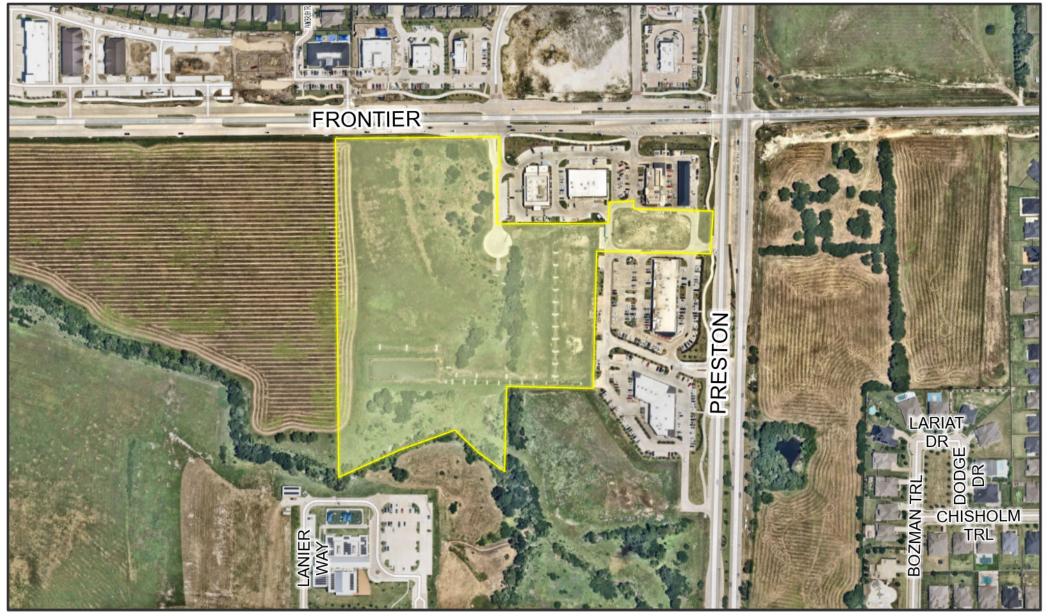
Attached Documents:

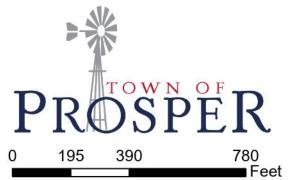
- 1. Location Map
- 2. Revised Conveyance Plat
- 3. Approved Revised Conveyance Plat (D20-0001)

<u>Town Staff Recommendation:</u>
Town Staff recommends approval of the Revised Conveyance Plat, subject to the following condition(s):

- 1. The creation of a Property Owners' Association prior to recording this plat; and
- 2. Town Council approval of a waiver of lot frontage along a public right-of-way for Lots 3 and 9.

Page 2 of 2 67



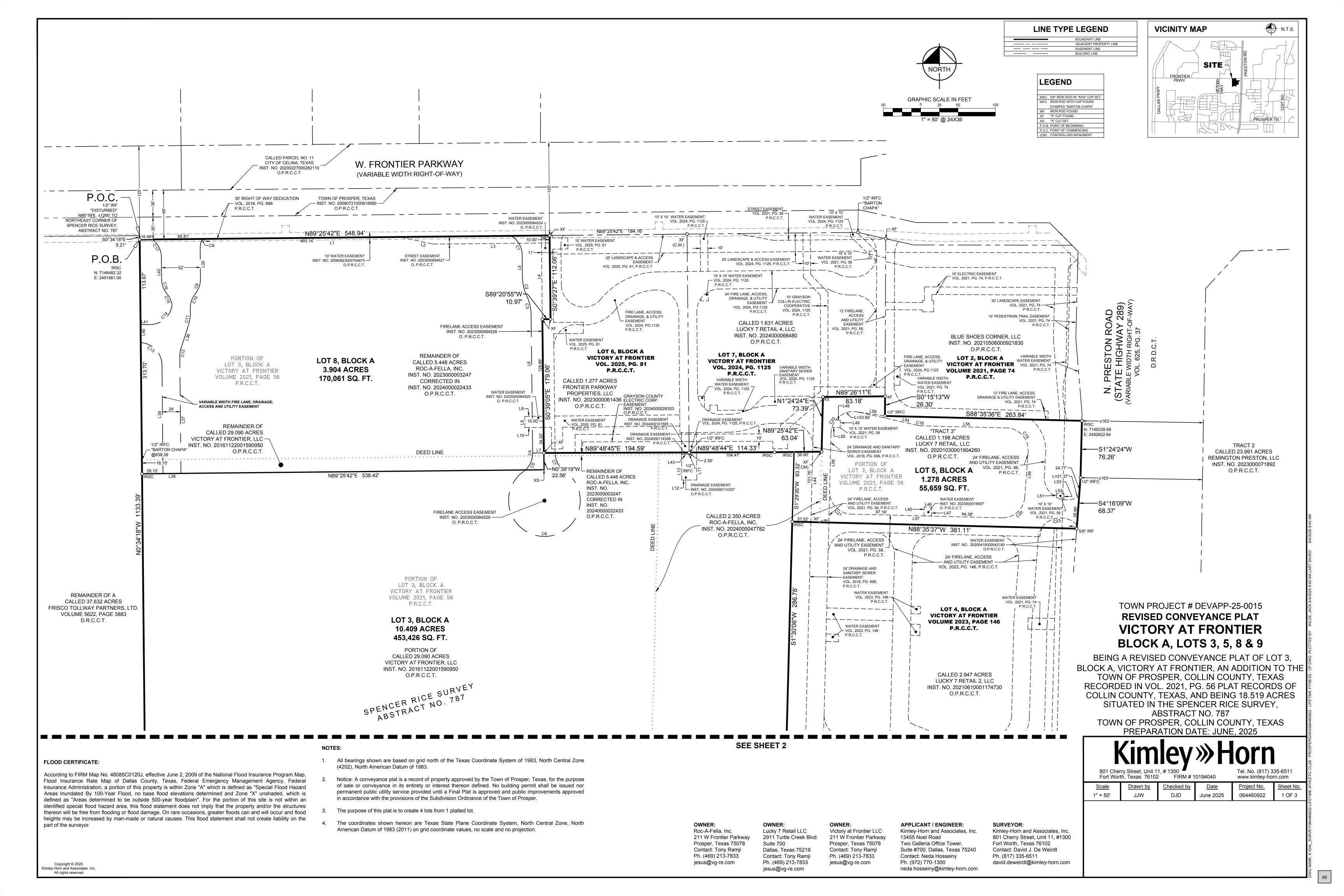


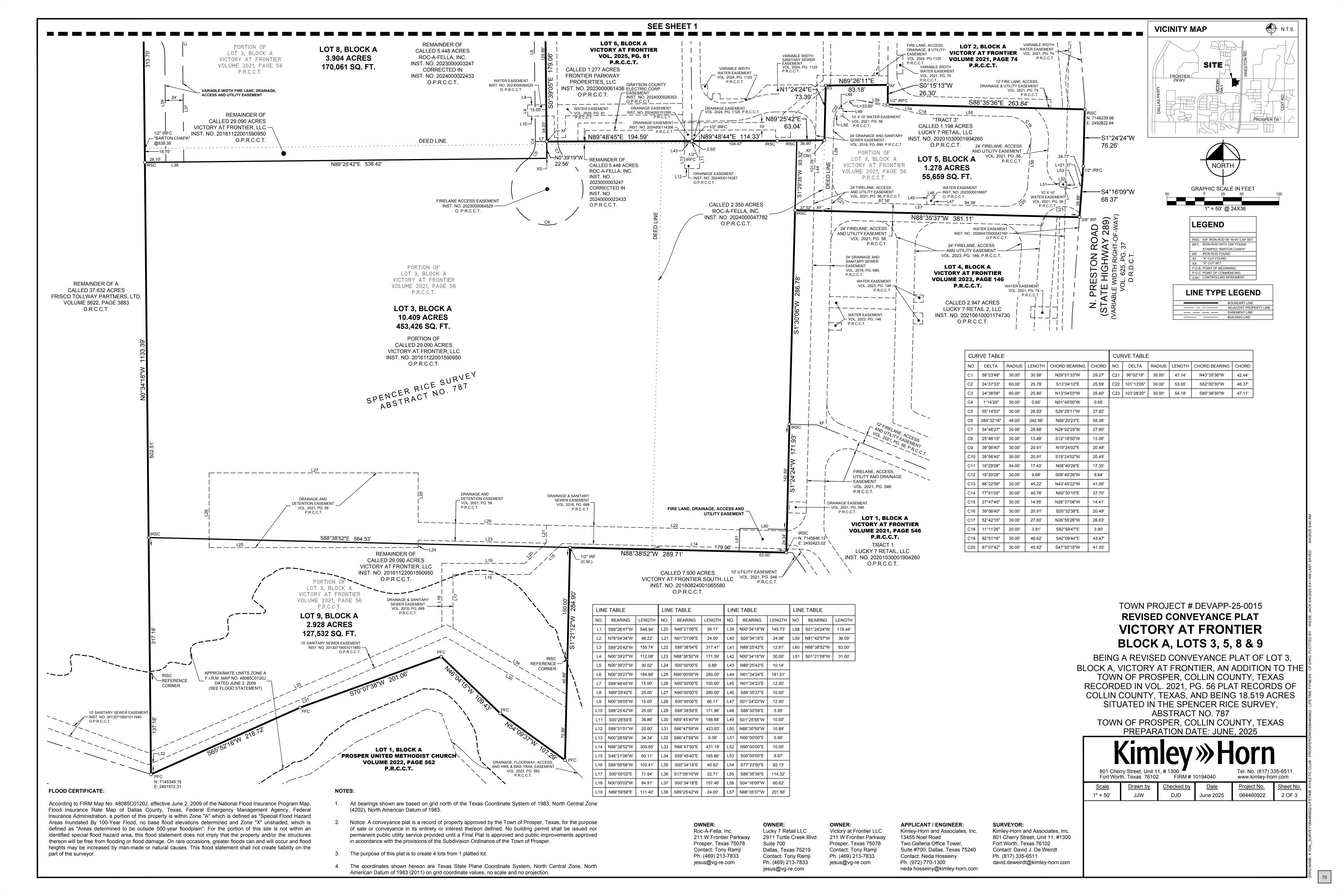


DEVAPP-25-0015

Victory at Frontier, Block A, Lots 3, 5, 8, 9

Revised Conveyance Plat





WHEREAS VICTORY AT FRONTIER LLC, ROC-A-FELLA, INC., and LUCKY 7 RETAIL, LLC, are the owners of a tract of land situated in the Spencer Rice Survey, Abstract No. 787, Collin County, Texas, and being a portion of Lot 3, Block A of Victory at Frontier, an addition to the Town of Prosper according to the plat thereof recorded in Volume 2021, Page 56, Plat Records, Collin County, Texas, and being a portion of a called 29.090 acre tract of land as described in the Special Warranty Deed to Victory Frontier, LLC, recorded in Instrument No. 20161122001590950, Official Public Records, Collin County, Texas, a portion of a called 5.448 acre tract of land described in the Special Warranty Deed to Roc-A-Fella, Inc., recorded in Instrument No. 2023000003247, as corrected in Instrument No. 2024000022433, Official Public Records, Collin County, Texas, all of a called 2.350 acre tract of land described in the Special Warranty Deed to Roc-A-Fella, Inc., recorded in Instrument No. 2024000047782, Official Public Records, Collin County, Texas, and all of that called 1.198 acre tract of land described as "Tract 3" in the Special Warranty Deed to Lucky 7 Retail LLC, recorded in Instrument No. 20201030001904260, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found (disturbed) for the northwest corner of said Lot 3, Block A and being in the east line of a called 37.632 acre tract of land described in the Special Warranty Deed with Vendor's Lien to Frisco Tollway Partners, LTD., recorded in Volume 5622, Page 3883, Deed Records, Collin County, Texas, and being the south right-of-way line of West Frontier Parkway (a variable width public right-of-way);

THENCE South 00°34'18" East with the east line of said 37.632 acre tract, a distance of 5.21 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the northwest corner of said 5.448 acre tract;

THENCE North 89°25'42" East with said south right-of-way line, a distance of 548.94 feet to an "X" cut found for the northwest corner of Lot 6, Block A of Victory at Frontier, an addition to the Town of Prosper, according to the plat thereof recorded in Volume 2025, Page 81, Plat Records, Collin County, Texas;

THENCE with the west line of said Lot 6, Block A, the following courses and distances:

South 00°39'27" East, a distance of 112.06 feet to an "X" cut found for corner; South 89°20'55" West, a distance of 10.97 feet to an "X" cut found for corner;

South 00°39'05" East, a distance of 179.06 feet to a an "X" cut found for the southwest corner of said Lot 6, Block A;

THENCE North 89°48'45" East with the south line of said Lot 6, Block A, a distance of 194.59 feet to a 1/2-inch iron rod with plastic cap stamped "BARTON CHAPA" found for the southeast corner of said Lot 6, Block A, same being the southwest corner of Lot 7, Block A of Victory at Frontier, an addition to the Town of Prosper, according to the plat thereof recorded in Volume 2024, Page 1125. Plat Records. Collin County. Texas:

THENCE with the common line of said Lot 7, Block A and said 2.350 acre tract, the following courses and distances:

North 89°48'44" East, a distance of 114.33 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner; North 89°25'42" East, a distance of 63.04 feet to an "X" cut found for the northeast corner of said 2.350 acres and being in the west line of said "Tract 3";

THENCE with the common line of said Lot 7, Block A, and said "Tract 3", the following courses and distances:

North 01°24'24" East, a distance of 73.39 to an "X" cut set for corner

North 89°26'11" East, a distance of 83.18 to an "X" cut found for the most easterly southeast corner of Lot 7, Block A, and being in the west line of Lot 2, Block A of Victory at Frontier, an addition to the Town of Prosper according to the plat thereof recorded in Volume 2021, Page 74, Plat Records, Collin County, Texas;

THENCE with the common line of said Lot 2, Block A, and said "Tract 3", the following courses and distances:

South 00°15'13" West, a distance of 26.30 feet to a 1/2-inch iron rod found for the southwest corner of said Lot 2, Block A; South 88°35'36" East, a distance of 263.84 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the southeast corner of said Lot 2, Block A, and being in the west right-of-way line of N. Preston Road (State Highway 289, a variable width right-of-way),

THENCE with the west right-of-way line of said N. Preston Road, the following courses and distances:

South 01°24'24" West, a distance of 76.26 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner; South 04°16'09" West, a distance of 68.37 feet to a 5/8-inch iron rod found for the northeast corner of Lot 4, Block A of Victory at Frontier, an addition to the Town of Prosper, according to the plat thereof recorded in Volume 2023, Page 146, Plat Records, Collin County, Texas;

THENCE with the north line of said Lot 4, Block A, North 88°35'37" West, a distance of 381.11 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the northwest corner of said Lot 4, Block A, and being in the east line of said 2.350 acre tract:

THENCE South 01°30'06" West with the common line of said Lot 4, Block A, and said 2.350 acre tract, a distance of 286.78 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the southwest corner of said Lot 4, Block A, and being the northwest corner of Lot 1, Block A of Victory at Frontier, an addition to the Town of Prosper, according to the plat thereof recorded in Volume 2021, Page 546, Plat Records, Collin County, Texas;

THENCE South 01°24'24" West with the common line of said Lot 1, Block A, and said 2.350 acre tract, a distance of 171.93 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for a southeast corner of said Lot 3, Block A, the southeast corner said 2.350 acre tract, the southwest corner of said Lot 1, Block A, and being in the north line of a called 7.930 acre tract of land described in the Special Warranty Deed with Vendor's Lien, to Victory At Frontier South, LLC., recorded in Instrument No. 20180824001065580, Official Public Records, Collin County, Texas;

THENCE North 88°38'52" West with the common line of said Lot 3, Block A and said 7.930 acre tract, passing at a distance of 179.96 feet, the southwest corner of said 2.350 acre tract, continuing in all a distance of 289.71 feet to a 1/2-inch iron rod found for the northwest corner of said 7.930 acre tract;

THENCE continuing with the common line of said Lot 3, Block A, and said 7.930 acre tract, South 01°21'12" West, passing at a distance of 150.00 feet, a 5/8-inch iron rod with red plastic cap stamped "KHA" set for reference, continuing in all a distance of 284.90 feet to a point for corner in the north line of Lot 1, Block A, of Prosper United Methodist Church, an addition to the Town of Prosper, according to the plat thereof recorded in Volume 2022, Page 562, Plat Records, Collin County Texas;

THENCE with the common line of said Lot 3, Block A and said Lot 1, Block A, the following courses and distances:

North 54°09'37" West, a distance of 107.29 feet to a point for corner;

North 46°04'15" West, a distance of 109.43 feet to a point for corner;

South 70°07'38" West, a distance of 201.06 feet to a point for corner;

South 65°52'16" West, a distance of 218.72 feet to a point for the southwest corner of said Lot 3, Block A, and being the southeast corner of the aforementioned 37.632 acre tract;

THENCE North 00°34'18" West with the common line of said Lot 3, Block A and said 37.632 acre tract, passing at a distance of 137.18 feet, a 5/8-inch iron rod with red plastic cap stamped "KHA" set for reference, passing at a distance of 838.39 feet, a 1/2-inch iron rod with plastic cap stamped "BARTON CHAPA" found for the northwest corner of the aforementioned 29.090 acre tract and the southwest corner of the aforementioned 5.448 acre tract, continuing along the common line of said Lot 3, Block A and said 37.632 acre tract, in all a distance of 1,133.39 feet to the POINT OF BEGINNING and containing a computed area of 806.677 square feet or 18.519 acres of land.

OWNERS CERTIFICATE STATE OF TEXAS COUNTY OF COLLIN §

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

THAT, VICTORY AT FRONTIER, LLC, ROC-A-FELLA, INC., and LUCKY 7 RETAIL, LCC, acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as VICTORY AT FRONTIER, BLOCK A, LOTS 3, 5, 8 & 9, an addition to the Town of Prosper, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. The VICTORY AT FRONTIER, LLC, ROC-A-FELLA, INC., and LUCKY 7 RETAIL, **LLC**, do hereby certify the following:

- The streets and alleys are dedicated for street and alley purposes.
- All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances. The easements and public use areas, as shown are dedicated for the public use forever for the purposes indicated on this
- No building, fences, trees, shrubs, or other improvements or growth shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the
- Town of Prosper. The Town of Prosper is not responsible for replacing any improvements in, under, or over any easements caused by
- maintenance or repair. 6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by the public utilities being subordinate to the public's and Town of Prosper's use thereof.
- 7. The Town of Prosper and public utilities shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs, or other improvements or growths which may in any was endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
- 8. The Town of Prosper and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding
- to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone. 9. All modifications to this document shall be by means of plat and approved by the Town of Prosper.
- 10. For lots adjacent to a Floodplain Only:

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

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

WITNESS, my hand, this _____ day of _____, 2025

VICTORY AT FRONTIER, LLC

Authorized Signature

Printer Name and Title

STATE OF COUNTY OF

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of ______, 2025

Notary Public, State of Texas

ROC-A-FELLA, INC

Authorized Signature

Printer Name and Title

STATE OF **COUNTY OF**

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of ___

Notary Public, State of Texas

LUCKY 7 RETAIL, LLC

Authorized Signature

Printer Name and Title

STATE OF COUNTY OF

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of ______, 2025

Notary Public, State of Texas

DRAINAGE AND DETENTION EASEMENT

This plat is hereby adopted by the Owners and approved by the Town of Prosper (Called "Town") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns: The Portion of Block A, as shown on the plat is called "Drainage and Detention Easement". The Drainage and Detention Easement within the limits of this addition, will remain accessible at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The Town will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No construction of any type of building, fence or any other structure within the Drainage and Detention Easement, as herein above defined shall be permitted, unless approved by the Town Engineer. Provided, however, it is understood that in the event it becomes necessary for the Town to erect or consider erecting any type if drainage structure in order to improve the storm drainage that may be occasions by drainage in or adjacent to the subdivision, then in such event, the Town shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall jeep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the Town shall have the right or ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The Town shall not be held liable for any damages of any nature resulting from the failure of any structure of structures, within the Easement.

ACCESS EASEMENT

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

FIRE LANE EASEMENT

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

SURVEYOR'S CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS: That I, David J. De Weirdt, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulation of the Town of Prosper, Texas. Dated this _____ day of ______, 2025

PRELIMINARY

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

David J. De Weirdt Registered Professional Land Surveyor No. 5066 Kimley-Horn and Associates, Inc. 801 Cherry Street, Unit 11, #1300 Fort Worth, Texas 76102 (817) 335-6511 dave.deweirdt@kimley-horn.com

STATE OF TEXAS COUNTY OF TARRANT §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of ______, 2025

Notary Public, State of Texas

CERTIFICATE OF APPROVAL

Approved this day of _, 2025 by the Planning & Zoning Commission of the Town of Prosper, Texas.

Town of Secretary

Engineering Department

Development Services Department

TOWN PROJECT # DEVAPP-25-0015

REVISED CONVEYANCE PLAT VICTORY AT FRONTIER **BLOCK A, LOTS 3, 5, 8 & 9**

BEING A REVISED CONVEYANCE PLAT OF LOT 3, BLOCK A. VICTORY AT FRONTIER, AN ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS RECORDED IN VOL. 2021, PG. 56 PLAT RECORDS OF COLLIN COUNTY, TEXAS, AND BEING 18.519 ACRES SITUATED IN THE SPENCER RICE SURVEY. ABSTRACT NO. 787

TOWN OF PROSPER, COLLIN COUNTY, TEXAS PREPARATION DATE: JUNE. 2025

Fort Worth, Texas 76102 FIRM # 10194040 www.kimley-horn.com

June 2025

3 OF 3

064460922

Project No. <u>Sheet No.</u> <u>Scale</u> <u>Drawn by</u>

JJW

Kimley-Horn and Associates, Inc. 801 Cherry Street, Unit 11, #1300

OWNER: Roc-A-Fella, Inc. 211 W Frontier Parkway Prosper, Texas 75078 Contact: Tony Ramji Ph. (469) 213-7833

jesus@vg-re.com

Lucky 7 Retail LLC 2911 Turtle Creek Blvd. Suite 700 Dallas, Texas 75219 Contact: Tony Ramji Ph. (469) 213-7833

jesus@vg-re.com

Victory at Frontier LLC 211 W Frontier Parkway Prosper, Texas 75078 Contact: Tony Ramji Ph. (469) 213-7833 jesus@vg-re.com

APPLICANT / ENGINEER: Kimley-Horn and Associates, Inc. 13455 Noel Road Two Galleria Office Tower, Suite #700, Dallas, Texas 75240 Contact: Neda Hosseiny Ph. (972) 770-1300 neda.hosseiny@kimley-horn.com

Fort Worth, Texas 76102 Contact: David J. De Weirdt Ph. (817) 335-6511 david.deweirdt@kimley-horn.com

SURVEYOR:

Copyright © 2025 All rights reserved

Approved Revised Conveyance Plat (D20-0001)

LEGEND OF ABBREVIATIONS

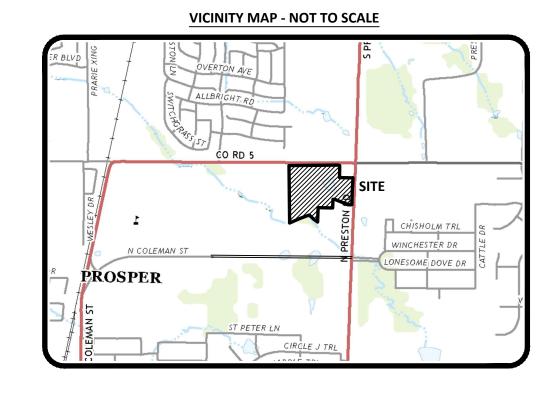
D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS
 P.R.C.C.T. PLAT RECORDS, COLLIN COUNTY, TEXAS

P.R.C.C.T. PLAT RECORDS, COLLIN COUNTY, TEXAS
 O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN, COUNTY, TEXAS
 DOC. NO. DOCUMENT NUMBER

C.M. CONTROLLING MONUMENT
 SQ. FT. SQUARE FEET
 ROW RIGHT OF WAY
 CRS CAPPED REBAR SET

SURVEYOR'S NOTES:

- 1. Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83), with a combined scale factor of 1.00015271.
- 2. This property lies within Zone "A" and Zone "X" (Unshaded) of the Flood Insurance Rate Map for Collin County, Texas and Incorporated Areas, map no. 48085C0235J, with an effective date of June 2, 2009, via scaled map location and graphic plotting.
- 3. Monuments are found unless specifically designated as set.
- 4. Notice: A conveyance plat is a record of property approved by the Town of Prosper, Texas, for the purpose of sale or conveyance in its entirety or interests thereon defined. No building permit shall be issued nor permanent public utility service provided until a final plat is approved, filed of record and public improvements accepted in accordance with the provisions of the Subdivision Ordinance of the Town of Prosper. Selling a portion of this addition by metes and bounds is a violation of town ordinance and state law and is subject to fines and withholding of utilities and building permits.



CERTIFICATE OF APPROVAL

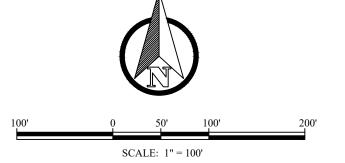
APPROVED THIS ______ DAY OF _______, 20____ BY THE

PLANNING & ZONING COMMISSION OF THE TOWN OF PROSPER, TEXAS

_____TOWN SECRETARY

DEVELOPMENT SERVICES DEPARTMENT

ENGINEERING DEPARTMENT



STATE OF TEXAS
COUNTY OF TARRANT

This is to certify that I, John H. Barton III, a Registered Professional Land Surveyor of the State of Texas, have platted the subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED, VIEWED, OR RELIED UPON AS A FINAL SURVEY DOCUMENT April 16, 2020

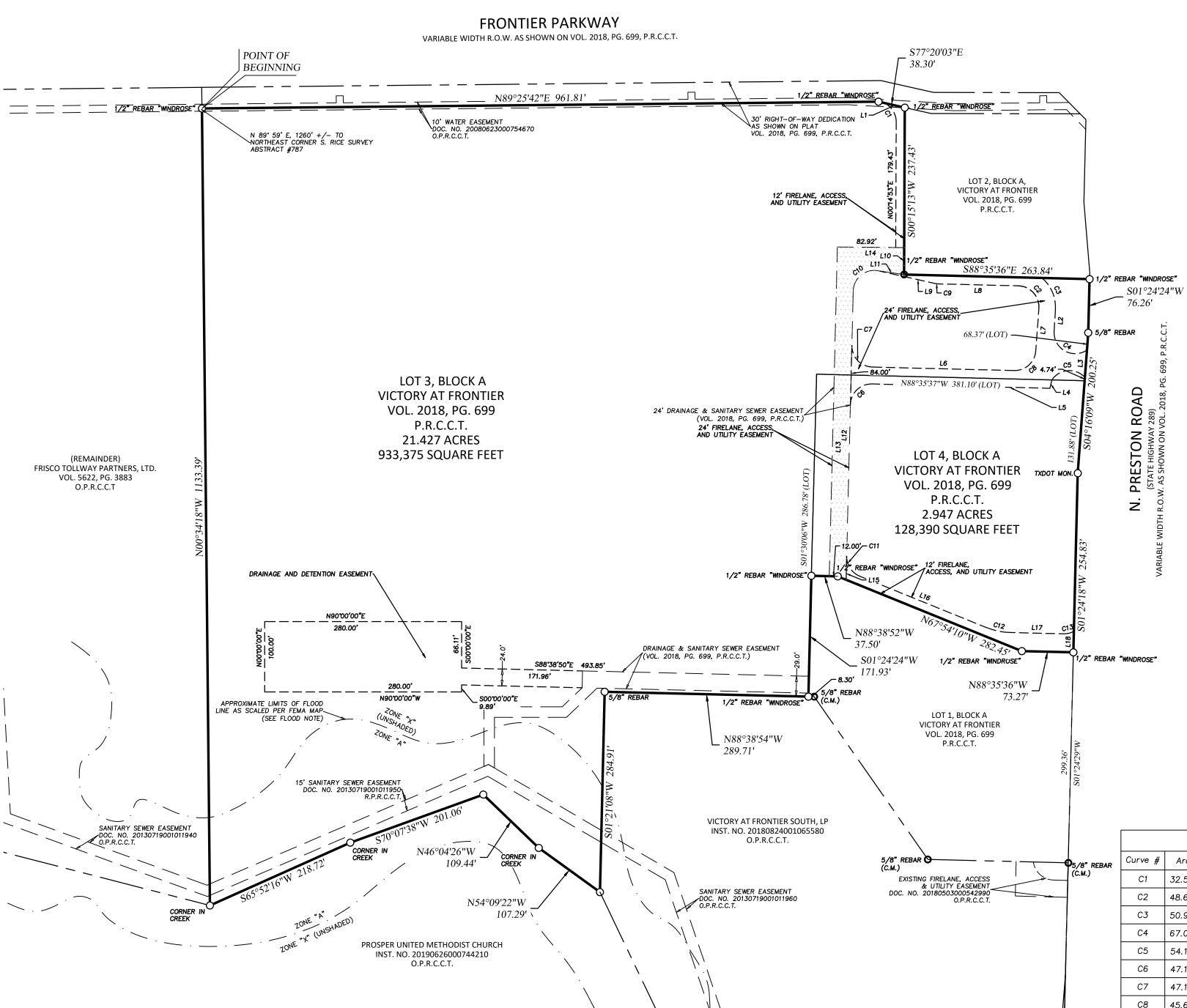
John H. Barton III, RPLS #6737

STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared_______, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ______day of _______2

Notary Public in and for the State of Texas



Line #	Distance	Bearing
L1	29.61'	S77°20'03"E
L2	30.34'	S0319'29"W
L3	38.86'	S0416'09"W
L4	12.26'	N13°17'04"E
L5	252.92'	S88°35'37"E
L6	201.56	N88°35'37"W
L7	60.62	S04°16'09"W
L8	114.32'	S88°35'36"E
L9	82.11'	S77°23'56"E
L10	38.35'	N00°15'13"E
L11	36.09'	S81°42'57"E
L12	410.71	N01°24'24"E
L13	468.26	S01°24'24"W
L14	94.90'	N89°25'42"W
L15	33.57'	N01°23'53"E
L16	193.35'	S67°54'10"E
L17	75.18'	S88*35'36"E
L18	29.86'	S01°24'24"W

Line Data Table



May 5, 2020

 Curve
 Data
 Table

 Curve
 #
 Arc
 Radius
 Delta
 Chord Bearing
 Chord

 C1
 32.54'
 29.94'
 062*16'06"
 N32*48'30"W
 30.96'

 C2
 48.62'
 30.00'
 092*51'45"
 S42*09'44"E
 43.47'

 C3
 50.98'
 53.50'
 054*35'42"
 S23*01'43"E
 49.07'

 C4
 67.06'
 30.00'
 128*04'23"
 S59*46'03"E
 53.94'

 C5
 54.18'
 30.00'
 103*28'37"
 N85*38'30"E
 47.11'

 C6
 47.12'
 30.00'
 090*00'00"
 N46*24'23"E
 42.43'

 C7
 47.12'
 30.00'
 090*00'00"
 N43*35'36"W
 42.43'

 C8
 45.63'
 30.00'
 087*08'15"
 S47*50'16"W
 41.35'

 C9
 3.91'
 20.00'
 011*11'38"
 S82*59'47"E
 3.90'

 C10
 52.99'
 30.00'
 101*12'12"
 N52*00'30"E
 46.37'

STATE OF TEXAS §

COUNTY OF COLLIN

WHEREAS **VICTORY AT FRONTIER, LLC** is the owner of Lot 3, Block A, Victory at Frontier, an addition in the Town of Prosper, Collin County, Texas, according to the plat recorded in Volume 2018, Page 699, Plat Records, Collin County, Texas, the subject tract being more particularly described as follows (bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD '83)):

BEGINNING at a 1/2 inch rebar with cap stamped "WINDROSE" found at the northwest corner of said Lot 3;

THENCE with the perimeter and to the corners of said Lot 3, the following calls:

- 1. NORTH 89 degrees 25 minutes 42 seconds EAST, a distance of 961.81 feet to a 1/2 inch rebar with cap stamped "WINDROSE" found;
- 2. SOUTH 77 degrees 20 minutes 03 seconds EAST, a distance of 38.30 feet to a 1/2 inch rebar with cap stamped "WINDROSE" found;
- 3. SOUTH 00 degrees 15 minutes 13 seconds WEST, a distance of 237.43 feet to a 1/2 inch rebar with cap stamped "WINDROSE" found;
- 4. SOUTH 88 degrees 35 minutes 36 seconds EAST, a distance of 263.84 feet to a 1/2 inch rebar with cap stamped "WINDROSE" found;
- 5. SOUTH 01 degree 24 minutes 24 seconds WEST, a distance of 76.26 feet to a 5/8 inch rebar found;
- 6. SOUTH 04 degrees 16 minutes 09 seconds WEST, a distance of 200.25 feet to a Texas Department of Transportation monument found;
- 7. SOUTH 01 degree 24 minutes 18 seconds WEST, a distance of 254.83 feet to a 1/2 inch rebar with cap stamped "WINDROSE" found; 8. NORTH 88 degrees 35 minutes 36 seconds WEST, a distance of 73.27 feet to a 1/2 inch rebar with cap stamped "WINDROSE" found;
- 9. NORTH 67 degrees 54 minutes 10 seconds WEST, a distance of 282.45 feet to a 1/2 inch rebar with cap stamped "WINDROSE" found;
- 10. NORTH 88 degrees 38 minutes 52 seconds WEST, a distance of 37.50 feet to a 1/2 inch rebar with cap stamped "WINDROSE" found;
- 11. SOUTH 01 degree 24 minutes 24 seconds WEST a distance of 171.02 feet to a 1/2 inch rehar with can stamped "WINDROSE" found
- 11. SOUTH 01 degree 24 minutes 24 seconds WEST, a distance of 171.93 feet to a 1/2 inch rebar with cap stamped "WINDROSE" found;

12. NORTH 88 degrees 38 minutes 54 seconds WEST, a distance of 289.71 feet to a 5/8 inch rebar found;

- 13. SOUTH 01 degree 21 minutes 08 seconds WEST, a distance of 284.91 feet;
- 14. NORTH 54 degrees 09 minutes 22 seconds WEST, a distance of 107.29 feet;
- 15. NORTH 46 degrees 04 minutes 26 seconds WEST, a distance of 109.44 feet;
- 13. NONTH 40 degrees 04 minutes 20 seconds WLST, a distance of 103.44 feet,
- 16. SOUTH 70 degrees 07 minutes 38 seconds WEST, a distance of 201.06 feet;17. SOUTH 65 degrees 52 minutes 16 seconds WEST, a distance of 218.72 feet;
- 18. NORTH 00 degrees 34 minutes 18 seconds WEST, a distance of 1133.39 feet, returning to the **POINT OF BEGINNING** and enclosing 24.375 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

THAT VICTORY AT FRONTIER, LLC does hereby certify and adopt this plat designating the herein above described property as **LOTS 3 AND 4, BLOCK A, VICTORY AT FRONTIER**, and does hereby dedicate to the public use forever, the streets and alleys shown thereon.

VICTORY AT FRONTIER, LLC, does herein certify the following:

- 1. The streets and alleys are dedicated for street and alley purposes.
- 2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
- 3. The easements and public use areas, as shown, are dedicated to the public use forever for the purposes indicated on this plat.
- 4. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the
- easements as shown, except that landscape improvements may be placed in landscape easements if approved by the Town of Prosper.

 5. The Town of Prosper is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or
- repair.
- 6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by the public utilities being subordinate to the public's and Town of Prosper's use thereof.
- 7. The Town of Prosper and public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
- 8. The Town of Prosper and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
- 9. All modifications to this document shall be by means of plat and approved by the Town of Prosper.

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

This plat is hereby adopted by the Owners and approved by the Town of Prosper (Called "Town") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns: The Portion of Block A, as shown on the plat is called "Drainage and Detention Easement". The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The Town will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence or any other structure within the Drainage and Detention Easement, as herein above defined, unless approved by the Town Engineer. Provided, however, it is understood that in the event it becomes necessary for the Town to erect or consider erecting any type of drainage structure in order to improve the storm drainage that my be occasioned by drainage in or adjacent to the subdivision, then in such event, the Town shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the Town shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The Town shall not be held liable for any damages of any nature resulting from the

WITNESS MY HAND AND SEAL OF	OFFICE, this	day of	 20	
				-

VICTORY AT FRONTIER, LLC

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared_______, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

occurrence of these natural phenomena, or resulting from the failure of any structure or structures, within the Easement.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of ______20____.

Notary Public in and for the State of Texas

CASE# D20-0001
REVISED CONVEYANCE PLAT

LOTS 3 AND 4, BLOCK A
VICTORY AT FRONTIER
24.375 ACRES

AN ADDITION IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS BEING A REPLAT OF PART OF LOT 3, BLOCK A

VICTORY AT FRONTIER

ENGINEER



5200 State Highway 121 Colleyville, TX 76034 Phone: 817-488-4960 TX Firm No. 15874

SURVEYOR

John H. Barton III, RPLS #6737 5200 State Highway 121 Colleyville, TX 76034 Phone: 817-864-1957 jack@bcsdfw.com

TBPLS Firm# 10194474

OWNER/DEVELOPER

VICTORY AT FRONTIER, LLC 6125 LUTHER LANE SUITE 583 DALLAS, TX 75225 CONTACT RYAN PRICE 214.207.0944

BCS

REVISED: 12/20/2019 - CITY COMMENTS

REVISED: 01/21/2020 - CITY COMMENTS

REVISED: 02/12/2020 - CITY COMMENTS

'OB NUMBER: 2018.001.007

CHECKED BY: BCS

DRAWN BY:

4	
	V.
	TOWN OF
	PROSPEK

VICTORY AT FRONTIER

PROSPER, TEXAS

SHEET:

Z:\Project Data\Survey\001 - Kirkman Engineering\2018\007 - Victory at Frontier\Drawings

PLANNING



To: Planning & Zoning Commission Item No. 3m

From: Dakari Hill, Senior Planner

Through: David Hoover, AICP, Director of Development Services

Cc: Suzanne Porter, AICP, Planning Manager

Re: Preliminary Plat of Mirabella

Meeting: June 17, 2025

Agenda Item:

Consider and act upon a request for a Preliminary Plat of Mirabella, on 190.2± acres, located on the north side of University Drive and 1,000± feet west of Custer Road. (DEVAPP-25-0039)

Future Land Use Plan:

The Future Land Use Plan designates this area as Medium Density Residential and the US Highway 380 District.

Zoning:

The property is zoned Planned Development-114 (Single Family-10).

Conformance:

The Preliminary Plat conforms to the development standards of Planned Development-114.

- * Bolded items in this section represent what is reflected on the preliminary plat while the items in parenthesis show the requirements outlined in the Planned Development. *
 - Density:
 - Overall Density 1.5 UPA (Max. of 3.0 UPA)
 - Acreage 190.2 Acres
 - Lot Count 288 Lots
 - Lot Count No Max. Overall Lot Count
 - Type A Lots (15,000 SF) 73 Lots (No Max. or Min.)

- Type B Lots (9,000 SF) **105 Lots** (Max. of 105)
- Type C Lots (7,000 SF) 110 Lots (Max. of 145)
- Size of Yards:
 - Type A Lots
 - Minimum Front Yard **25**' (Min. of 25')
 - Minimum Side Yard 7' (Min. of 7')
 - Minimum Rear Yard 20' (Min. of 20')
 - Type B Lots
 - Minimum Front Yard 20' (Min. of 20')
 - Minimum Side Yard 7' (Min. of 7')
 - Minimum Rear Yard 20' (Min. of 20')
 - Type C Lots
 - Minimum Front Yard 20' (Min. of 20')
 - Minimum Side Yard 5' (Min. of 5')
 - Minimum Rear Yard 20' (Min. of 20')
- Size of Lots:
 - o Type A Lots
 - Minimum Lot Size 15,000 SF (Min. of 15,000 SF)
 - Minimum Lot Width **80'** (Min. of 80')
 - Minimum Lot Depth **125**' (Min. of 125')
 - Type B Lots
 - Minimum Lot Size 9,600 SF (Min. of 9,000 SF)
 - Minimum Lot Width 70' (Min. of 70')
 - Minimum Lot Depth **125**' (Min. of 125')
 - Type C Lots
 - Minimum Lot Size 7,700 SF (Min. of 7,000 SF)
 - Minimum Lot Width **55**' (Min. of 55')
 - Minimum Lot Depth **125**' (Min. of 125')

Description of Agenda Item:

The purpose of the Preliminary Plat is to construct a gated 288 single-family homes and 27 common area/open space lots. Seventy-three of these lots will be developed as Type A Lots (15,000 SF), 105 of these lots will be developed as Type B Lots (9,000 SF), and the remaining 110 lots will be developed as Type C Lots (7,000 SF). All Type A Lots (15,000 SF) are required to be located on the northwest side of the spine road running through the subdivision. All Type B (9,000 SF) and Type C Lots (7,000 SF) are required to be located on the southeast side of the spine road running through the subdivision.

A Preliminary Plat (D22-0036) was approved by the Planning & Zoning Commission on February 21, 2023. A Preliminary Plat has a validity of two years. A one-year extension was granted; however, the developer has submitted this revised preliminary plat to update the layout to preserve more trees and natural features on the site.

Access:

Access is provided from Custer Road and University Drive.

Landscaping, Open Space, and Screening:

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

Major Creek:

The proposed subdivision is located adjacent to a major creek, Rutherford Branch. However, per Planned Development-114, the single-family tract is not required to comply with the creek frontage requirements listed in the Subdivision Ordinance.

Hike & Bike Trail:

A ten-foot hike and bike trail is being provided from the entrance of the subdivision, Custer Road, to the proposed gate location where it will then connect to trails that extend from the northern subdivision, Wandering Creek.

Companion Item:

There is no companion item on this Planning & Zoning agenda.

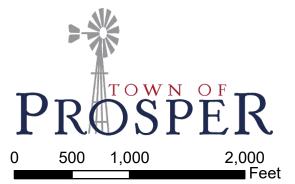
Attached Documents:

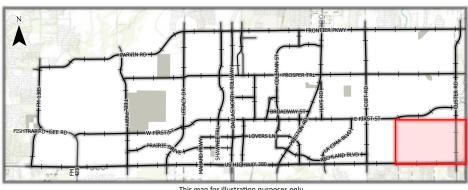
- 1. Location Map
- 2. Preliminary Plat
- 3. Previously Approved Preliminary Plat (D22-0036)

Town Staff Recommendation:

Town Staff recommends approval of the Preliminary Plat.



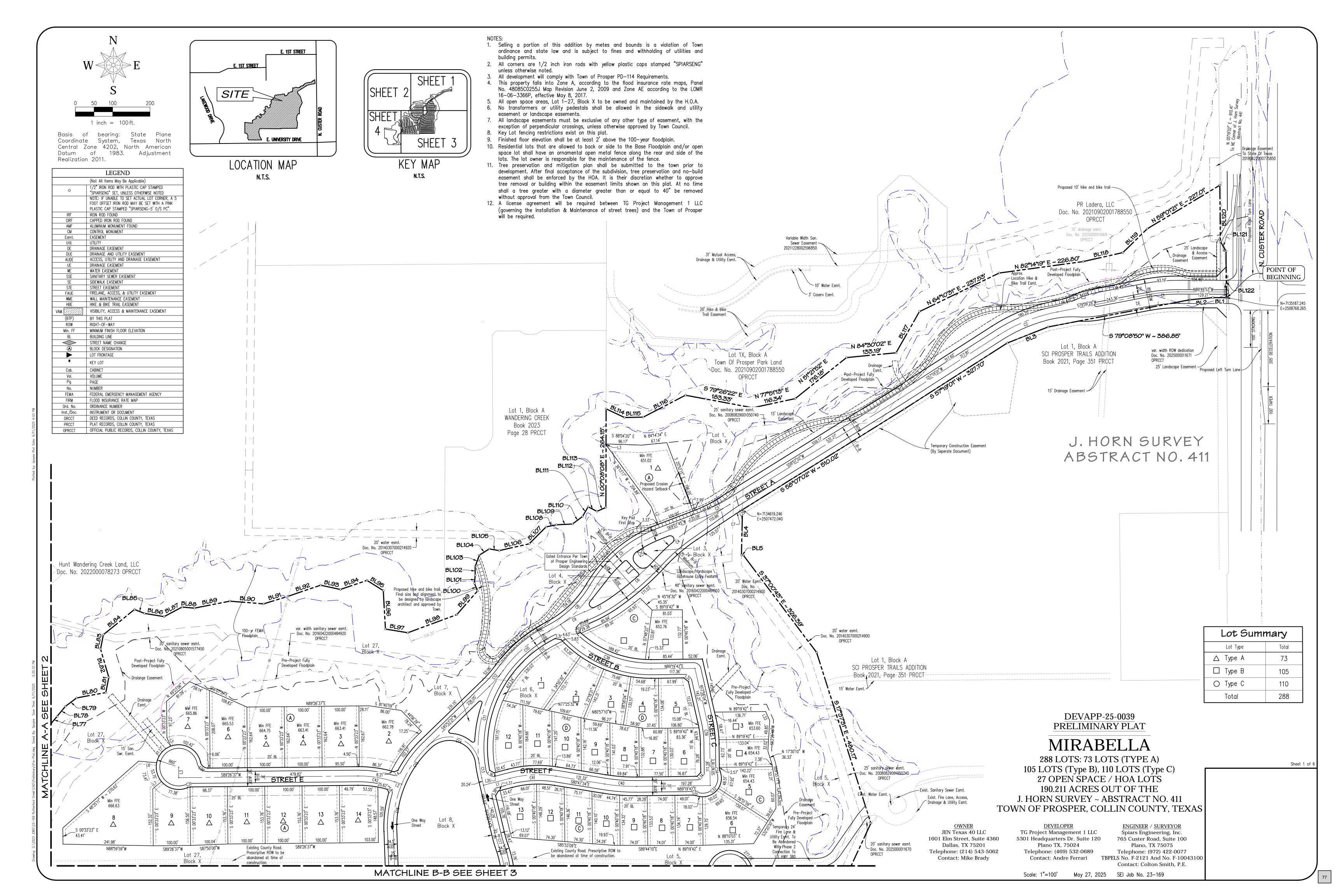


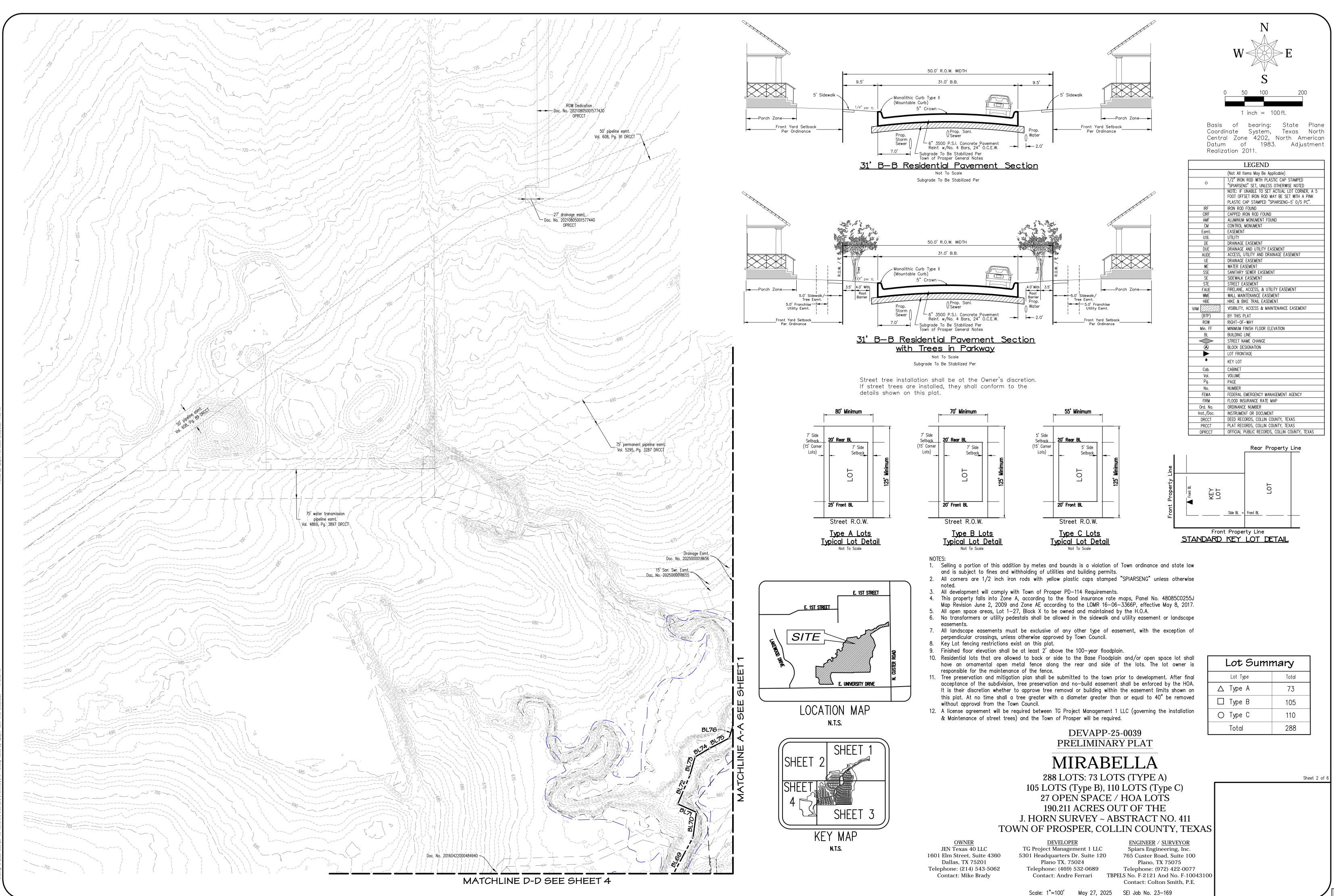


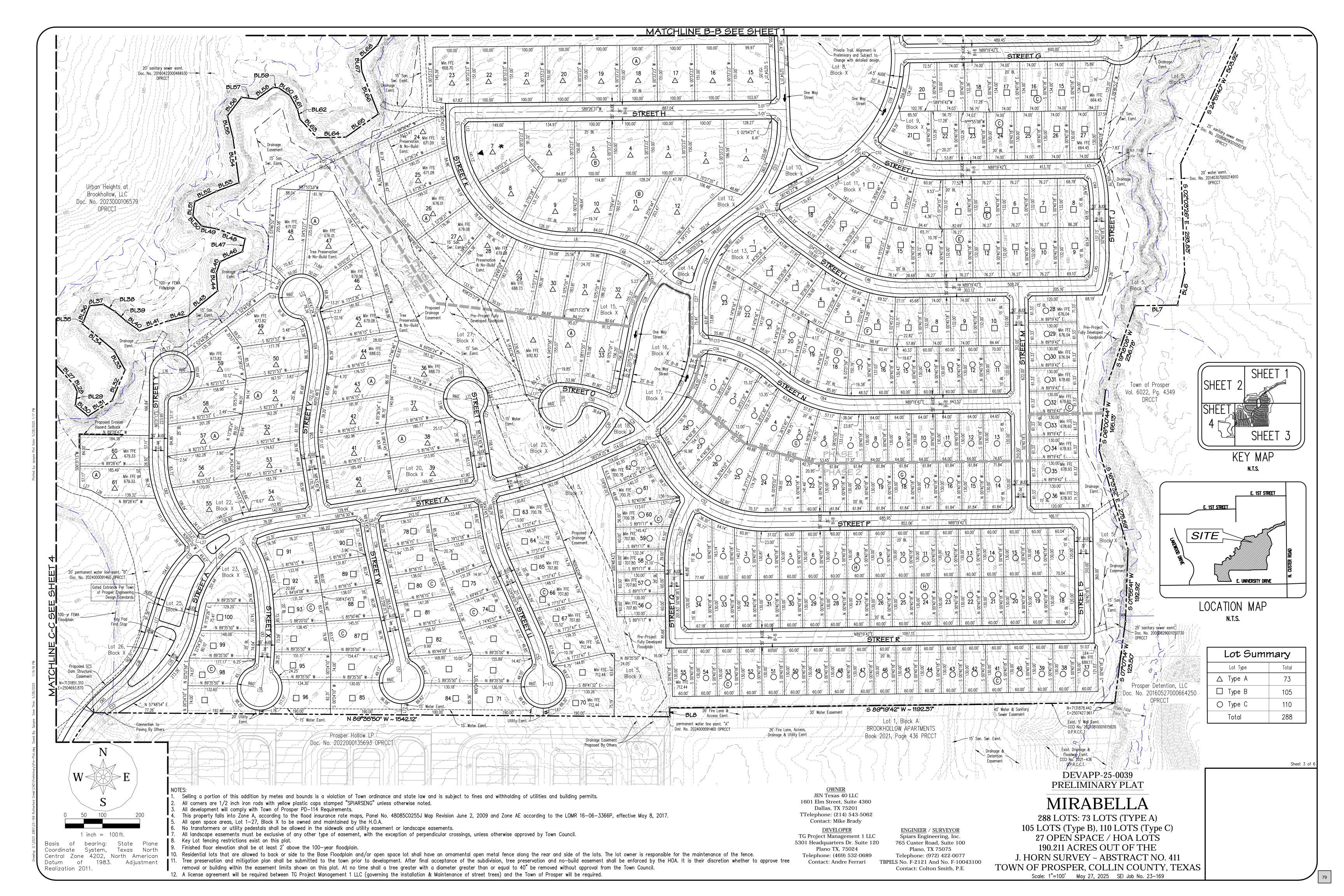
DEVAPP-25-0039

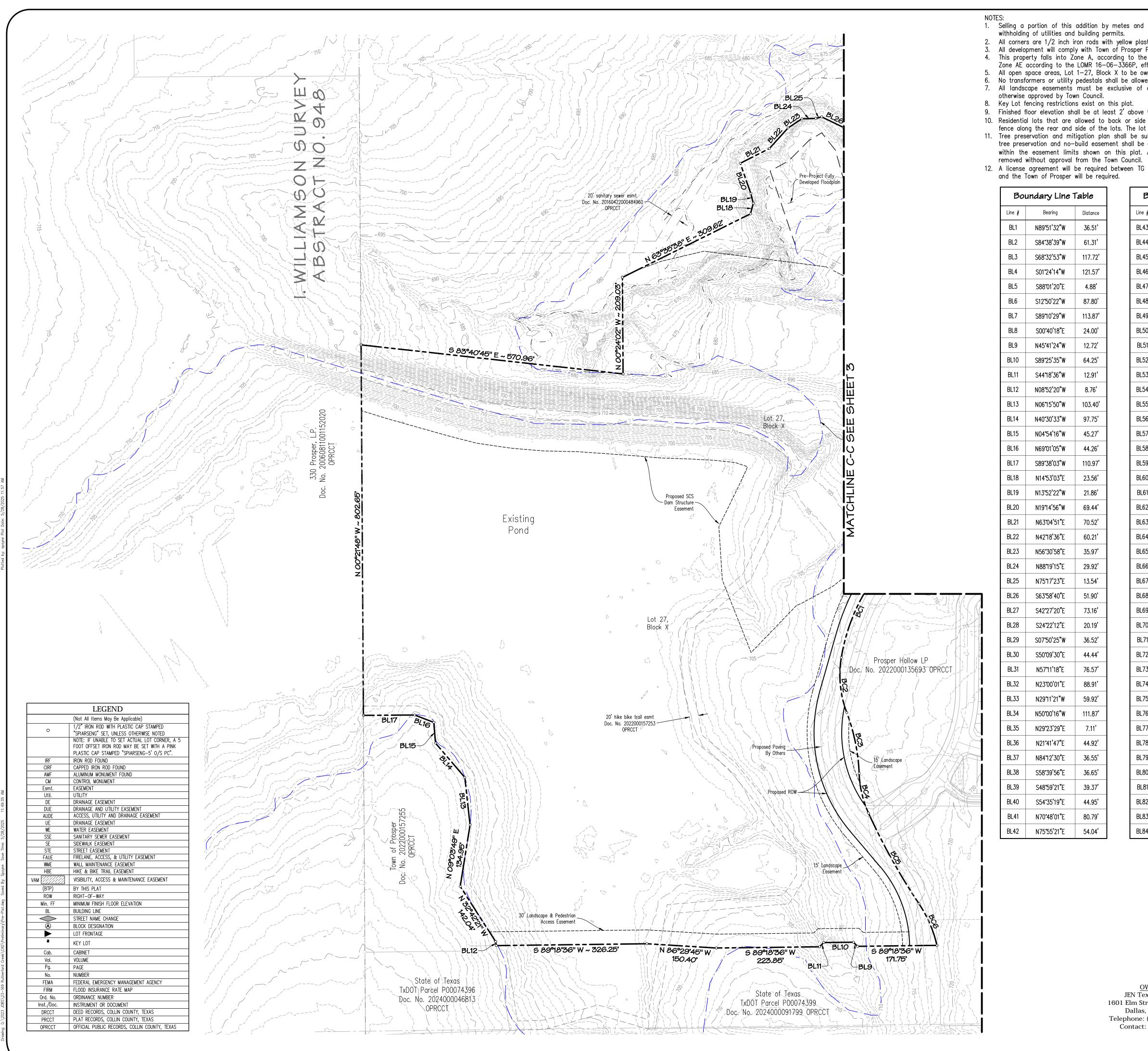
Mirabella

Preliminary Plat









1. Selling a portion of this addition by metes and bounds is a violation of Town ordinance and state law and is subject to fines and withholding of utilities and building permits.

. All corners are 1/2 inch iron rods with yellow plastic caps stamped "SPIARSENG" unless otherwise noted.

BL43

BL45

BL46

BL47

BL50

BL51

BL52

BL53

BL54

BL57

BL58

BL59

BL60

BL61

BL62

BL63

BL64

BL67

BL68

BL69

BL71

BL72

BL73

BL74

BL75

BL77

BL81

BL70 N07°37'26"E

BL76 N16°57'59"E

BL80 N79°32'10"E

BL82 N16*15'58"W

BL83 N11°06'23"E

All development will comply with Town of Prosper PD-114 Requirements. 4. This property falls into Zone A, according to the flood insurance rate maps, Panel No. 48085C0255J Map Revision June 2, 2009 and Zone AE according to the LOMR 16-06-3366P, effective May 8, 2017.
5. All open space areas, Lot 1-27, Block X to be owned and maintained by the H.O.A.

6. No transformers or utility pedestals shall be allowed in the sidewalk and utility easement or landscape easements. 7. All landscape easements must be exclusive of any other type of easement, with the exception of perpendicular crossings, unless

otherwise approved by Town Council. 8. Key Lot fencing restrictions exist on this plat.

N89°51'32"W

S84°38'39"W

S68°32'53"W

S12°50'22"W

S8910'29"W

S00°40'18"E

S44°18'36"W

N08°52'20"W

N0615'50"W

N40°30'33"W

N14°53'03"E

N13°52'22"W

N19¶4'56"W

N88°19'15"E

N75°17'23"E

S63°58'40"E

S24°22'12"E

S07°50'25"W

S50°09'30"E

N23°00'01"E

N50°00'16"W

N29**°**23'29"E

N21°41'47"E

N84°12'30"E

S58°39'56"E

S54°35'19"E

N70°48'01"E

N75°55'21"E

24.00'

12.72'

12.91'

23.56

69.44'

29.92'

20.19

36.52

76.57

88.91'

59.92'

7.11'

36.55

36.65

44.95'

80.79

54.04

9. Finished floor elevation shall be at least 2' above the 100-year floodplain.

10. Residential lots that are allowed to back or side to the Base Floodplain and/or open space lot shall have an ornamental open metal fence along the rear and side of the lots. The lot owner is responsible for the maintenance of the fence.

11. Tree preservation and mitigation plan shall be submitted to the town prior to development. After final acceptance of the subdivision, tree preservation and no-build easement shall be enforced by the HOA. It is their discretion whether to approve tree removal or building within the easement limits shown on this plat. At no time shall a tree greater with a diameter greater than or equal to 40" be

Boundary Line Table

BL44 N03°56'25"W 48.72'

N19°20'53"E

N11°54'21"E

BL48 N70°42'53"W 81.72'

BL49 N80°00'32"W 39.18'

N07°09'11"E

N64°10'55"E

N69°26'50"E

BL55 N13°45'51"W 61.40'

BL56 N37*15'49"E 61.92'

S83°19'30"E

N54°38'56"E

S86°55'40"E

S55*38'52"E

S28°34'01"E

S13°29'57"E

S42°36'04"E

BL66 N21°24'08"W 123.29'

N54°28'29"E 107.45'

N03°15'02"W 30.57'

N48°58'15"E 57.20'

N28°17'47"E 137.36

N65°51'32"W 52.64'

N59°14'56"E 43.83'

N62°35'34"E 56.65

N40°23'05"E 25.93'

32.41

79.53

39.16

N22°59'23"E

N15°43'05"E

BL78 N39°34'08"E 34.37'

BL79 N52*56'25"E 37.87'

N11°15'46"E

BL84 N50°54'57"E 107.35'

N42°03'10"W 35.91

N07°41'40"W 120.96'

65.26

15.03**'**

12. A license agreement will be required between TG Project Management 1 LLC (governing the installation & Maintenance of street trees) and the Town of Prosper will be required.

N50°50'48"E 63.78'

Boundary Line Table

BL85 S68*43'07"E 28.74'

BL86 | \$80°34'06"E | 53.18'

N62°00'14"E

S84°42'52"E

BL89 N78°49'32"E

BL90 S85°24'24"E

BL91 N72*46'01"E

BL92 N71°08'32"E

BL93 S77°42'10"E

BL95 S58°00'55"E

BL96 S03°16'58"E

BL97 S80°36'22"E

BL99 N41°10'06"E

BL101 N05°22'09"E

BL102 N00°09'11"E

BL103 N19°54'34"E

BL104 N5812'11"E

BL105 S80°40'45"E

BL106 N77*16'14"E

BL109 N87°22'30"E

BL112 S62°15'42"E

N44°51'18"E 63.91'

BL108 N78°26'45"E 28.31'

BL110 N53°02'50"E 33.82'

BL111 N29°53'04"E 29.95'

BL113 N66°47'25"E 26.27'

BL114 S64*57'48"E 54.48'

BL115 | N88°56'09"E | 50.09'

BL116 N62*31'57"E 127.31

BL118 N77*15'36"E 109.08'

BL119 N45°40'31"E 91.02'

BL120 | S00°31'34"E | 150.60'

BL121 S30°31'34"E 30.00'

BL122 S00°24'20"E 124.75'

N29°34'03"E 126.77

BL107

BL117

N71°09'20"E

BL98 N69°43'04"E 139.88'

BL100 N22°03'36"W 21.98'

BL87

BL88

BL94

Distance

96.95

67.95'

92.62'

51.44'

103.20

60.66

21.59'

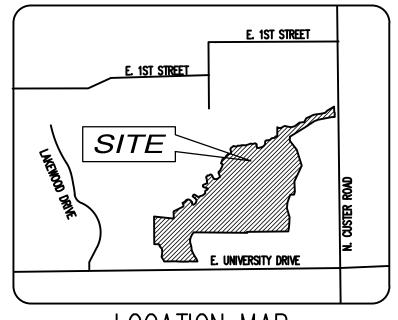
24.02'

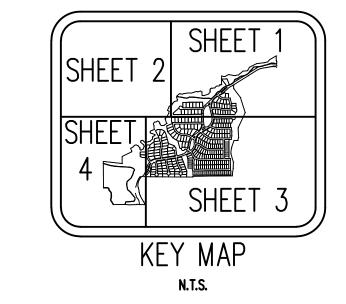
26.43'

V		S	\gg E	
0	50	100		200
	1 inc	h = 10	0 ft.	
Basis of Coordinate	: Sy		State Texa:	s 1

Plane North Central Zone 4202, North American Datum of 1983. Adjustment

BC2 120.97' 230.00' 30°08'03" S05°41'23"E 119.58 BC3 135.29' 418.54' 18°31'14" N11°29'48"W 134.70	irve #	Length	Radius	Delta	Chord Bearing	Chord Distance
BC3 135.29' 418.54' 18°31'14" N11°29'48"W 134.70	BC1	245.56	416.49'	33*46'54"	S2616'06"W	242.02'
	3C2	120.97	230.00'	30°08'03"	S05°41'23"E	119.58'
BC4 88.91' 230.00' 22'08'52" \$13'18'38"F 88.35	3C3	135.29'	418.54	18 ° 31'14"	N11°29'48"W	134.70'
	3C4	88.91'	230.00'	22*08'52"	S1318'38"E	88.35'
BC5 224.84' 1366.94' 9°25'27" S29°05'47"E 224.56	3C5	224.84'	1366.94	9°25'27"	S29°05'47"E	224.58'
BC6 98.76' 270.00' 20°57'28" N23°19'47"W 98.21	3C6	98.76'	270.00'	20*57'28"	N2319'47"W	98.21'





Lot Surr	ımary
Lot Type	Total
△ Type A	73
□ Туре В	105
◯ Type C	110
Total	288

DEVAPP-25-0039 PRELIMINARY PLAT

MIRABELLA

288 LOTS: 73 LOTS (TYPE A) 105 LOTS (Type B), 110 LOTS (Type C) 27 OPEN SPACE / HOA LOTS 190.211 ACRES OUT OF THE J. HORN SURVEY ~ ABSTRACT NO. 411 TOWN OF PROSPER, COLLIN COUNTY, TEXAS

OWNER JEN Texas 40 LLC 1601 Elm Street, Suite 4360 Dallas, TX 75201 Telephone: (214) 543-5062 Contact: Mike Brady

TG Project Management 1 LLC 5301 Headquarters Dr. Suite 120 Plano TX, 75024 Telephone: (469) 532-0689 Contact: Andre Ferrari

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

Sheet 4 of 6

S 86°55'40" E, 15.03 feet;

S 55°38'52" E, 37.40 feet;

S 28°34'01" E, 41.18 feet;

S 89°18'36" W, 171.75 feet to a 5/8" iron rod with

S 89°25'35" W, 64.25 feet to a 5/8" iron rod with

plastic cap stamped "TXDOT" found;

N 45°41'24" W, 12.72 feet;

S 13°29'57" E, 27.44 feet; S 42°36'04" E, 67.81 feet; N 88°47'58" E, 77.24 feet; N 54°28'29" E, 107.45 feet; N 21°24'08" W, 123.29 feet; N 03°15'02" W, 30.57 feet; N 48°58'15" E, 57.20 feet; N 28°17'47" E, 137.36 feet; N 07°37'26" E, 65.14 feet; N 65°51'32" W, 52.64 feet; N 22°59'23" E, 80.54 feet; N 15°43'05" E, 48.99 feet; N 59°14'56" E, 43.83 feet; N 62°35'34" E, 56.65 feet; N 16°57'59" E, 32.41 feet; N 40°23'05" E, 25.93 feet; N 39°34'08" E, 34.37 feet; N 52°56'25" E, 37.87 feet; N 79°32'10" E, 79.53 feet; N 11°15'46" E, 41.50 feet; N 16°15'58" W, 78.92 feet; And N 11°06'23" E, 39.16 feet to a point for a southerly corner of a tract conveyed to Hunt Wandering Creek Land, LLC, recorded in Document No. 2022000078273 OPRCCT; THENCE along the common line thereof, the following: N 50°54'57" E, 107.35 feet; S 68°43'07" E, 28.74 feet; S 80°34'06" E, 53.18 feet; N 62°00'14" E, 54.72 feet; S 84°42'52" E, 32.95 feet; N 78°49'32" E, 96.95 feet; S 85°24'24" E, 90.84 feet; N 72°46'01" E, 67.95 feet; N 71°08'32" E, 92.62 feet; S 77°42'10" E, 54.20 feet; N 71°09'20" E, 75.19 feet; S 58°00'55" E, 51.44 feet; S 03°16'58" E, 103.20 feet; S 80°36'22" E, 60.66 feet; And N 69°43'04" E, passing at 104.30 feet the southwest corner of Lot 1, Block A, Wandering Creek, recorded in Book 2023, Page 28 PRCCT, and continuing along the common line thereof a total distance of 139.88 feet: THENCE continuing along the common line thereof, N 41°10'06" E, 84.32 feet; N 22°03'36" W, 21.98 feet; N 05°22'09" E, 21.59 feet; N 00°09'11" E, 24.02 feet; N 19°54'34" E, 31.91 feet; N 58°12'11" E, 31.51 feet; S 80°40'45" E, 27.16 feet; N 77°16'14" E, 82.24 feet; N 44°51'18" E, 63.91 feet; N 78°26'45" E, 28.31 feet; N 87°22'30" E, 43.05 feet; N 53°02'50" E, 33.82 feet; N 29°53'04" E, 29.95 feet; S 62°15'42" E, 26.43 feet; N 66°47'25" E, 26.27 feet; And N 00°08'08" E, 264.15 feet to the southwest

N 77°15'36" E, 109.08 feet;

N 45°40'31" E, 91.02 feet;

And N 59°01'21" E, 227.01 feet to a 1/2" iron rod

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS: THAT JEN Texas 40 LLC acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designated the herein above described property as Mirabella, an addition to the Town of Prosper. The streets and alleys shown on this plat as access easements are for the use and benefit or the owner of the property of this subdivision, their leases, invitees, and licensees. By acceptance of a deed conveying title to any lot in this subdivision, the owner thereof shall be deemed to have agreed and acknowledged and does certify the following: 1. The street and allevs (and all associated storm sewer systems) are private streets and alleys (and storm sewer) and are dedicated to the Town of Prosper as Access, Utility, and Drainage Easements. The Town has no responsibility or liability to make any repairs to such streets and allevs and storm sewer as long as they are private streets and alleys, except repairs made necessary by reason of installation, repair, or replacement of municipal utilities located therein or in the utility easements adjacent thereto. 2.So long as such streets and alleys and associated storm sewer are private, the sole responsibility for maintenance and replacement thereof shall be borne by the owners of the lots in this subdivision and/or any homeowner's association hereafter established for the owners of lots in this subdivision (the "Association"). Such maintenance and replacement shall be in conformance with the requirements, standards, and specifications of the Town of Prosper, as presently in effect or as same may be hereafter amended. This provision may be enforced by specific performance or by any other remedy allowed by law. 3. Neither the property owners within this subdivision nor the Association, nor any other association or other organization or entity representing them shall have the right to request dedication (whether by voluntary or involuntary act or omission) of such private streets and alleys and storm sewer to the Town unless and until the Town has inspected such streets and alleys and determined that, at the time in question, they meet the Town's standards. If the Town desires to accept a dedication of said streets and alleys and storm sewer, the Association, its successors or assigns, or the owners of the lots in the subdivision will may, at the owners' or the Association's expense, all repairs required by the Town to the private streets and alleys and storm sewer to the Town. Before dedication, all public improvements and dedications shall be free and clear of all debt. liens, and/or encumbrances. 4. These easements and public use areas, as shown, are dedicated for the benefit of the owners of the property in this subdivision, their leases, invitees, and licensees use forever, for the purpose indicated on this plat. 5. The provisions hereof shall be binding upon and enforceable against all property owners in this subdivision, their successors and assigns and the Association and its successors and assigns. The provisions hereof may be enforced by the Town, any property owner in the subdivision, and/or the Association. These covenants and restrictions shall run with the land and be binding on the owners of the property in this subdivision, their successor and assigns, the Association, its successors and assigns and all parties claiming by, through and under them. In the event a replat is requested on all of part of this property, the Town may require any similar or additional restrictions and covenants in it's sole discretion. These covenants and restrictions shall terminate when all the access easements shown on this plat are included within a replat of all or part of this property and are dedicated to the Town as public streets and allevs. In addition, all modifications to this document shall be by means of plat and approved by 7. If the owner of the property in this subdivision should open the private streets to the public, such use shall be considered a temporary license only. The owners of property in this subdivision through the Association reserve the right to close the street to the public at any time prior to formal dedication of the street to the public, and acceptance of the same 8. The owners of property in this subdivision and the Association shall allow access to the subdivision and the streets in the subdivision to all Town employees and contractors acting on behalf of the Town and all governmental service vehicles, including, without limitation, law enforcement, fire, ambulance, sanitation, inspection, and health vehicles. In addition, Utility Easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the Town's use thereof. The Town of Prosper and public utilities shall, at all time, have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding or removing all or parts of their respective systems without the necessity of procuring permission from anyone. The owners of property within this subdivision hereby agree and recognize that the entire subdivision is benefited by the Town allowing the owners to maintain and control access to the private streets shown hereon, and that the Town is benefited by having the value of the property enhanced for ad valorem tax purposes and not being under any covenants, the benefits shall constitute sufficient and valid consideration 10. The owners of each lot affected by a drainage easement across the rear portion of such lot may not construct any improvements within such lot except those improvements which (a) do not impede the natural flow of water across the property affected by such drainage easement (such as swimming pools and

in Landscape Easements, if approved by the Town. Landscaping may be placed in/or near other easements with Town approval. The Town and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The Town of Prosper is not responsible for replacing any improvements in, under, or over any easement caused by maintenance or repair 12. Invalidation or any word, phrase, sentence, paragraph, covenant, or restriction by court judgement or otherwise, shall not affect the validity of the other

with plastic cap stamped "SPIARSENG" set on the

THENCE S 00°31'34" E, 150.60 feet along the west

THENCE S 30°31'34" E, 30.00 feet continuing along

THENCE S 00°24'20" E, 124.75 feet to the POINT OF

BEGINNING with the subject tract containing 8,285,586

west line of Farm to Market Road 2478;

square feet or 190.211 acres of land.

the west line thereof;

covenants or restrictions contained herein. 13. For lots adjacent to a Floodplain Only 100 Year Floodplain Easement Restriction Construction within the floodplain may not occur until approved by the Town. (A request for construction within the floodplain easement must be accompanied with detailed engineering plans and studies indicating that no flooding will result, that no obstruction to the natural flow of water will result; and subject to all owners or the property affected by such construction becoming a party to the request.) Where construction is approved, all finished floor elevations shall be a minimum of one (1) foot above the 100—year flood elevation as determined by analyzing the ultimate build—out conditions of the entire drainage basin. Existing creeks, lakes, reservoirs, or drainage channels traversing along or across portions of this addition, will remain as an open channel at all times and will be maintained by the individual owners of the lot or lots that are traversed by the drainage courses along or across said lots. The Town will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion. Each property owner shall keep the natural drainage channels traversing his/her property clean and free of debris. silt, or any substance that would result in unsanitary conditions. The Town shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions, which may occur. The Town is not obligated to maintain or assistance with maintenance of the area. The natural drainage channel, as in the case of all natural drainage channels, are subject to storm water overflow and natural bank erosion. The Town shall not be liable for damages of any nature resulting from

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

the occurrence of these natural phenomena, nor

resulting from a failure of any structure(s) within the

natural drainage channels. The natural drainage

channel crossing each lot is shown by the Floodway

easement line as shown on the plat. If a Subdivision

alters the horizontal or vertical floodplain, a FEMA

Witness our hands at Collin County, Texas, this _____

JEN Texas 40 LLC A Texas Limited Liability Company

Floodway map revision may be required.

STATE OF TEXAS

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

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

Notary Public, State of Texas

ACCESS EASEMENT

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

The undersigned covenants and agrees that he (they)

FIRE LANE EASEMENT

open fences) and (b) are built in accordance with and

pursuant to a building permit issued by the Town. In

no event shall JEN Texas 40 LLC, the Town, the

any liability for any improvements built in any

drainage or utility easement. Each lot owner shall

build in such area at his or her own risk and shall

indemnify JEN Texas 40 LLC, the Town, the

Association and their successors and assigns against

any and all losses, damages and liability arising out

of or associated with the construction of

improvements on such owner's lot in any drainage or

11. No buildings, fences, trees, shrubs, or other

improvements or growths shall be constructed or

placed upon, over or across the easements as shown,

except that landscaping improvements may be placed

utility easement.

Association or any of their successors or assigns have

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

part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Prosper, Texas. Dated this the day of, 2025. DARREN K. BROWN, R.P.L.S. NO. 5252 STATE OF TEXAS § COUNTY OF COLLIN § BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Darren K. Brown, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.	SURVEYOR'S CERTIFICATE
DARREN K. BROWN, R.P.L.S. NO. 5252 STATE OF TEXAS § COUNTY OF COLLIN § BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Darren K. Brown, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.	That I, Darren K. Brown, of Spiars Engineering, Inc., do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Prosper, Texas.
STATE OF TEXAS § COUNTY OF COLLIN § BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Darren K. Brown, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.	THE ISTER TO
COUNTY OF COLLIN § BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Darren K. Brown, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.	darren.brown®
Brown, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.	
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of . 2025.	Brown, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged
	GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of, 2025.

Development Services Department

Notary Public, State of Texas

CERTIFICATE OF APPROVAL Approved this _____ day of _____ by the Planning & Zoning Commision of the Town of Prosper, Texas. Town Secretary ____ Engineering Department

LANDSCAPE EASEMENT

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

VISIBILITY AND MAINTENANCE EASEMENT (VAM)

The area or areas shown on the plat as "VAM" (Visibility and Maintenance) Easement(s) are hereby given and granted to the Town of Prosper (Called "Town"), its successors and assigns, as an easement to provide visibility, right of access, and maintenance upon and across said VAM Easement. The Town shall have the right, but not the obligation, to maintain all landscaping within the VAM Easement. Should the Town exercise this maintenance right it shall be permitted to remove and dispose of any and all landscapina improve elements, including without limitation, any trees, shrubs, flowers, ground cover, structure, and/or fixtures. The Town in its sole discretion may withdraw maintenance of the VAM at any time. The ultimate maintenance responsibility for the VAM Easement shall rest with the property owner(s). No building, fence, shrub, tree, or other improvements or growths, which in any way endanger or interfere with the visibility, shall be constructed in, on, over, or across the VAM Easement. The Town shall also have the right, but not the obligation, to add any landscape improvements to the VAM Easement, to erect any traffic control devices or signs on the VAM Easement and to remove any obstruction thereon. The Town, its successor, assigns, or agents shall have the right and privilege at all times to enter upon the VAM Easement or any part thereof for the purposes and with all rights and privileges set forth herein.

DRAINAGE AND FLOODWAY EASEMENT

This plat is hereby adopted by the Owners and approved by the Town of Prosper (Called "Town") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns: The Portion of Block, as shown on the plat is called "Drainage and Floodway Easement" and is the natural drainage channel across each lot. The existing creek or creeks traversing along the Drainage and Floodway Easement within the limits of this addition, will remain as an open channel at all times and will be maintained by the owners of the lot or lots that are traversed by or adjacent to the drainage courses in the Drainage and Floodway Easement. The Town will not be responsible for the maintenance and operation or said creek or creeks or for any damage to private property or person that results for the flow of water along said creek, of for the control of erosion. No obstruction to the natural flow of storm water run—off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Floodway Easement or the natural drainage channels, as herein above defined. Provided it is understood that in the event it becomes necessary for the Town to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by streets and alleys in or adjacent to the subdivision, then in such event, the Town shall have the right to enter upon the Drainage and Floodway Easement at any point, or points, to investigate, survey or to erect, construct, and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the natural drainage channels traversing or adjacent to his property clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the Town shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Floodway Easement, as in the case of all natural channels, are subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The Town shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure or structures, within the natural drainage channels. Building areas outside the Drainage and Floodway Easement line shall be filled to a minimum elevation as shown on the plat. The minimum floor elevation for each lot shall be as shown on the plat.

> DEVAPP-25-0039 PRELIMINARY PLAT

288 LOTS: 73 LOTS (TYPE A) 105 LOTS (Type B), 110 LOTS (Type C) 27 OPEN SPACE / HOA LOTS 190.211 ACRES OUT OF THE J. HORN SURVEY ~ ABSTRACT NO. 411 TOWN OF PROSPER, COLLIN COUNTY, TEXAS

TG Project Management 1 LLC 5301 Headquarters Dr. Suite 120 Plano TX, 75024 Telephone: (469) 532-0689 Contact: Andre Ferrari

OWNER

JEN Texas 40 LLC

1601 Elm Street, Suite 4360

Dallas, TX 75201

Telephone: (214) 543-5062

Contact: Mike Brady

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

Contact: Colton Smith, P.E.

Scale: 1"=100' May 27, 2025 SEI Job No. 23-169

MIRABELLA

Sheet 5 of (

1	Α	25,914	0.595	Δ	27	Α	17,755	0.408	Δ
2	Α	20,888	0.480	Δ	28	Α	19,692	0.452	Δ
3	Α	16,264	0.373	Δ	29	Α	18,518	0.425	Δ
4	Α	16,264	0.373	Δ	30	Α	15,203	0.349	Δ
5	Α	16,264	0.373	Δ	31	Α	15,688	0.360	Δ
6	Α	18,536	0.426	Δ	32	Α	16,278	0.374	Δ
7	Α	19,337	0.444	Δ	33	Α	15,244	0.350	Δ
8	Α	36,845	0.846	Δ	36	Α	15,682	0.360	Δ
9	Α	15,669	0.360	Δ	37	Α	16,109	0.370	Δ
12	A	15,376	0.353	Δ	38	Α	17,567	0.403	Δ
15	Α	15,398	0.353	Δ	39	Α	17,958	0.412	Δ
16	A	15,100	0.347	Δ	40	Α	15,581	0.358	Δ
17	Α	15,100	0.347	Δ	41	Α	15,550	0.357	Δ
18	Α	15,100	0.347	Δ	42	Α	15,440	0.354	Δ
19	A	15,100	0.347	Δ	43	A	15,053	0.346	Δ
20	Α	15,100	0.347	Δ	44	Α	15,603	0.358	Δ
21	Α	15,100	0.347	Δ	45	Α	17,147	0.394	Δ
22	A	15,100	0.347	Δ	46	A	16,869	0.387	Δ
23	A	15,010	0.345	Δ	47	A	27,890	0.640	Δ
25	A	16,214	0.372	Δ	48	Α	19,520	0.448	Δ
26	Α	18,660	0.428	Δ	49	Α	17,948	0.412	Δ
	Lo	t Area T	able			Lo	t Area T	able	
Lot #	Block #	Square Feet	Acreage	Lot Type	Lot #	Block #	Square Feet	Acreage	Lot Type

Lot Area Table

Lot # | Block # | Square Feet | Acreage | Lot Type

	Lo	t Area T	able	
Lot #	Block #	Square Feet	Acreage	Lot Type
1	D	19,103	0.439	
2	D	13,687	0.314	
3	D	12,297	0.282	
4	D	11,294	0.259	
5	D	12,366	0.284	
6	D	11,194	0.257	
7	D	10,101	0.232	
8	D	10,694	0.245	
9	D	10,944	0.251	
10	D	11,202	0.257	
11	D	11,965	0.275	
12	D	13,314	0.306	
	Lo	t Area T	able	
Lot #	Block #	Square Feet	Acreage	Lot Type
1	E	13,671	0.314	
2	E	11,299	0.259	
3	E	11,168	0.256	
4	E	10,574	0.243	
5	E	10,068	0.231	
6	E	10,068	0.231	

10,068 0.231

11,181 0.257

11,191 0.257

10,068 0.231

10,068 0.231

10,068 0.231

10,068 0.231

10,170 0.233

12,111 0.278

12,892 0.296

10,058 0.231

Total

73

105

110

288

18 E 12,970 0.298

Lot Type

 \triangle Type A

☐ Type B

O Type C

Lot Summary

17 E

Open	Space Are	a Table
Lot #	Block #	Acres
1	X	5.494
3	X	0.101
4	X	0.145
6	Х	0.148
7	X	0.097
8	X	3.377
9	X	0.077
10	X	0.137
11	X	0.091
12	Х	0.317
13	X	0.127
14	Х	0.077

22 F 9,883 0.227

23 F 13,006 0.299

Lot #	Block #	Square Feet	Acreage	Lot Type
50	Α	15,001	0.344	Δ
51	Α	15,088	0.346	Δ
52	Α	15,011	0.345	Δ
53	Α	15,016	0.345	Δ
54	A	15,021	0.345	Δ
55	A	17,732	0.407	Δ
56	Α	15,291	0.351	Δ
57	A	16,110	0.370	Δ
58	A	16,797	0.386	Δ
59	A	17,843	0.410	Δ
60	Α	15,498	0.356	Δ
61	Α	15,154	0.348	Δ

Lot Area Table

Lot # | Block # | Square Feet | Acreage | Lot Type

1 B 20,904 0.480 \

2 B 16,829 0.386 A

3 B 15,000 0.344 \

4 B | 15,000 | 0.344 | \(\triangle \)

5 B 15,000 0.344 \

6 B | 18,776 | 0.431 | \triangle

7 B 19,689 0.452 A

8 B 16,002 0.367 \

9 B 17,860 0.410 A

10 B | 15,063 | 0.346 | \triangle

11 B | 17,761 | 0.408 | \triangle

12 B 24,500 0.562 \

Lot Area Table

Lot # | Block # | Square Feet | Acreage | Lot Type

1 H 12,233 0.281 \

2 H 9,050 0.208 O

3 H 8,090 0.186

4 H 7,806 0.179

5 H 7,800 0.179

6 H 7,800 0.179

8 H 7,800 0.179 O

9 H 7,800 0.179

10 H 7,800 0.179

11 H 7,800 0.179

12 | H | 7,800 | 0.179 | \bigcirc

14 H 7,800 0.179

34

7,800 0.179

7,800 0.179

_ot #	Block #	Square Feet	Acreage	Lot Type
1	G	10,504	0.241	0
2	G	10,805	0.248	0
3	G	11,136	0.256	0
4	G	10,526	0.242	0
5	G	10,168	0.233	0
6	G	9,639	0.221	0
7	G	9,093	0.209	0 0
8	G	8,320	0.191	0
9	G	8,320	0.191	0
10	G	8,320	0.191	0
11	G	8,320	0.191	0
12	G	8,320	0.191	0
13	G	9,654	0.222	0
14	G	9,289	0.213	l
15	G	8,039	0.185	0 0
16	G	8,039	0.185	0
17	G	8,039	0.185	0
18	G	8,039	0.185	0
19	G	8,039	0.185	0
20	G	8,039	0.185	0 0
21	G	8,039	0.185	0
22	G	8,024	0.184	0
23	G	9,522	0.219	0
24	G	11,856	0.272	0
25	G	12,339	0.283	0
26	G	11,117	0.255	0
27	G	9,824	0.226	0
28	G	9,111	0.209	0

Open Space Area Table

Acres

0.114

0.939

0.084

0.063

0.091

0.135

0.096

0.102

0.036

0.653

0.173

58.256

Block #

23

Н	7,800	0.179	0			
Н	7,800	0.179	0			
Н	9,055	0.208	0			
Н	9,055	0.208	0			
Н	7,800	0.179	0			
Н	7,800	0.179	0			
Н	7,800	0.179	0			
Н	7,800	0.179	0			
Н	7,800	0.179	0	Cei	nterline Line	Γable
Н	7,800	0.179	0	Line #	Bearing	Distance
Н	7,800	0.179	0	L1	S75°20'48"W	72.98
Н	7,800	0.179	0	L2	S71°25'02"E	19.97
Н	7,800	0.179	0	L3	S00°33'23"E	28.43
Н	7,800	0.179	0	L4	S00°40'18"E	23.13'
Н	7,800	0.179	0	L5	S01°33'15"E	53.23'
Н	7,800	0.179	0	L6	S89°17'35"E	50.26
Н	7,800	0.179	0	L7	S48*35'10"E	23.82'
Н	7,800	0.179	0	L8	N86°28'16"W	33.96'
Н	7,800	0.179	0	L9	N50°07'50"W	36.87
Н	10,004	0.230	0	L10	N00°01'11"E	35.00'
				L11	N81°16'15"E	15.00'
				L12	N00°24'10"E	10.03'
				L13	N73°12'36"E	11.95'
				L14	N31°05'24"W	32.99'
				L15	N81°24'12"W	5.00'
				L16	S89°21'58"E	35.00'
				L17	N17°33'01"E	100.41

Lot #	Block #	t Area T	Acreage	Lot Type
1	C	17,164	0.394	
2	С	12,070	0.277	
3	С	10,195	0.234	
4	С	9,962	0.229	
5	С	15,527	0.356	
6	С	18,534	0.425	
7	С	9,901	0.227	
8	С	9,926	0.228	
9	С	9,867	0.227	
10	С	10,150	0.233	
11	С	10,599	0.243	
12	С	10,992	0.252	
13	С	11,733	0.269	
15	С	9,916	0.228	
16	С	9,916	0.228	
17	С	9,916	0.228	
18	С	9,867	0.227	
19	С	9,704	0.223	
20	С	10,853	0.249	
21	С	13,468	0.309	

Lot #	Block #	Square Feet	Acreage	Lot Type
22	С	9,862	0.226	
23	С	9,704	0.223	
24	С	9,620	0.221	
25	С	9,620	0.221	
26	С	9,620	0.221	
27	С	9,620	0.221	0
28	С	9,223	0.212	0
29	С	7,973	0.183	0
30	С	7,973	0.183	0
31	С	7,973	0.183	0
32	С	7,973	0.183	0
33	С	7,973	0.183	0
34	С	7,973	0.183	0
35	С	7,973	0.183	0
36	С	9,223	0.212	0
37	С	7,760	0.178	0
38	С	7,800	0.179	0
39	С	7,800	0.179	0
40	С	7,800	0.179	0
41	С	7,800	0.179	0

Centerline Curve Table

C1 85.15' 450.00' 10°50'31" S84°34'45"W 85.02'

		t Area T		
Lot #	Block #	Square Feet	Acreage	Lot Type
42	С	7,800	0.179	0
43	С	7,800	0.179	0
44	С	7,800	0.179	0
45	С	7,800	0.179	0
46	С	7,800	0.179	0
4 7	С	7,800	0.179	0
48	С	7,800	0.179	0
49	С	7,800	0.179	0
50	С	7,800	0.179	0
51	С	7,800	0.179	
52	С	7,800	0.179	0
53	С	7,800	0.179	0
54	С	7,800	0.179	0
55	С	7,800	0.179	0
56	С	7,800	0.179	0
57	С	7,800	0.179	0
58	С	7,831	0.180	0
59	С	8,273	0.190	0
60	С	10,449	0.240	0
61	С	10,919	0.251	0

	Lo	t Area T	able	
Lot #	Block #	Square Feet	Acreage	Lot Type
62	С	8,586	0.197	
63	С	11,806	0.271	
64	С	11,253	0.258	
65	С	11,130	0.256	
66	С	10,792	0.248	
67	С	10,455	0.240	
68	С	11,033	0.253	
69	С	11,656	0.268	
70	С	11,762	0.270	
71	С	13,106	0.301	
72	С	11,051	0.254	
73	С	13,413	0.308	
74	С	10,899	0.250	
75	С	9,886	0.227	
76	С	11,060	0.254	
77	С	11,060	0.254	
78	С	10,088	0.232	
80	С	10,555	0.242	
81	С	11,240	0.258	
82	С	12,762	0.293	
				Lot Li
			I	

Lot # 83	Block #	Square Feet	Acreage	
		'	Acreage	Lot Type
	С	11,433	0.262	
84	С	13,668	0.314	
85	С	14,572	0.335	
86	С	10,712	0.246	
87	С	13,326	0.306	
88	С	11,899	0.273	
89	С	10,798	0.248	
90	С	10,918	0.251	
91	С	11,647	0.267	
92	С	9,990	0.229	
93	С	10,424	0.239	
94	С	10,991	0.252	
95	С	11,007	0.253	
96	С	13,405	0.308	
97	С	11,175	0.257	
98	С	11,272	0.259	
99	С	12,071	0.277	
100	С	10,296	0.236	

	C2	171.54'	450.00'	21°50'29"	S68¶4'15"W	170.50'
	C3	67.27	350.00'	11°00'43"	N63°37'23"E	67.16'
	C4	134.45'	500.00'	15°24'23"	S50°24'50"W	134.04'
	C5	234.12'	350.00'	3819'35"	S49°57'58"W	229.78
	C6	163.65	743.00'	12 ° 37 ' 11"	N49°01'14"E	163.32'
	C7	78.43'	350.00'	12°50'24"	N61°45'02"E	78.27'
	C8	133.50'	300.00'	25°29'49"	N43°33'05"E	132.40'
	C9	72.51	350.00'	11*52'14"	S6214'07"W	72.38'
	C10	164.80'	350.00'	26°58'43"	S49°26'10"W	163.28'
	C11	261.92'	350.00'	42°52'37"	S14°30'30"W	255.85'
	C12	56.39'	325.00'	9*56'32"	N40°55'05"E	56.32'
	C13	40.21	350.00'	6°34'55"	S10"13'16"E	40.19'
	C14	177.58'	80.00'	127"10'51"	N70°31'14"W	143.30'
	C15	122.48'	300.00'	23°23'29"	S34¶1'36"W	121.63'
	C16	128.65	300.00'	24*34'12"	S1012'46"W	127.67'
	C17	31.01'	300.00'	5*55'21"	S16°28'24"E	31.00'
	C18	100.62	330.00'	17°28'13"	N10°41'58"W	100.23
	C19	256.41	330.00'	44 ° 31'09"	N2017'43"E	250.01
	C20	56.89'	330.00'	9°52'41"	N47°29'38"E	56.82'
	C21	219.03'	100.00'	125°29'41"	S64°49'11"E	177.80'
	C22	53.70'	330.00'	919'28"	N57°05'43"E	53.65'
	C23	288.80'	300.00'	55*09'23"	N25°30'21"E	277.78'
	C24	232.55	300.00'	44 ° 24'49"	S30°52'35"W	226.77
	C25	63.09'	300.00'	12°02'55"	S47°26'18"W	62.97'
	C26	85.72'	150.00'	32°44'40"	S64°57'30"E	84.56'
	C27	47.61'	300.00'	9*05'37"	S04°07'22"W	47.56'
	C28	159.51'	300.00'	30°27'50"	S26¶0'56"W	157.64'
	C29	274.04	300.00'	52 ° 20'16"	N29°41'52"E	264.61'
	C30	242.83	300.00'	46*22'41"	N46°41'05"E	236.26'
	C31	85.19'	300.00'	16"16'15"	N49°54'18"W	84.91'
	C32	196.60'	1355.00'	818'48"	N74°01'50"E	196.43'
	1	İ	l	I	l	l

C33 | 175.05' | 300.00' | 33°25'57" | S34°16'00"W | 172.58'

		Center	line Curv	e Table	
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C34	107.75	300.00'	20°34'44"	S48°37'13"W	107.17'
C35	291.00'	300.00	55*34'34"	N37°25'44"E	279.72'
C36	174.50'	300.00	3319'36"	N34°12'49"E	172.05'
C37	81.12'	300.00	15*29'32"	S57°28'15"W	80.87'
C38	280.62	300.00'	53°35'40"	S63°52'28"E	270.50'
C39	64.38'	300.00'	12"17'47"	N06°49'11"W	64.26
C40	86.21	500.00'	9*52'43"	S85°43'56"E	86.10'
C41	124.93'	300.00'	23°51'38"	S87°16'37"W	124.03'
C42	100.21	300.00'	19*08'21"	N80°59'13"W	99.75'
C43	225.07	300.00'	42°59'09"	S6910'43"E	219.83'
C44	90.16	300.00'	17¶3'10"	N0916'52"W	89.82
C45	88.75	300.00'	16 ° 56'58"	N07°48'12"E	88.42'
C46	204.81	325.00'	36°06'27"	S72°37'04"E	201.44'
C47	136.97	300.00'	26°09'33"	S41°29'04"E	135.78'
C48	213.14	300.00'	40°42'25"	N68°56'22"W	208.69'
C49	459.40'	300.00'	87*44'20"	S45°25'25"E	415.81
C50	167.24	300.00'	31°56'25"	N74°00'37"W	165.08'
C51	88.55	300.00'	16*54'42"	N3318'49"W	88.23'
C52	205.00'	300.00'	39°09'05"	S71°05'45"E	201.03'
C53	187.32'	300.00'	35°46'33"	S17°04'34"W	184.29'
C54	94.20'	350.00'	15°25'16"	S16°26'23"E	93.92'
C55	128.56	300.00'	24°33'11"	N11°52'25"W	127.58'
C56	38.66'	500.00'	4°25'47"	S10°56'38"E	38.65'
C57	71.01'	300.00'	13°33'42"	N06°22'41"W	70.84
C58	92.98'	300.00'	17°45'31"	S00°09'01"W	92.61'
C59	135.19'	300.00'	25*49'11"	N03°52'49"W	134.05'
C60	125.37	300.00'	23°56'36"	N19°07'07"W	124.46'
C61	261.04	950.00'	15*44'37"	N00°43'30"E	260.22'
C62	207.02'	300.00'	39°32'15"	S19¶4'55"E	202.94'
C63	190.28	300.00'	36°20'26"	N68¶8'03"W	187.11'
C64	212.27	300.00'	40°32'28"	S70°24'04"E	207.87
C65	80.64	450.00'	10"16'01"	S45°44'37"W	80.53'

Lo	ot Line Tal	ble
Line #	Bearing	Distance
L1	N44°43'05"E	34.59'
L2	N20°52'15"W	51.24
L3	N00°08'08"E	2.14'
L4	N67°22'51"E	10.70'
L5	N25°03'36"W	25.06'
L6	N84°59'26"W	48.69'
L7	N49°56'35"E	30.68
L8	N28°05'15"W	9.86'
L9	N43°41'08"E	13.95'
L10	S46"13'53"E	14.31'
L11	N43°56'41"E	14.02'
L12	S01°33'15"E	15.00'
L13	N88°00'19"E	14.74
L14	S06°08'20"E	14.51
L15	S66"12'01"W	12.98'
L16	S18*55'53"E	25.00'
L17	S73°08'57"E	37.53
L18	N17"16'20"W	13.77
L19	S55°56'50"E	13.58'
L20	N04°50'17"W	31.89'
L21	N35°20'48"E	14.37'
L22	N53°43'37"W	14.14
L23	N42°51'20"W	53.49'
L24	N81°55'00"W	25.03'
L25	S36"16'23"W	14.14'
L26	N81°22'14"W	14.78'
L27	N39°01'02"W	5.04'
L28	S03°20'10"W	14.78'
L30	N05°01'51"E	12.58'
L31	S78°42'58"E	16.05'
L32	S51°49'11"E	15.58'
L33	N24°22'05"W	26.51
L34	N44*19'42"E	14.14
L35	S75°20'48"W	5.01'
L36	S5810'41"E	13.77'
L37	N75°20'48"E	5.00'
L38	N30°55'02"E	14.28'
1.70	NIA0°44'40"W	

Lot Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distanc
C1	25.29'	340.00'	415'45"	S47°42'04"W	25.29'
C2	22.38'	275.00'	4*39'49"	N13"16'55"E	22.38'
C3	28.62'	260.00'	618'22"	N14°06'12"E	28.60'
C4	5.14'	325.00'	0°54'23"	N65°35'23"W	5.14'
C5	23.73'	20.00'	67°58'32"	N42°43'01"W	22.36'
C6	28.91'	20.00'	82*49'09"	S41°55'48"W	26.46
C8	112.13'	466.50'	13°46'18"	S49°35'48"W	111.86'
C9	146.91	275.00'	30°36'34"	S71°09'22"E	145.17'
C10	5.21'	325.00'	0°55'07"	S54°09'30"E	5.21'
C11	5.11'	275.00'	1°03'55"	S3615'09"E	5.11'
C12	5.08'	325.00'	0°53'44"	S35°00'56"E	5.08'
C13	5.13'	325.00'	0°54'15"	N86°01'08"W	5.13'
C14	5.04'	275.00'	1°03'00"	N85°55'46"W	5.04'
C15	5.02'	325.00'	0°53'09"	N34°45'04"W	5.02'
C16	5.07'	275.00'	1°03'25"	N34°47'12"W	5.07'
C17	10.78	20.00'	30°52'42"	S24°56'21"E	10.65
C18	21.91'	20.00'	62°45'32"	N19*59'25"E	20.83
C19	17.48'	20.00'	50°04'37"	S36°26'11"E	16.93'
C20	21.90'	20.00'	62*44'44"	N1812'50"E	20.82
C21	5.06'	325.00'	0*53'29"	N30°05'22"W	5.06'
C22	17.28'	20.00'	49°29'47"	S19°50'32"E	16.75
C23	21.70'	20.00'	62"10'12"	N35°23'18"E	20.65
C24	13.21'	20.00'	37 ° 49 ' 47 "	S08°54'14"W	12.97'
C25	22.90'	20.00'	65°36'05"	N49°35'27"W	21.67'
C26	32.00'	20.00'	91°41'07"	S61°44'24"W	28.70'
C27	14.45	20.00'	41°24'35"	S11°58'33"W	14.14'
C28	25.88	20.00'	74°08'04"	N52°15'40"E	24.11
C29	11.03'	20.00'	31°36'42"	N74°51'56"W	10.90'
C30	27.24	20.00'	78°02'36"	S51°32'05"E	25.18'
C31	6.43'	20.00'	18°25'26"	S75¶5'58"W	6.40'
C32	7.61'	20.00'	21°47'12"	N79°46'41"W	7.56
C33	50.03	50.00'	57"19'59"	N61°48'01"E	47.97
C34	7.61'	20.00'	21°47'12"	S11°33'54"E	7.56'

DEVAPP-25-0039 PRELIMINARY PLAT

MIRABELLA

288 LOTS: 73 LOTS (TYPE A) 105 LOTS (Type B), 110 LOTS (Type C) 27 OPEN SPACE / HOA LOTS 190.211 ACRES OUT OF THE J. HORN SURVEY ~ ABSTRACT NO. 411 TOWN OF PROSPER, COLLIN COUNTY, TEXAS

JEN Texas 40 LLC 1601 Elm Street, Suite 4360 Dallas, TX 75201 Telephone: (214) 543-5062 Contact: Mike Brady

L41 N08°07'17"W 13.98' TG Project Management 1 LLC 5301 Headquarters Dr. Suite 120 Plano TX, 75024 Telephone: (469) 532-0689

L39 N48°41'49"W 14.87'

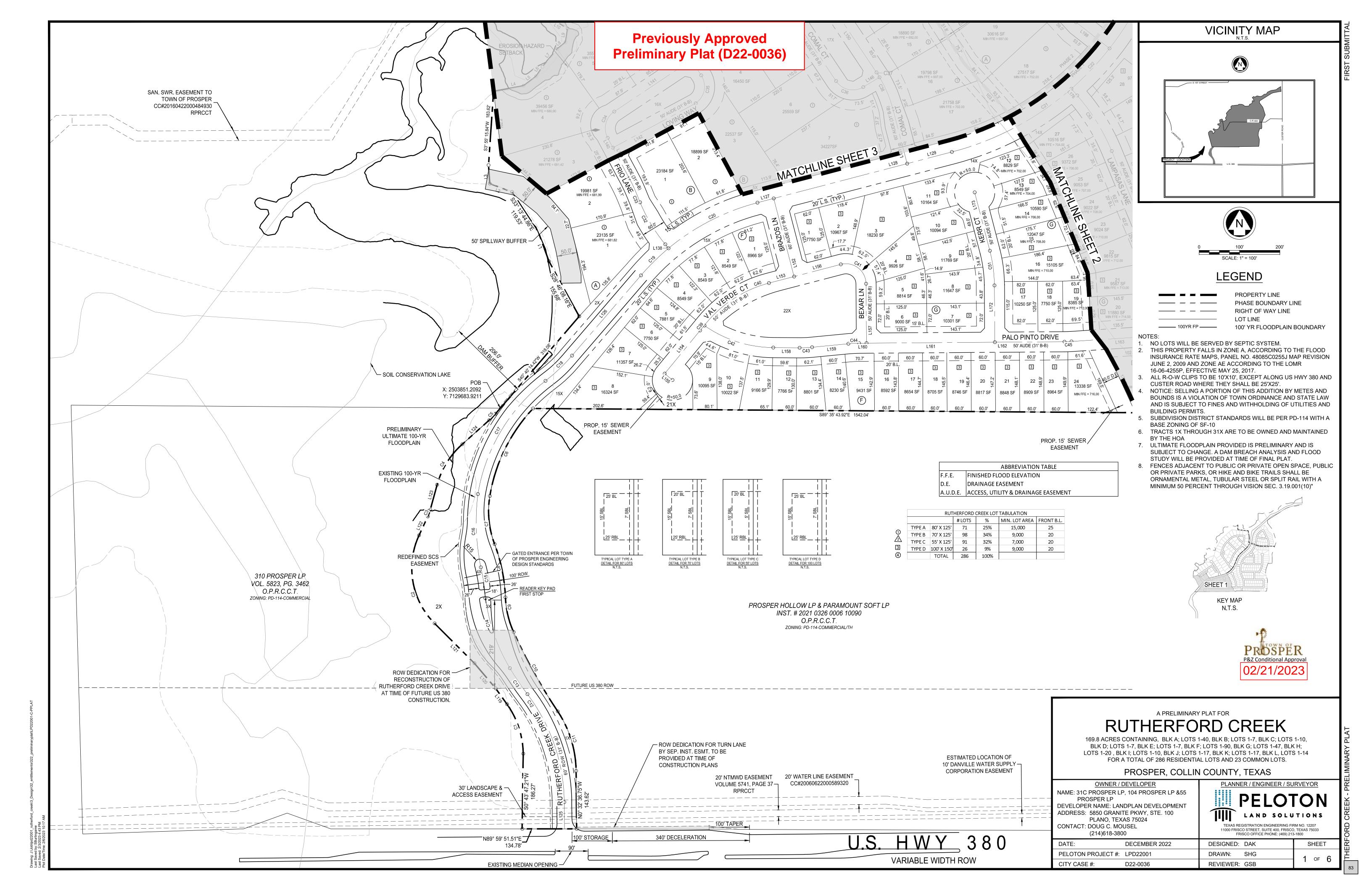
L40 N46°08'57"E 14.58'

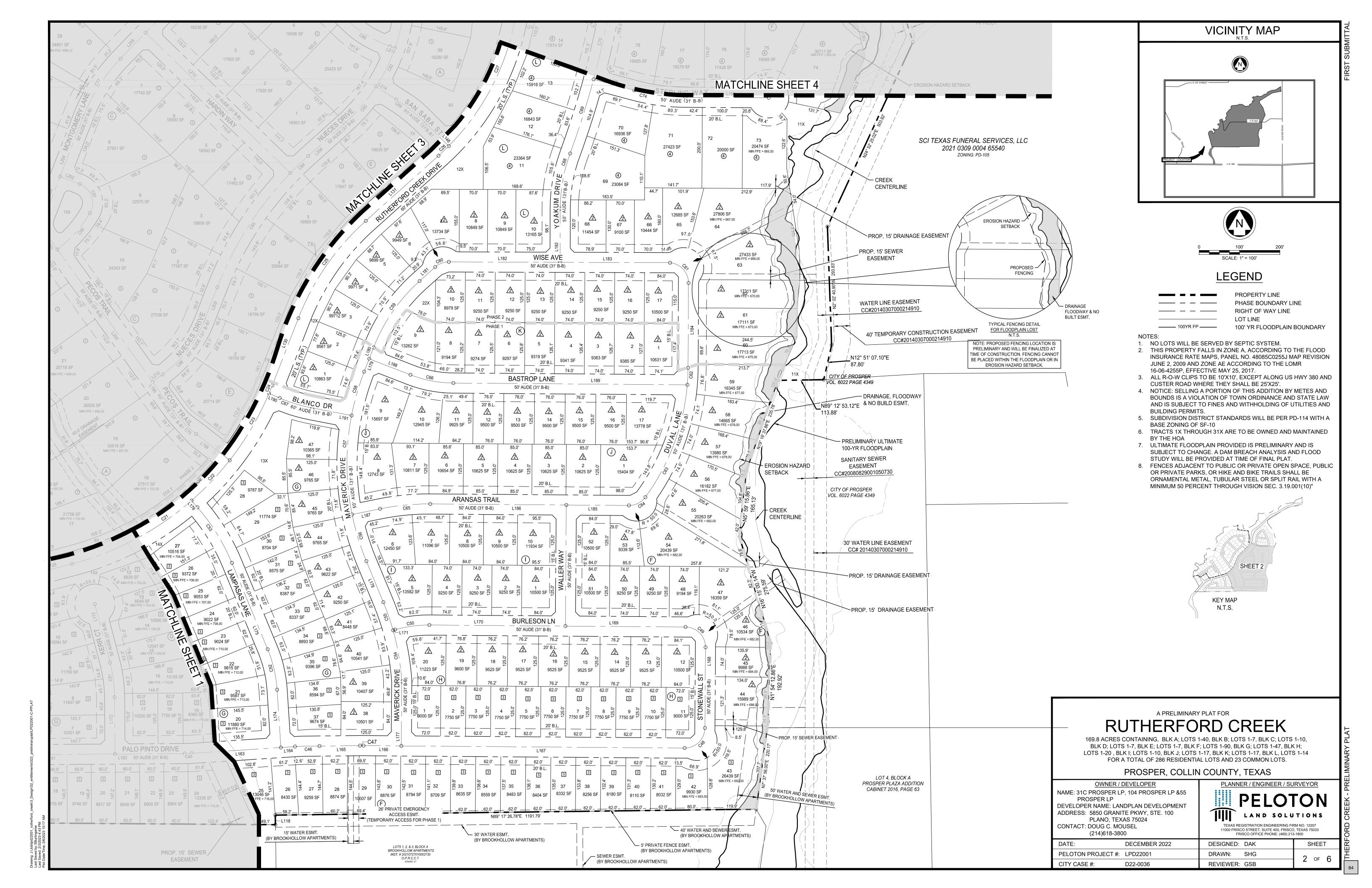
Spiars Engineering, Inc. Plano, TX 75075 Telephone: (972) 422-0077

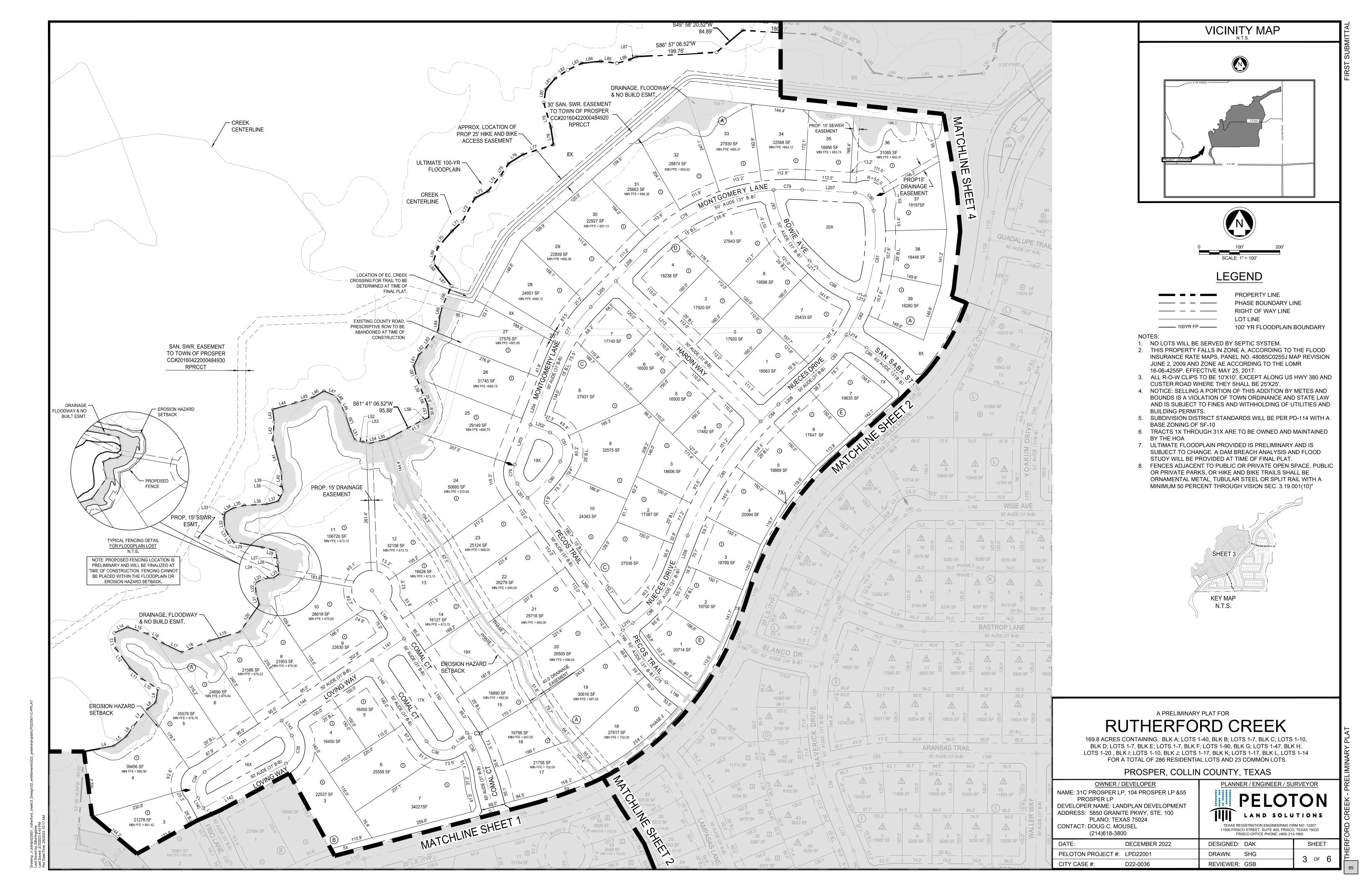
765 Custer Road, Suite 100 Contact: Andre Ferrari TBPELS No. F-2121 And No. F-10043100 Contact: Colton Smith, P.E.

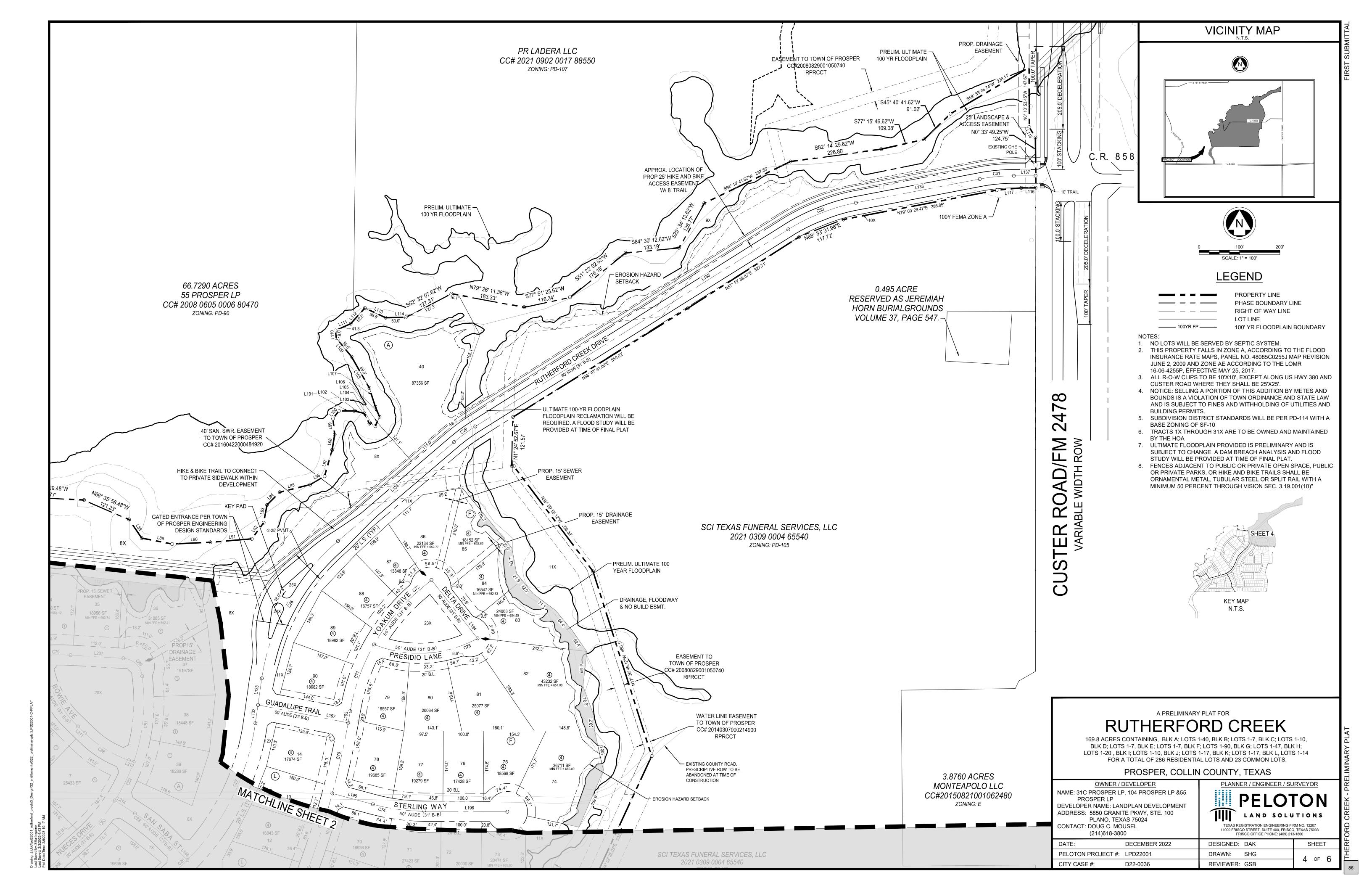
Scale: 1"=100' May 27, 2025 SEI Job No. 23-169

Sheet 6 of 6









BOUNDARY LINE AND CURVE TABLES

LINE TABLE

LINE# DISTANCE

L99

L102

L107

L109

L110

L112

L113

L120

L123

L124

77.870

40.080

23.920

25.960

28.150

15.980

48.430

89.250

59.640

19.000

52.557

56.615

50.050

29.995

61.307

23.821

139.596

51.563

64.359

BEARING

S75° 55' 03.52"W

S6° 03' 43.48"E

S37° 50' 02.52"W

N76° 01' 10.48"W

N26° 37' 27.48"W

N66° 51' 35.48"W

S22° 40' 41.48"E

S17° 42' 25.48"E

S29° 38' 15.48"E

S39° 21' 01.48"E

S6° 23' 36.48"E

S65° 59' 38.52"W

S42° 10' 33.03"W

N64° 48' 29.72"W

S88° 56' 19.62"W

N30° 29' 18.72"W

N84° 39' 18.26"E

N0° 43' 43.74"W

S44° 58' 47.09"E

S24° 55' 27.64"W

S15° 20' 23.28"W

36.301 S89° 50' 52.94"E

48.318 S35° 33' 22.08"E

81.662 S40° 16' 04.58"E

89.651 S48° 15' 51.99"W

44.510 | S44° 57' 33.52"W

41.380 S59° 29' 32.52"W

67.720 S16° 08' 37.52"W

38.280 S9° 24' 53.52"W

37.770 S89° 56' 56.52"W

25.350 S24° 24' 02.52"W

LINE TABLE					
LINE#	DISTANCE	BEARING	LINE		
L1	76.303	S19° 58' 49.31"E	L32		
	58.922	S69° 23' 47.74"E	L33		
	45.702	S3° 53' 05.15"E	L34		
 L4	75.445	S79° 48' 51.91"W	L35		
	39.070	S53° 08' 14.86"W	L36		
 L6	28.170	S33° 41' 48.86"W	L37		
 L7	57.350	S39° 28' 47,86"W	L38		
 L8	26.850	S50° 54' 48.86"W	L39		
 L9	34.250	S8° 44' 48.86"W	L40		
 L10	48.040	S57° 11' 00.14"E	L41		
L11	38.720	S47° 44' 20.14"E	L42		
L12	59.640	S36° 07' 54.14"E	L43		
L13	37.960	S5° 54' 39.14"E	L44		
	35.570	S66° 15' 19.86"W	L45		
L15	52.300	N71° 07' 22.14"W	L46		
L16	44.450	N58° 11' 03.14"W	L47		
L17	51.850	N64° 43' 58.14"W	L48		
L18	74.730	S67° 27' 41.86"W	L49		
L19	78.710	S73° 40' 00.86"W	L50		
L20	83.100	S35° 26' 25.86"W	L51		
	29.690	S15° 15' 47.14"E	L52		
L22	24.870	S6° 00' 48.14"E	L53		
L23	23.300	S63° 26' 25.86"W	L54		
L24	24.880	S83° 59' 25.86"W	L55		
L25	15.900	S55° 00' 54.86"W	L56		
L26	30.060	S4° 58' 27.14"E	L57		
L27	29.110	S10° 18' 39.14"E	L58		
L28	35.070	S74° 56' 21.14"E	L59		
L29	71.890	S79° 53' 46.14"E	L60		
L30	19.680	S36° 35' 08.14"E	L61		
L31	20.300	S28° 30' 24.14"E	L62		

	LINE TABLE				
LINE#	DISTANCE	BEARING			
L32	24.520	S3° 34' 48.14"E			
L33	14.000	S10° 29' 32.86"W			
L34	21.250	S59° 44' 59.86"W			
L35	29.430	S75° 57' 57.86"W			
L36	56.690	S86° 54' 15.86"W			
L37	29.070	S74° 44' 50.86"W			
L38	28.040	S27° 02' 11.86"W			
L39	16.320	S14° 28' 39.14"E			
L40	31.100	S0° 56' 32.14"E			
L41	83.590	S14° 47' 08.14"E			
L42	44.960	S3° 53' 57.86"W			
L43	29.780	S6° 53' 12.14"E			
L44	58.910	S73° 55' 16.86"W			
L45	43.710	S73° 02' 52.86"W			
L46	32.450	S59° 48' 52.86"W			
L47	30.400	N67° 18' 58.14"W			
L48	18.670	N35° 00' 15.14"W			
L49	33.540	N24° 14' 17.14"W			
L50	41.430	N18° 40' 00.14"W			
L51	26.710	N23° 38' 22.14"W			
L52	20.790	N77° 07' 55.14"W			
L53	15.816	N76° 56' 14.35"W			
L54	21.520	S76° 14' 48.52"W			
L55	25.110	S77° 02' 45.52"W			
L56	20.600	S66° 34' 16.52"W			
L57	30.810	S5° 45' 48.48"E			
L58	29.520	S23° 31' 03.48"E			
L59	43.840	S21° 14' 21.48"E			
L60	30.370	S12° 41' 19.48"E			
L61	29.260	S24° 43' 54.52"W			
L62	24.570	S44° 57' 33.52"W			

LINE TABLE				
LINE#	DISTANCE	BEARING		
L63	54.720	S34° 41' 15.52"W		
L64	31.830	S5° 28' 42.52"W		
L65	25.780	S13° 42' 52.52"W		
L66	56.830	S23° 42' 17.52"W		
L67	56.570	S38° 35' 28.48"E		
L68	17.342	S36° 05' 32.81"E		
L69	39.400	S16° 52' 56.52"W		
L70	53.430	S41° 13' 40.52"W		
L71	34.790	S46° 52' 06.52"W		
L72	66.380	S28° 44' 14.52"W		
L73	36.310	S61° 39' 24.52"W		
L74	51.840	S39° 11' 05.52"W		
L75	33.190	S32° 51' 49.52"W		
L76	41.620	S57° 50' 00.52"W		
L77	80.100	S72° 04' 34.52"W		
L78	43.920	S8° 38' 15.48"E		
L79	63.030	S15° 53' 57.48"E		
L80	33.140	S8° 28' 58.52"W		
L81	35.470	S40° 16' 23.52"W		
L82	38.420	S56° 16' 06.52"W		
L83	37.390	S63° 57' 13.52"W		
L84	47.800	S84° 02' 41.52"W		
L85	40.470	N83° 04' 20.48"W		
L86	33.220	S74° 12' 11.52"W		
L87	17.230	S64° 36' 38.52"W		
L88	55.860	N34° 20' 50.48"W		
L89	76.960	N79° 03' 04.48"W		
L90	94.520	S87° 24' 18.52"W		
L91	103.170	S85° 17' 01.52"W		
L92	49.510	S36° 20' 35.52"W		
L93	44.840	S10° 44' 13.52"W		

	CU	RVE TABLE	Ξ		
CURVE#	CHORD DIRECTION	CHORD	LENGTH	RADIUS	DELTA
C1	S18° 07' 32.60"E	128.81	130.814	215.00	130.81
C2	S10° 01' 39.72"E	221.52	235.876	193.33	235.88
C3	S20° 07' 55.46"W	17.57	17.586	105.13	17.59
C4	S31° 47' 09.97"W	117.93	119.567	208.27	119.57
C5	S44° 27' 15.97"W	22.60	22.615	170.04	22.61
C6	N26° 16' 26.25"E	242.02	245.563	416.49	245.56
C7	N5° 41' 02.75"W	119.58	120.966	230.00	120.97
C8	N11° 29' 27.75"W	134.70	135.291	418.54	135.29
C9	N13° 18' 17.75"W	88.35	88.907	230.00	88.91
C10	N29° 05' 26.75"W	224.58	224.838	1366.94	224.84
C11	N17° 10' 23.75"W	154.54	156.731	270.00	156.73

STREET CENTERLINE LINE TABLES

	LINE TA	ABLE
LINE#	DISTANCE	BEARING
L125	66.139	N0° 32' 36.75"W
L126	262.102	N40° 40' 40.77"E
L127	41.712	N75° 23' 31.56"E
L128	341.668	N75° 23' 31.56"E
L129	114.524	N75° 23' 31.56"E
L130	178.416	N21° 13' 46.85"E
L131	242.066	N48° 08' 52.26"E
L132	46.079	N8° 04' 08.09"E
L133	66.496	N8° 04' 08.09"E
L134	378.387	N49° 33' 07.96"E
L135	916.713	N57° 48' 48.00"E
L136	312.250	N79° 09' 29.47"E
L137	53.797	N90° 00' 00.00"E
L138	12.661	N39° 41' 26.75"W
L139	85.910	N28° 13' 23.60"W
L140	27.539	N28° 13' 23.60"W
L141	229.245	N56° 15' 12.86"E
L142	232.740	S61° 46' 36.40"W
L143	45.000	S33° 44' 47.14"E
L144	270.000	N56° 15' 12.86"E
L145	242.291	N33° 44' 47.14"W
L146	47.066	S58° 56' 24.30"W
L147	95.000	N56° 15' 12.86"E
L149	143.275	N33° 44' 47.14"W
L150	280.381	N33° 44' 47.14"W
L151	139.424	N14° 36' 28.44"W
L152	200.000	S14° 36' 28.44"E
L153	64.417	N75° 23' 31.56"E
L154	138.140	N39° 23' 47.85"E
L155	25.000	N50° 36' 12.15"W

	LINE TA	ABLE
LINE#	DISTANCE	BEARING
L156	119.702	N75° 23' 31.56"E
L157	147.128	S0° 24' 21.27"E
L158	65.439	N89° 35' 29.75"W
L159	90.458	S84° 31' 32.39"W
L160	18.451	S89° 35' 38.73"W
L161	318.070	S89° 35' 38.73"W
L162	172.566	S89° 35' 38.73"W
L163	221.640	S86° 16' 32.52"W
L164	34.868	S86° 16' 32.52"W
L165	100.408	S89° 26' 18.97"W
L166	93.673	N89° 34' 10.96"W
L167	702.000	N89° 34' 10.96"W
L168	200.000	S0° 25' 49.04"W
L169	297.577	S89° 34' 10.96"E
L170	337.172	S89° 34' 10.96"E
L171	6.953	N74° 21' 24.58"E
L172	140.798	N0° 24' 21.27"W
L173	149.439	N14° 36' 28.44"W
L174	143.485	N3° 43' 27.48"W
L175	231.850	N22° 30' 37.30"W
L176	22.148	N41° 08' 54.90"W
L177	159.714	N0° 25' 49.04"E
L178	110.244	N22° 30' 37.30"W
L179	34.126	N21° 13' 46.85"E
L180	30.017	N21° 13' 46.85"E
L181	52.143	N48° 08' 52.26"E
L182	544.334	S89° 47' 43.73"E
L183	544.334	S89° 47' 43.73"E
L184	210.530	S0° 18' 46.34"W
I 185	155 181	N89° 34' 10 96"W

BLK D; LOTS 1-7, BLK E; LOTS 1-7, BLK F; LOTS 1-90, BLK G; LOTS 1-47, BLK H; LOTS 1-20, BLK I; LOTS 1-10, BLK J; LOTS 1-17, BLK K; LOTS 1-17, BLK L, LOTS 1-14 FOR A TOTAL OF 286 RESIDENTIAL LOTS AND 23 COMMON LOTS.

PLANNER / ENGINEER / SURVEYOR

OWNER / DEVELOPER
NAME: 31C PROSPER LP, 104 PROSPER LP &55
PROSPER LP
DEVELOPER NAME: LANDPLAN DEVELOPMENT
ADDRESS: 5850 GRANITE PKWY, STE. 100
PLANO, TEXAS 75024
CONTACT: DOUG C. MOUSEL
(214)618 3800

PROSPER LP DPER NAME: LANDPLAN DEVELOPMENT	PELOTON
SS: 5850 GRANITE PKWY, STE. 100 PLANO, TEXAS 75024	IIII LAND SOLUTIONS
CT: DOUG C. MOUSEL	
(214)618-3800	

` '			
DATE:	DECEMBER 2022	DESIGNED: DAK	SHEET
PELOTON PROJECT #:	LPD22001	DRAWN: SHG	5 of 6
CITY CASE #:	D22-0036	REVIEWER: GSB	3 OF 0

STREET CENTERLINE CURVE TABLES

CURVE TABLE

	CU	RVE TABLE	Ξ		
CURVE#	CHORD DIRECTION	CHORD	LENGTH	RADIUS	DELTA
C12	N18° 50' 54.27"W	282.67	287.532	450.00	287.53
C13	N34° 01' 59.22"W	77.76	77.798	714.31	77.80
C14	N17° 58' 44.48"W	201.39	203.094	451.58	203.09
C15	N9° 38' 33.48"W	59.03	59.067	503.61	59.07
C16	N2° 17' 42.19"W	181.69	182.483	563.64	182.48
C17	N30° 50' 02.30"E	326.57	334.321	446.49	334.32
C18	N46° 28' 53.07"E	91.00	91.160	450.00	91.16
C19	N45° 29' 13.41"E	95.83	95.946	570.00	95.95
C20	N62° 51' 02.40"E	247.55	249.534	570.00	249.53
C21	N62° 07' 18.33"E	335.14	338.152	730.00	338.15
C22	N43° 26' 52.68"E	137.49	137.690	730.00	137.69
C23	N30° 29' 06.64"E	192.07	192.626	730.00	192.63
C24	N22° 04' 39.93"E	21.61	21.611	730.00	21.61
C25	N34° 41' 19.55"E	293.27	295.981	630.00	295.98
C26	N46° 28' 58.21"E	34.87	34.872	600.00	34.87
C27	N26° 26' 36.12"E	378.27	384.834	600.00	384.83
C28	N29° 02' 34.85"E	388.95	397.378	555.14	397.38
C29	N53° 40' 57.98"E	64.83	64.883	450.00	64.88
C30	N68° 29' 28.46"E	180.18	181.087	522.31	181.09
C31	N84° 34' 44.73"E	85.02	85.151	450.00	85.15
C32	N30° 58' 09.17"W	121.31	121.776	400.00	121.78
C33	N24° 09' 10.80"W	65.37	65.400	627.08	65.40
C34	N14° 00' 47.65"E	67.22	73.717	50.00	73.72
C35	S11° 15' 12.86"W	70.71	78.540	50.00	78.54
C36	N77° 24' 11.42"W	69.03	76.195	50.00	76.20
C37	N32° 24' 11.42"W	14.07	14.067	300.00	14.07
C38	N22° 50' 02.07"W	85.85	86.143	300.00	86.14

			<u> </u>		
CURVE#	CHORD DIRECTION	CHORD	LENGTH	RADIUS	DELTA
C39	N39° 23' 47.85"E	16.35	16.349	366.35	16.35
C40	N56° 48' 11.68"E	191.48	194.873	300.59	194.87
C41	S52° 30' 24.86"E	78.91	90.933	50.00	90.93
C42	N72° 11' 16.41"W	179.46	182.251	300.00	182.25
C43	S87° 28' 01.32"W	30.79	30.802	300.00	30.80
C44	S87° 03' 35.56"W	26.53	26.538	300.00	26.54
C45	S87° 56' 05.62"W	17.37	17.375	300.00	17.38
C46	S88° 43' 18.56"W	60.88	60.890	1216.39	60.89
C47	S89° 56' 04.01"W	8.65	8.654	500.00	8.65
C48	S45° 25' 49.04"W	70.71	78.540	50.00	78.54
C49	S44° 34' 10.96"E	70.71	78.540	50.00	78.54
C50	N82° 23' 36.81"E	83.88	84.160	300.00	84.16
C51	N7° 30' 24.86"W	86.53	86.755	350.00	86.76
C52	N13° 07' 02.39"W	102.82	103.282	315.00	103.28
C53	N31° 49' 45.82"W	161.93	162.648	500.00	162.65
C54	N9° 38' 27.81"W	128.62	128.851	615.00	128.85
C55	N19° 04' 36.36"W	73.67	73.711	615.00	73.71
C56	S17° 01' 09.10"E	120.57	120.757	630.00	120.76
C57	N0° 18' 13.84"W	245.26	246.833	630.00	246.83
C58	N16° 04' 30.03"E	113.20	113.357	630.00	113.36
C59	N34° 41' 18.43"E	200.17	202.023	430.02	202.02
C60	N69° 10' 34.27"E	35.88	36.701	50.00	36.70
C61	S44° 44' 28.69"E	70.78	78.634	50.00	78.63
C62	S2° 36' 41.99"W	41.80	41.808	550.00	41.81
C63	S20° 27' 50.17"W	297.19	300.931	550.00	300.93
C64	S63° 17' 03.91"W	45.63	47.378	50.00	47.38
C65	S84° 27' 04.07"W	125.00	125.227	600.00	125.23

CURVE TABLE					
CURVE#	CHORD DIRECTION	CHORD	LENGTH	RADIUS	DELTA
C66	S79° 10' 12.05"E	108.31	108.905	300.00	108.91
C67	N73° 02' 06.95"W	84.24	84.396	400.00	84.40
C68	N10° 10' 23.31"E	138.57	139.277	400.00	139.28
C69	N17° 35' 58.41"E	192.65	192.718	2166.29	192.72
C70	N12° 40' 54.29"E	179.11	179.156	2166.29	179.16
C71	N19° 36' 56.74"E	175.02	175.922	500.00	175.92
C72	N41° 38' 39.27"E	214.49	215.943	536.94	215.94
C73	S86° 31' 38.30"W	257.22	265.717	301.78	265.72
C74	S82° 18' 03.97"E	127.97	128.318	500.00	128.32
C75	N43° 50' 43.65"W	84.29	84.565	300.00	84.57
C76	N7° 16' 42.62"W	47.70	49.727	50.00	49.73
C77	N32° 38' 52.23"E	170.50	171.634	430.00	171.63
C78	N64° 40' 05.27"E	351.60	359.285	500.00	359.28
C79	N89° 18' 59.20"E	70.85	70.909	500.00	70.91
C80	S46° 31' 17.39"E	64.41	69.986	50.00	69.99
C81	S5° 39' 46.84"W	213.59	215.637	450.81	215.64
C82	S26° 07' 53.33"W	106.21	106.458	450.81	106.46
C83	S40° 30' 35.30"W	119.45	119.801	450.81	119.80
C84	S46° 05' 13.44"W	61.13	61.145	850.00	61.14
C85	S32° 37' 40.73"W	335.97	338.194	850.00	338.19
C86	S37° 43' 47.29"W	170.41	172.789	300.00	172.79
C87	N26° 49' 14.66"W	196.30	199.980	300.00	199.98
C88	N58° 16' 57.23"W	128.49	129.488	300.00	129.49
C89	S51° 08' 34.74"E	95.16	95.338	450.00	95.34
C90	S41° 52' 11.42"W	120.95	121.783	300.58	121.78
C91	S19° 16' 03 71"F	76.06	86 436	49 99	86 44

C91 S19° 16' 03.71"E 76.06 86.436 49.99 86.44

L185 | 155.181 | N89° 34' 10.96"W |

PROSPER, COLLIN COUNTY, TEXAS

SURVEYOR'S CERTIFICATE

Notary Public, State of Texas

STATE OF TEXAS § COUNTY OF § (Collin or Denton County as appropriate) WHEREAS, (owner names) are the owners of a tract of land situated in the (name) Survey, Abstract No. (#), (Collin or Denton) County, Texas and being out of a (#) acre tract conveyed to them by (name), and being more particularly described as follows: (metes and bounds description of the property to be provided here) NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS: THAT (Owner Name) acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designated the herein above described property as (Subdivision Name), an addition to the Town of Prosper. The streets and

alleys shown on this plat as access easements are for the use and benefit or the owner of the property of this subdivision, their leases, invitees, and licensees. By acceptance of a deed conveying title to any lot in this subdivision, the owner thereof shall be deemed to have agreed and acknowledged and 1. The street and alleys are private streets and alleys and are dedicated to the Town of Prosper as Access, Utility, and Drainage Easements. The Town has no responsibility or liability to make any repairs to such streets and alleys as long as they are private streets and alleys, except repairs made

necessary by reason of installation, repair, or replacement of municipal utilities located therein or in the utility easements adjacent thereto.

2. So long as such streets and alleys are private, the sole responsibility for maintenance and replacement thereof shall be borne by the owners of the lots in this subdivision and/or any homeowner's association hereafter established for the owners of lots in this subdivision (the "Association"). Such maintenance and replacement shall be in conformance with the requirements, standards, and specifications of the Town of Prosper, as presently in effect or as same may be hereafter amended. This provision may be enforced by specific performance or by any other remedy allowed by law. 3. Neither the property owners within this subdivision, nor the Association, nor any other association or entity representing them shall have the right to request dedication (whether by voluntary or involuntary act or omission) of such private streets and alleys to the Town unless and until the Town has inspected such streets and alleys and determined that, at the time in question, they meet the Town's standards. If the Town desires to accept a dedication of said streets and alleys, the Association, its successors or assigns, or the owners of the lots in the subdivision will may, at the owners' or the Association's expense, all repairs required by the Town to the private streets and alleys to the Town. Before dedication, all public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.

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

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

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

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

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

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

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

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

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

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

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the Town of Prosper, Texas. WITNESS, my hand, this the ______day of _______, 20______. BY: _______ __ Authorized Signature Printed Name and Title

STATE OF TEXAS § COUNTY OF § (Collin or Denton County as appropriate) BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared _______, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _______ day of _______. Notary Public, State of Texas

Known All Men By Th	ese Presents:	
That I, (Surveyor Name	e), do hereby certify that I prepared this plat and the field notes made a part thereof from an actual a	nd accurate survey of the land and that the corner
monuments shown the	ereon were properly placed under my personal supervision, in accordance with the Subdivision Regula	ation of the Town of Prosper, Texas.
Dated this the	day of, 20	
(Professional Seal)		
Name, Title & Registra		
STATE OF TEXAS §		
COUNTY OF §	(Collin or Denton County as appropriate)	
BEFORE ME, the under	rsigned, a Notary Public in and for The State of Texas, on this day personally appeared	, known to me to be the person and office
whose name is subscr	ribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the pu	urposes and considerations therein expressed and in th

capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ______ day of ______, 20_____.

CERTIFICATE OF APPROVAL , 20 by the Planning & Zoning Commission of the Town Approved this _____ day of _ of Prosper, Texas. Town Secretary Engineering Department ____ Development Services Department

STREET EASEMENT

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

DRAINAGE, FLOODWAY, AND NO BUILD EASEMENT

General maintenance of vegetation and removal of ordinary trash and debris located within the area or areas shown on the plat as the Drainage, Floodway, and No Build Easement (the "Easement") shall be the responsibility of the owners of the lot or lots that are traversed by said Easement. The area within the Easement is subject to storm water overflow and bank erosion to an extent that cannot be defined. No grading or improvements are allowed within the Easement without the approval of the Director of Development Services. The Town shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena. The Town will not be responsible for the maintenance and operation of the Easement or for any damage to private property or person that results from the flow of water within the Easement. No obstruction to the natural flow of storm water shall be permitted by construction of any type within the Easement unless approved by the Director of Engineering Services. The Rutherford Creek HOA shall keep the Easement clean and free of debris, silt, and any materials that would result in unsanitary conditions or obstruct the flow of water. The Town shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner. Provided, however, it is understood that in the event it becomes necessary for the Town to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by streets and alleys in or adjacent to the subdivision, then in such event, the Town shall have the right to enter upon the Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. The natural drainage through the Easement, as in the case of all natural channels, is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. Building areas outside the Easement line shall be filled to a minimum elevation as shown on the plat. The minimum floor elevation for each lot shall be as shown on this plat.

RUTHERFORD CREEK

169.8 ACRES CONTAINING, BLK A; LOTS 1-40, BLK B; LOTS 1-7, BLK C; LOTS 1-10, BLK D; LOTS 1-7, BLK E; LOTS 1-7, BLK F; LOTS 1-90, BLK G; LOTS 1-47, BLK H; LOTS 1-20, BLK I; LOTS 1-10, BLK J; LOTS 1-17, BLK K; LOTS 1-17, BLK L, LOTS 1-14 FOR A TOTAL OF 286 RESIDENTIAL LOTS AND 23 COMMON LOTS.

PROSPER, COLLIN COUNTY, TEXAS

OWNER / DEVELOPER NAME: 31C PROSPER LP, 104 PROSPER LP &55 PROSPER LP **DEVELOPER NAME: LANDPLAN DEVELOPMENT** ADDRESS: 5850 GRANITE PKWY, STE. 100 PLANO, TEXAS 75024 CONTACT: DOUG C. MOUSEL (214)618-3800

PLANNER / ENGINEER / SURVEYOR LAND SOLUTIONS

DATE: DECEMBER 2022 DESIGNED: DAK SHEET PELOTON PROJECT #: LPD22001 DRAWN: SHG 6 of 6 CITY CASE #: D22-0036 REVIEWER: GSB



PLANNING

To: Planning & Zoning Commission Item No. 3n

From: Dakari Hill, Senior Planner

Through: David Hoover, AICP, Director of Development Services

Cc: Suzanne Porter, AICP, Planning Manager

Re: Revised Preliminary Site Plan for Prosper Center, Block A, Lots 10-11

Meeting: June 17, 2025

Agenda Item:

Consider and act upon a request for a Revised Preliminary Site Plan for Medical Office and Restaurant/Retail Buildings on Prosper Center, Block A, Lots 10-11, on 6.2± acres, located on the northwest corner of Legacy Drive and Prairie Drive. (DEVAPP-25-0041)

Future Land Use Plan:

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

Zoning:

The property is zoned Planned Development-65 (Retail).

Conformance:

The Revised Preliminary Site Plan conforms to the development standards of Planned Development-65.

Description of Agenda Item:

The Revised Preliminary Site Plan consists of two restaurant/retail buildings and one medical office totaling 38,855 square feet.

- Lot 10: Medical Office (16,655 SF)
- Lot 11: Restaurant/Retail Buildings (22,200 SF)

A Preliminary Site Plan (DEVAPP-24-0033) was approved by the Planning & Zoning Commission on May 21, 2024. This plan showed Lots 10 and 11 in the proposed Revised Preliminary Site Plan as three lots, Lots 10, 11, and 12. Additionally, the original plan showed a shared fire lane between Lots 10-11. This shared fire line was converted into a drive aisle.

Access:

Access is provided from Legacy Drive and Prairie Drive.

Landscaping, Open Space, and Screening:

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

Companion Item:

There is no companion item on this Planning & Zoning agenda.

Attachments:

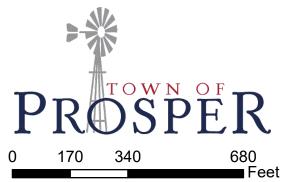
- 1. Location Map
- 2. Revised Preliminary Site Plan
- 3. Approved Preliminary Site Plan (DEVAPP-24-0033)

Town Staff Recommendation:

Town Staff recommends approval of the Revised Preliminary Site Plan.

Page 2 of 2

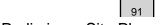




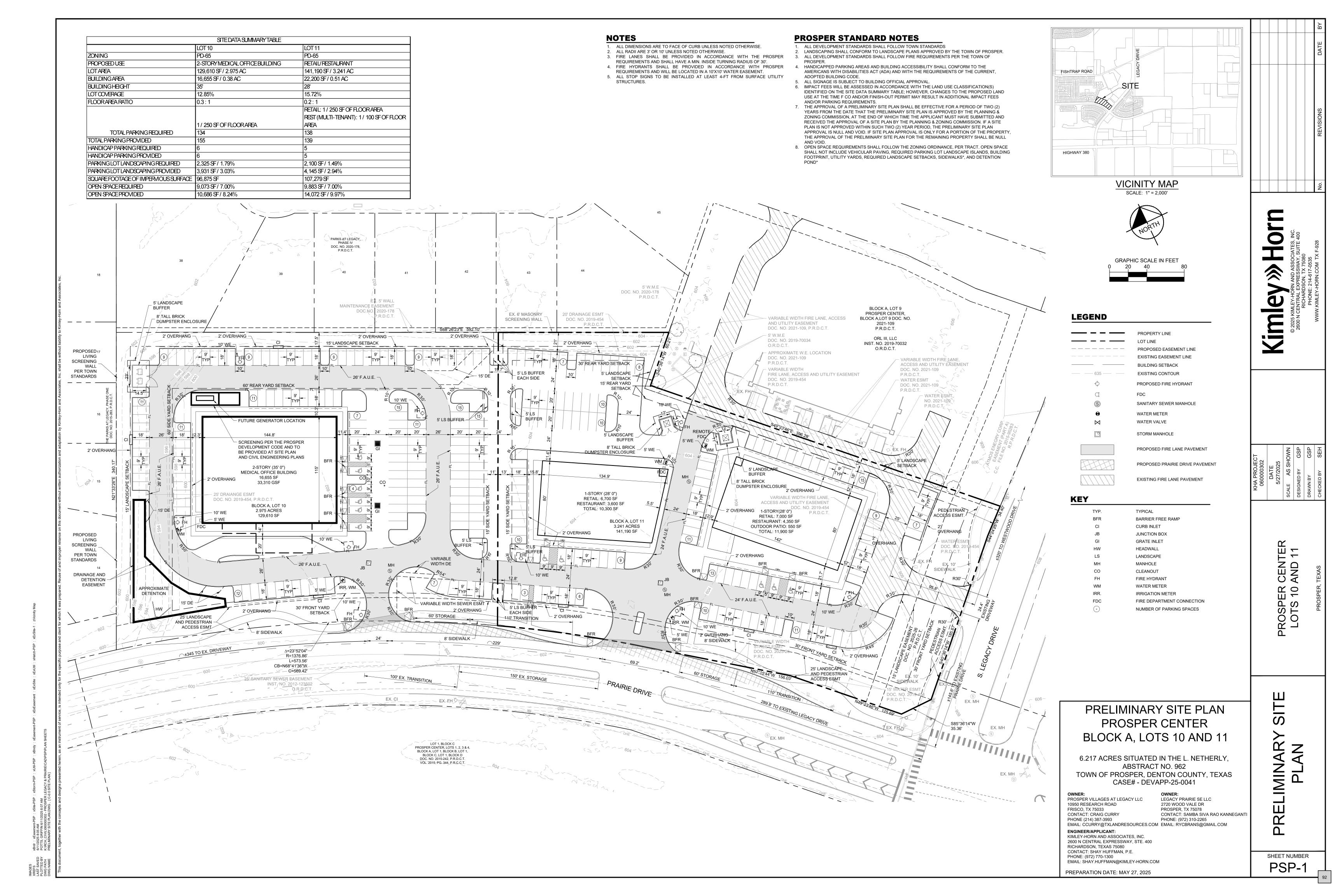


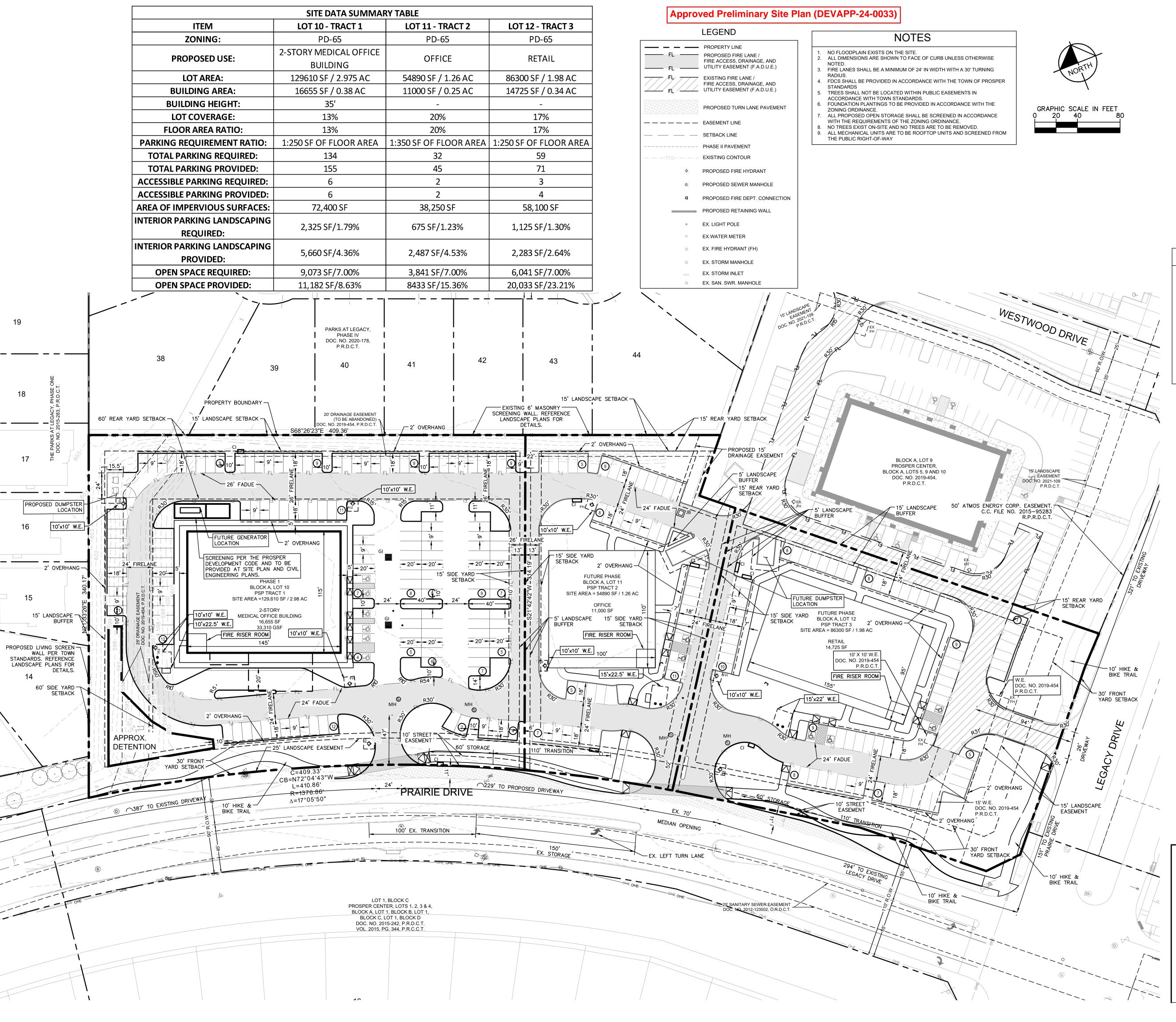
DEVAPP-25-0041

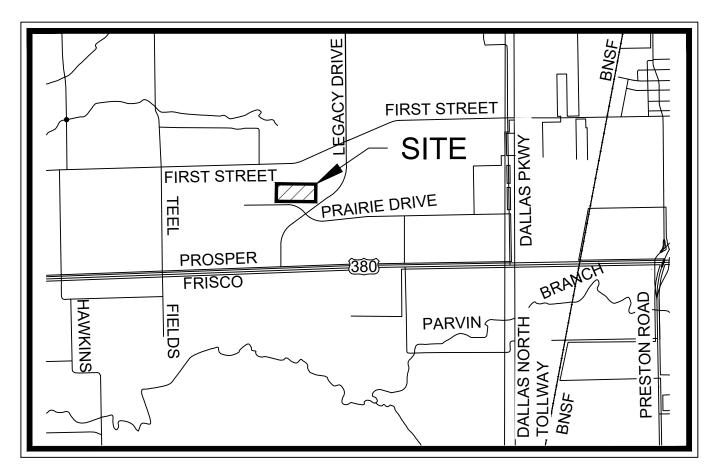
Prosper Center, Block A, Lots 10-11



Revised Preliminary Site Plan







SITE LOCATION MAP

TOWN OF PROSPER PRELIMINARY SITE PLAN NOTES

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



P&Z Approved

05/21/2024

Kimley» Horn

PRELIMINARY SITE PLAN

HARROD MEDICAL OFFICE BUILDING PROSPER CENTER

BLOCK A, LOT 10 - 12

CASE # - DEVAPP-24-0033 6.2 ACRES

L. NETHERLY SURVEY, ABSTRACT NO. 962 TOWN OF PROSPER, DENTON COUNTY, TEXAS

100 WEST OAK STREET, SUITE 203 10950 RESEARCH ROAD **DENTON, TX. 76201** PHONE (214) 387-3993 PHONE (940) 287-3620 CONTACT: MACK MATTKE, P.E.

CCURRY@TXLANDRESOURCES.COM

PROSPER A Place Where Everyone Matters

PLANNING

To: Planning & Zoning Commission Item No. 4

From: Dakari Hill, Senior Planner

Through: David Hoover, AICP, Director of Development Services

Cc: Suzanne Porter, AICP, Planning Manager

Re: Planned Development for Prosper Oaks

Meeting: June 17, 2025

Agenda Item:

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

Future Land Use Plan:

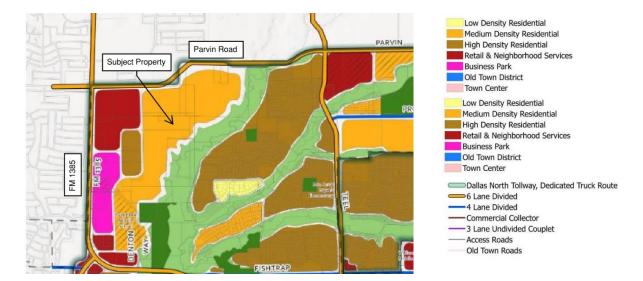
The Future Land Use Plan recommends Medium Density Residential.

Medium Density Residential recommends single-family detached dwelling units on lots that
range from 12,500 square feet to 20,000 square feet. Medium Density Residential
neighborhoods may have a variation of lot sizes provided that the density is within a specific
range (1.6 – 2.5 dwelling units per acre). The single-family portion of this development has lot
sizes ranging from 10,000 square feet to 12,500 square feet with an overall density of 2.1 units
per acre.

The proposed zoning case requires an amendment to the Future Land Use Plan from Medium Density Residential to High Density Residential.

 High Density Residential recommends single-family detached dwelling units on lots that are smaller than 10,000 square feet. High Density Residential neighborhoods have a density of greater than 2.5 dwelling units per acre. The age-restricted single-family portion of this development has lot sizes ranging from 7,500 square feet to 10,000 square feet with an overall density of 3.0 units per acre. This requires the Future Land Use Plan for this portion of the development to be amended from Medium Density Residential to High Density Residential.

Page 1 of 9



Zoning:

The property is zoned Agricultural.

Thoroughfare Plan:

This property has direct access to Parvin Road.

Parks Master Plan:

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

Hike & Bike Trail:

The Hike & Bike Trail Master Plan requires hike and bike trails along Parvin Road, Frontier Parkway, and Doe Branch that connect to the existing hike and bike trails adjacent to Windsong Ranch.

Legal Obligations and Review:

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

Attached Documents:

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

Description of Agenda Item:

The purpose of this request is to rezone the property from Agricultural to a Planned Development with a base zoning of Single Family-12.5 for the single-family residential section and Single Family-10 for the age-restricted single-family residential section. The intent of the request is to construct a maximum of 800 single-family homes on 373.5± acres. On the eastern tract of the property, 181.8± acres, the intent is to construct a maximum of 275 single-family homes. On the western tract of the property, 191.7± acres, the intent is to construct a maximum of 525 age-restricted single-family homes intended for residents 55 years of age and older.

Compatibility:

This zoning change would not be out of character with the existing area due to compatibility with the surrounding properties. The surrounding property to the east is an existing residential neighborhood, Windsong Ranch, with lot sizes ranging from 8,000 square feet to 20,000 square feet. The eastern portion of the proposed subdivision that will be adjacent to Windsong Ranch has lot sizes ranging from 10,000 square feet to 12,500 square feet that will keep the Future Land Use Plan for this section of the property as Medium Density Residential. The surrounding property to the south is vacant, owned by the Town, and will become a Town Park in the future. The surrounding property to the west is vacant with Future Land Use distinctions of High Density Residential and Retail & Neighborhood Services. The proposed change in the Future Land Use Plan to High Density Residential on the western portion of the property aligns with the Future Land Use distinction on the adjacent, vacant property to the west.

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

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Agricultural	Vacant	Medium Density Residential
North	City of Celina	Single-Family Residential	N/A
East	Planned Development-40 (Single-Family)	Single-Family Residential (Windsong Ranch)	High Density Residential
South	Planned Development-40 (Single-Family)	Vacant	Parks
West	Agricultural	Vacant	High Density Residential and Retail & Neighborhood Services

SINGLE-FAMILY RESIDENTIAL SECTION (EAST TRACT)

Density:

Per the Town's Future Land Use Plan, the gross density of Medium Density Residential developments will not be less than 1.6 dwelling units per acre or greater than 2.5 dwelling units per acre. The proposed development would allow for a maximum of 275 single-family homes on 181.8± acres, putting the density for this development at 2.1 units per acre.

Page 3 of 9

District Regulations:

The eastern section of this property contains two different lot types, Type A and Type B Lots. Type A Lots will have a lot width of 80 feet or greater and will be developed to the standards of the Single Family-12.5 District in the Zoning Ordinance. A minimum of 100 Type A Lots are required in the east tract. Type B Lots will have lot widths of less than 80 feet but no less than 75 feet. Type B Lots will be developed to the standards of the Single Family-10 District in the Zoning Ordinance. The single-family residential district regulations within the Planned Development compared to the regulations in the Single Family-12.5 and Single Family-10 Districts in the Zoning Ordinance are shown below.

	Single Family- 12.5 District Regulations (Zoning Ordinance)	Proposed District Regulations (Type A Lots)	Single Family- 10 District Regulations (Zoning Ordinance)	Proposed District Regulations (Type B Lots)
Size of Yards	Front: 30'	Front: 30'	Front: 25'	Front: 25'
	Side: 8' 15' (Adj. to Side Street)	Side: 8' 15' (Adj. to Side Street)	Side: 8' 15' (Adj. to Side Street)	Side: 8' 15' (Adj. to Side Street)
	Rear: 25'	Rear: 25'	Rear: 25'	Rear: 25'
Size of Lots	Minimum Lot Area: 12,500 SF Minimum Lot Width: 80' Minimum Lot	Minimum Lot Area: 12,500 SF Minimum Lot Width: 80' Minimum Lot	Minimum Lot Area: 10,000 SF Minimum Lot Width: 80' Minimum Lot	Minimum Lot Area: 10,000 SF Minimum Lot Width: 75' Minimum Lot
	Depth: 135'	Depth: 135'	Depth: 125'	Depth: 125'
Minimum Dwelling Area	Dwelling Area: 1,800 SF	Dwelling Area: 1,800 SF	Dwelling Area: 1,800 SF	Dwelling Area: 1,800 SF
Minimum Enclosed Parking (Garage) Area	Garage Area: 400 SF	Garage Area: 400 SF	Garage Area: 400 SF	Garage Area: 400 SF
Maximum Height	Stories: 2.5 Stories or 40'	Stories: 2.5 Stories or 40'	Stories: 2.5 Stories or 40'	Stories: 2.5 Stories or 40'
Maximum Lot Coverage	Lot Coverage: 45%	Lot Coverage: 45%	Lot Coverage: 45%	Lot Coverage: 45%

Page 4 of 9

Uses:

The list of permitted uses within the single-family residential section of this Planned Development is shown below.

- By Right:
 - Accessory Building
 - Antenna and/or Antenna Support Structure, Non-Commercial
 - Child Care Center. Home
 - Golf Course and/or Country Club
 - Home Occupation
 - Homebuilder Marketing Center
 - House of Worship
 - Household Care Facility
 - Model Home
 - Municipal Uses Operated by the Town of Prosper
 - Park or Playground
 - Private Recreation Center
 - Private Utility, Other Than Listed
 - o School, Public
 - Single-Family Dwelling, Detached
 - Wireless Communications and Support Structures less than 15 Feet in Height
 - o Incidental Uses (Amenity Centers, Community Pools, Sports Courts, etc.)
- By Specific Use Permit:
 - o Child Care Center, Licensed
 - Private Street Development
 - Utility Distribution Facility
 - Wireless Communications and Support Structures greater than 15 Feet in Height

Open Space and Amenities:

The open space standards within the single-family residential section of this Planned Development require a minimum of 30 acres of open space that is non-contiguous provided that each open space area be a minimum of 10,000 square feet and a minimum of 40 feet in width. The amenity standards within the single-family residential section of this Planned Development require a resident amenity area, pocket park with a playground, and at least three amenities from the list below. The amenity area must be completed prior to issuance of a Certificate of Occupancy for the 138th home (out of 275), or halfway through the development of this tract.

- Potential Amenities (Minimum of 3):
 - Event Lawn
 - o Fire Pit
 - Fishing Pier
 - Game Lawn
 - Outdoor Grilling Station
 - Pavillion
 - Putting Green
 - Sports Court

AGE-RESTRICTED SINGLE-FAMILY RESIDENTIAL SECTION (WEST TRACT)

Density:

Per the Town's Future Land Use Plan, the gross density of High Density Residential developments will be greater than 2.5 dwelling units per acre. The proposed development would allow for a maximum of 525 single-family homes on 191.7± acres, putting the density for this development at 3.0 units per acre.

District Regulations:

The western section of this property contains three different lot types, Type C, Type D, and Type E Lots. Type C Lots will have a lot width of 75 feet or greater and will be developed to the standards of the Single Family-10 District in the Zoning Ordinance. A minimum of 100 Type C Lots are required within the west tract. Type D Lots will have lot widths of less than 75 feet but no less than 65 feet. Type D Lots will be developed to the standards of the Single Family-10 District in the Zoning Ordinance. Type E Lots will have lot widths of less than 65 feet but no less than 55 feet. Type E Lots will be developed to the standards of the Single Family-10 District in the Zoning Ordinance. A maximum of 225 Type E Lots are permitted in the west tract. These lot types will be inter-mixed within the west tract so that each block will have a different variation of the lot types. The age-restricted single-family residential district regulations within the Planned Development compared to the regulations in the Single Family-10 District in the Zoning Ordinance are shown below.

	Single Family-	Proposed	Proposed	Proposed
	10 District	District	District	District
	Regulations (Zoning Ordinance)	Regulations (Type C Lots)	Regulations (Type D Lots)	Regulations (Type E Lots)
Size of Yards	Front:	Front:	Front:	Front:
	25'	25'	25'	25'
	Side:	Side:	Side:	Side:
	8'	8'	8'	8'
	15' (Adj. to Side	15' (Adj. to Side	15' (Adj. to Side	15' (Adj. to Side
	Street)	Street)	Street)	Street)
	Rear: 25'	Rear: 25'	Rear: 25'	Rear: 25'
Size of Lots	Minimum Lot	Minimum Lot	Minimum Lot	Minimum Lot
	Area:	Area:	Area:	Area:
	10,000 SF	10,000 SF	8,800 SF	7,500 SF
	Minimum Lot	Minimum Lot	Minimum Lot	Minimum Lot
	Width:	Width:	Width:	Width:
	80'	75'	65'	55'
	Minimum Lot	Minimum Lot	Minimum Lot	Minimum Lot
	Depth:	Depth:	Depth:	Depth:
	125'	125'	125'	125'
Minimum Dwelling Area	Dwelling Area: 1,800 SF	Dwelling Area: 2,000 SF	Dwelling Area: 1,800 SF	Dwelling Area: 1,550 SF

Page 6 of 9

Minimum	Garage Area:	Garage Area:	Garage Area:	Garage Area:
Enclosed	400 SF	400 SF	400 SF	400 SF
Parking				
(Garage) Area				
Maximum	Stories:	Stories:	Stories:	Stories:
Maximum	Otorics.	Otories.	Otories.	Otories.
Height	2.5 Stories or 40'			

Uses:

The list of permitted uses within the age-restricted single-family residential section of this Planned Development is shown below.

- By Right:
 - Accessory Building
 - Antenna and/or Antenna Support Structure, Non-Commercial
 - o Golf Course and/or Country Club
 - Home Occupation
 - Homebuilder Marketing Center
 - House of Worship
 - Household Care Facility
 - Model Home
 - Municipal Uses Operated by the Town of Prosper
 - Park or Playground
 - Private Recreation Center
 - Private Street Development
 - Private Utility, Other Than Listed
 - o School, Public
 - Single-Family Dwelling, Detached (Active Adult Community)
 - Wireless Communications and Support Structures less than 15 Feet in Height
 - o Incidental Uses (Amenity Centers, Community Pools, Sports Courts, etc.)
- By Specific Use Permit:
 - Utility Distribution Facility
 - Wireless Communications and Support Structures greater than 15 Feet in Height

Open Space and Amenities:

The open space standards within the age-restricted single-family residential section of this Planned Development require a minimum of 20 acres of open space that is non-contiguous provided that each open space area be a minimum of 10,000 square feet and a minimum of 40 feet in width. The amenity standards within the single-family residential section of this Planned Development require an amenity center or clubhouse, swimming pool with shade structure(s), and at least three amenities from the list below. The amenity area must be completed prior to issuance of a Certificate of Occupancy for the 263rd home (out of 525), or halfway through the development of this tract.

- Potential Amenities (Minimum of 3):
 - Bocce Ball Court
 - Event Lawn
 - o Fire Pit

- Game Lawn
- Outdoor Spa
- Pavillion with Outdoor Grilling Station
- Putting Green
- Shuffleboard Court or Table
- Sports Court

GENERAL REGULATIONS (BOTH TRACTS)

Architectural Standards:

The architectural standards within this Planned Development are shown below.

- Building Materials:
 - Permitted Materials
 - Cementitious Fiber Board
 - Clay Fired Brick
 - Granite
 - Marble
 - Stone (Natural or Manufactured)
 - Stucco (Three-Coat)
 - Design
 - The exterior façade of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred percent (100%) masonry.
 - On front façades, cementitious fiber board may constitute up to fifty percent (50%) of the area for stories other than the first story. Additionally, cementitious fiber board may be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story.
 - On side and rear façades, cementitious fiber board may constitute up to twenty percent (20%) of all stories.
 - Any portion of an upper story, excluding windows, that faces public or private open space, public or private parks, or hike and bike trails, shall be one hundred percent (100%) masonry and may be comprised of cementitious fiber board.
 - The exterior cladding of chimneys shall be brick, natural, or manufactured stone, or stucco.
 - On Craftsman and Modern Farmhouse style homes (see Exhibit F), cementitious fiber board may constitute up to eighty percent (80%) of the area for stories other than the first story.
 - Cementitious fiber board may be used for architectural features, including window box outs, bay windows, roof dormers, garage door headers, columns, exposed sidewalls/gable ends above lower roofs, exposed rafter tails, or other architectural features as approved by the Director of Development Services.
- Roofing:
 - Materials
 - Roof material shall consist of standing seam copper, standing seam metal, natural slate shingles, imitation slate shingles, cementitious tile, or composition 30-year laminated shingles, or other materials as approved by the Director of Development Services.

- Pitch
 - Main residential structures shall have a minimum slope of six by twelve (6:12).
 - Accessory structures shall have a minimum slope of 1.25:12.
- Entry
 - All homes shall have a covered porch, stoop, or portico at the main front entry.
- Driveways
 - All driveways shall be broomed finished concrete, salt finished concrete, stained patterned concrete, or brick/stone pavers.

Screening and Fencing:

The screening and fencing standards within this Planned Development require all fencing along Parvin Road and Frontier Parkway to be constructed with a minimum of fifty percent (50%) ornamental metal to provide openness along adjacent thoroughfares.

Pedestrian Connectivity:

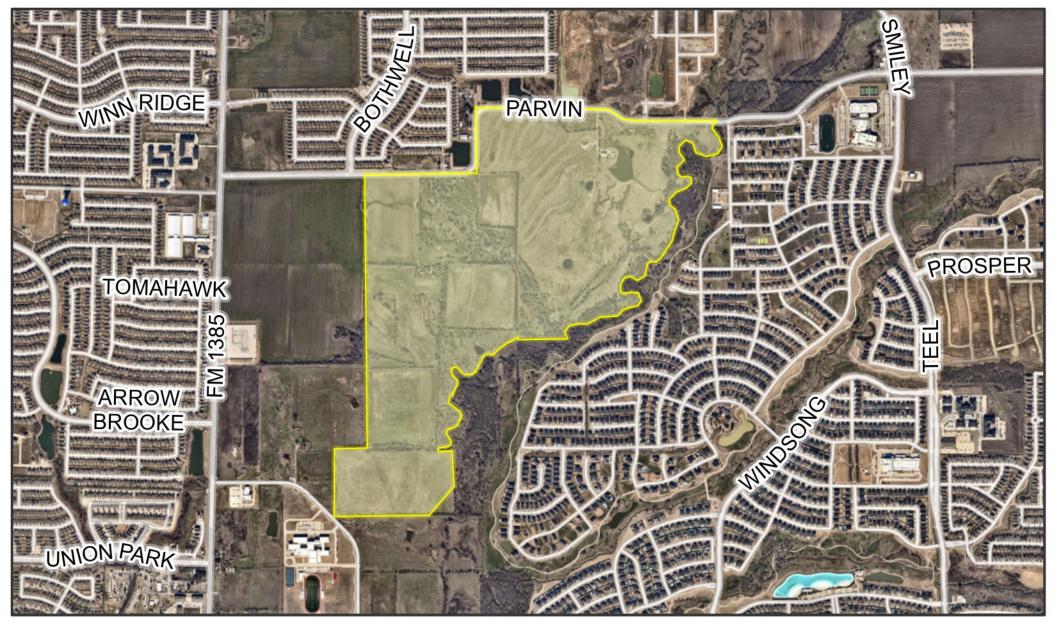
The pedestrian connectivity standards within this Planned Development reference compliance with Exhibit G, or the Landscape Plan, which indicates six-foot hike and bike trails along Parvin Road, Frontier Parkway, and Doe Branch that connect to the existing hike and bike trails adjacent to the neighboring community to the east, Windsong Ranch.

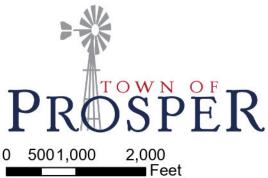
Town Staff Recommendation:

The proposed zoning request is not compliant with the Future Land Use Plan; however, the western tract of this property is adjacent to vacant land that is designated as High Density Residential and Retail & Neighborhood Services. The western tract of this property, containing the age-restricted single-family section, would be compatible with future residential development to the west due to a similar Future Land Use designation and would provide a transition between any future commercial development and larger single-family homes that have a designation of Medium Density Residential. The eastern tract of this property, containing the single-family residential section, is compatible with the existing residential development to the east, Windsong Ranch, as they would have similar lot types and provide a transition between the age-restricted single-family residential and Windsong Ranch. For these reasons, Town Staff recommends approval of the request to rezone 373.5± acres from Agricultural to a Planned Development allowing for both Single-Family and Age-Restricted Single-Family Residences, located on the south side of Parvin Road and 2,070± feet east of FM 1385.

Town Council Public Hearing:

Upon a recommendation by the Planning & Zoning Commission, a Public Hearing for this item will be scheduled for the Town Council at their Regular meeting on July 22, 2025.



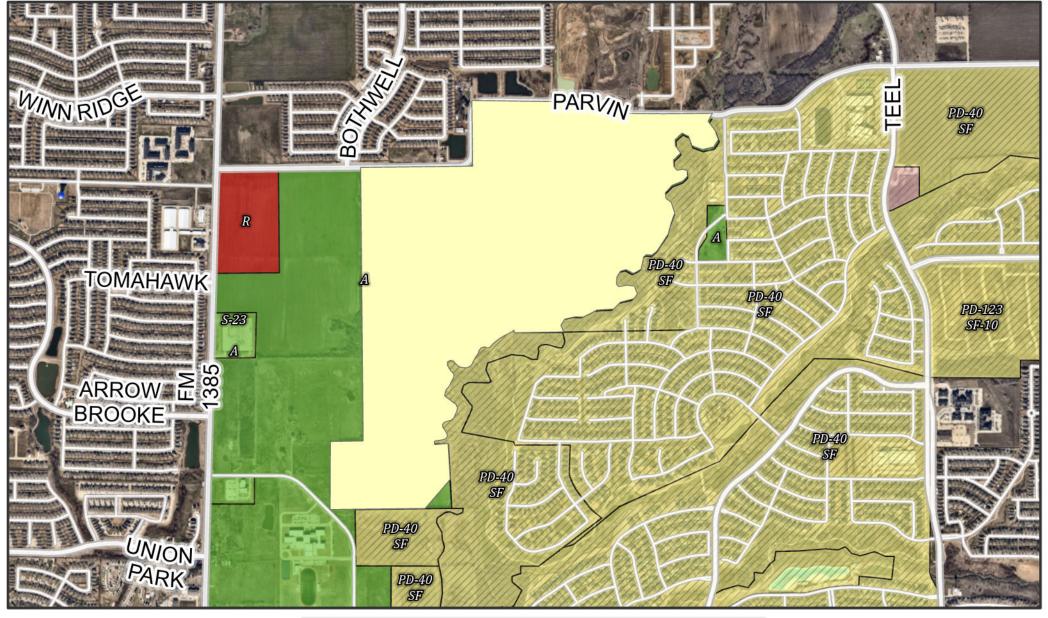


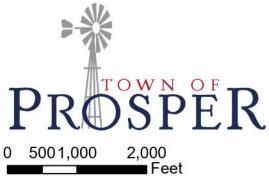


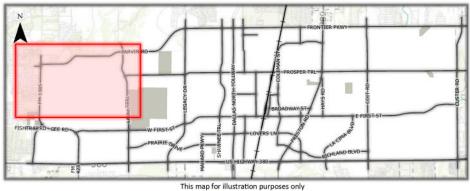
ZONE-24-0022

Prosper Oaks

Planned Development







ZONE-24-0022

Prosper Oaks

Planned Development

Future Land Use Exhibit



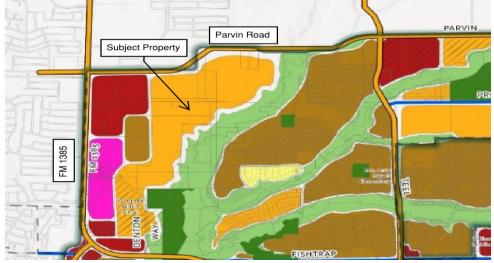


EXHIBIT A-1:WRITTEN METES AND BOUNDS ZONE-24-0022

BEING a tract of land situated in the L. Rue Survey, Abstract No. 1110, the H. Rue Survey Abstract No. 1111, the B. Rue Survey, Abstract No. 1113, the P.R. Rue Survey, Abstract No. 1555, the C. Jackson Survey, Abstract No. 1546, the F. Wilkerson Survey, Abstract No. 1411, the J. Morton Survey, Abstract No. 793, and the J. Teeter Survey, Abstract 1262, Denton County, Texas and being all of a called 189.695-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-120739, Official Records, Denton County, Texas, and all of a called 155.903-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-187834, said Official Records, and all of a called 5.00-acre tract of land, described in a deed to Jo Lynn Carey Ninemire & Laura Jean Carey Varner, recorded in Instrument No. 2014-16824 said Official Records, and all of a called 5.3266-acre tract of land, described in a deed to Mark and Cathi Carey, recorded in Instrument No. 2007-985, said Official Records, and all of a called 17.070 acre tract of land described in a deed to Prosper Oaks LP, described in a deed to Prosper Oaks LP, recorded in Instrument No. 2024-93696, said Official Records, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in Parvin Road (a public road) for the northwest corner of said 189.695-acre tract and the northeast corner of a called 91.001-acre tract of land described in a deed to Jaianjaneya Real Estate Services LLC, recorded in Instrument No. 2022-120979, said Official Records, also being on the south line of Sutton Fields Phase 4A, recorded in Instrument No. 2023-294, Plat Records, Denton County, Texas;

THENCE North 89°18'40" East, along the northerly line of said 189.695-acre tract and said Parvin Road, a distance of 1,610.43 feet to the southeast corner of said Sutton Fields Phase 4A, same being the westernmost southwest corner of said 155.903-acre tract;

THENCE North 00°39'42" West, departing said northerly line, along the westerly line of said 155.903-acre tract, the easterly line of said Sutton Fields Phase 4A, the easterly line of a called 1.000 acre tract of land described in a deed to Dale & Vicki Travis, as recorded in Instrument No. 2019-53525, said Official Records, the easterly line of a called 1.398 acre tract of land described in a deed to Claude and Kathleen Adams, as recorded in Instrument No. 2011-67775, said Official Records, the easterly line of a called 0.366 acre tract of land described as Tract 2 in a deed to Michael Bohn and Lori Bohn, as recorded in Instrument No. 2020-19369, said Official Records, and continuing along said Parvin Road, a distance of 944.52 feet to the northwest corner of said 155.903-acre tract, common to the southwest corner of Sutton Fields Phase 3D, recorded in Instrument No. 2022-44, said Plat Records;

THENCE South 89°11'31" East, departing the easterly line of said Sutton Fields Phase 4A, and along the northerly line of said 155.903-acre tract, said 5.00-acre tract, said 5.3266-acre tract, and the southerly line of said Sutton Fields Phase 3D, and a called 109.926-acre tract of land described in a deed to Sutton Fields East, LLC, recorded in Instrument No. 2021-192973, said Official Records, a distance of 1,163.72 feet to the northernmost northeast corner of said 5.3266-acre tract:

THENCE South 89°13'09" East, continuing along the northerly line of said 155.903-acre tract, along the northerly line of said 5.00-acre tract, said 5.3266-acre tract, and the southerly line of said 109.926-acre tract, a distance of 740.89 feet to the northernmost northeast corner of said 5.3266-acre tract;

THENCE South 56°15'56" East, continuing along the northerly line of said 5.3266-acre tract and the southerly line of said 109.926-acre tract, and along the northerly line of said 155.903-acre tract, a distance of 180.59 feet to a point at the beginning of a tangent curve to the left with a radius of 350.00 feet, a central angle of 33°01'08", and a chord bearing and distance of South 72°46'30" East, 198.92 feet;

THENCE in an easterly direction, continuing along the northerly line of said 155.903-acre tract and the southerly line of said 109.926-acre tract, with said tangent curve to the left, an arc distance of 201.70 feet to a point for corner;

THENCE South 89°17'04" East, continuing along said northerly line, and the southerly line of said 109.926-acre tract, a distance of 505.80 feet to a mag nail found for the southeast corner of said 109.926-acre tract, common to the southwest corner of a called 101.60-acre tract of land described in a deed to MM Celina Parvin 101, LLC, recorded in Instrument No. 2023-32350, said Official Records:

THENCE South 89°13'57" East, continuing along said northerly line, and along the southerly line of said 101.60-acre tract, a distance of 697.72 feet to an "X" cut in concrete found for the northeast corner of said 155.903-acre tract, common to the northernmost northwest corner of a called 48.323-acre tract of land described in a deed to VP Windsong Investments LLC, recorded In Instrument No. 2021-74160, said Official Records;

THENCE departing the southerly line of said 101.60-acre tract, and along the easterly line of said 155.903-acre tract and the west line of said 48.323-acre tract, Windsong Ranch Phase 6D, recorded in Instrument No. 2023-390, said Plat Records, Windsong Ranch Phase 7D&7H, recorded in Instrument No. 2022-232, said Plat Records, the following courses and distances:

South 28°30'00" West, a distance of 111.84 feet to a point for corner;

South 37°30'00" East, a distance of 160.31 feet to a point for corner;

South 20°00'00" East, a distance of 146.57 feet to a point for corner;

South 33°30'00" West, a distance of 125.24 feet to a point for corner;

South 77°00'00" West, a distance of 163.96 feet to a point for corner;

North 70°00'00" West, a distance of 159.08 feet to a point for corner;

North 20°00'00" West, a distance of 145.13 feet to a point for corner;

North 64°00'00" West, a distance of 105.82 feet to a point for corner;

South 46°00'00" West, a distance of 137.91 feet to a point for corner; South 03°30'00" East, a distance of 88.33 feet to a point for corner; South 36°30'00" East, a distance of 126.60 feet to a point for corner; South 46°00'00" West, a distance of 143.43 feet to a point for corner; South 03°30'00" East, a distance of 96.44 feet to a point for corner; South 39°30'00" East, a distance of 67.58 feet to a point for corner; North 82°30'00" East, a distance of 89.32 feet to a point for corner; South 73°30'00" East, a distance of 61.35 feet to a point for corner; South 03°30'00" East, a distance of 80.35 feet to a point for corner; South 44°30'00" West, a distance of 98.69 feet to a point for corner; South 68°00'00" West, a distance of 162.38 feet to a point for corner; South 42°30'00" West, a distance of 146.51 feet to a point for corner; South 05°30'00" East, a distance of 79.52 feet to a point for corner; South 53°30'00" East, a distance of 96.87 feet to a point for corner; South 18°00'00" East, a distance of 161.60 feet to a point for corner; South 20°00'00" West, a distance of 148.19 feet to a point for corner; South 15°00'00" West, a distance of 172.18 feet to a point for corner; South 33°30'00" West, a distance of 286.52 feet to a point for corner; South 49°00'00" West, a distance of 92.68 feet to a point for corner; North 86°30'00" West, a distance of 86.67 feet to a point for corner; South 51°00'00" West, a distance of 46.11 feet to a point for corner; South 12°00'00" West, a distance of 183.60 feet to a point for corner; South 61°00'00" West, a distance of 125.65 feet to a point for corner; North 62°00'00" West, a distance of 117.81 feet to a point for corner;

South 74°30'00" West, a distance of 83.62 feet to a point for corner;

South 32°30'00" West, a distance of 99.40 feet to a point for corner;

South 03°00'00" West, a distance of 103.89 feet to a point for corner;

South 46°00'00" East, a distance of 51.34 feet to a point for corner:

North 78°30'00" East, a distance of 112.64 feet to a point for corner;

South 83°30'00" East, a distance of 109.64 feet to a point for corner;

South 20°30'00" East, a distance of 123.94 feet to a point for corner;

South 37°00'00" West, a distance of 84.31 feet to a point for corner;

South 75°30'00" West, a distance of 201.74 feet to a point for corner;

South 44°30'00" West, a distance of 137.72 feet to a point for corner;

South 86°30'00" West, a distance of 242.05 feet to a point for corner;

South 62°30'00" West, a distance of 215.47 feet to a point for corner;

North 89°00'00" West, a distance of 124.44 feet to a point for corner;

South 77°30'00" West, a distance of 146.53 feet to a point for corner;

South 33°00'00" West, a distance of 105.98 feet to a point for corner;

South 23°30'00" East, a distance of 103.84 feet to the southeast corner of said 155.903 acre tract, being on the northerly line of called Tract 2, described In a deed to VP Windsong Operations LLC, recorded in Instrument No. 2018-142926, said Official Records;

THENCE South 88°59'25" West, departing the westerly line of said Windsong Ranch Phase 7D&7H, along the southerly line of said 155.903 acre tract and the northerly line of said Tract 2, a distance of 713.52 feet to the southerly southwest corner of said 155.903 acre tract, common to an ell corner of said Tract 2, from which, a 1/2 inch iron rod (bent) found for witness bears South 32°24' East, 3.95 feet;

THENCE North 00°13'47" East, along the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, a distance of 40.46 feet to the northernmost southeast corner of aforesaid 17.070 acre tract;

THENCE departing the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, and along the easterly line of said 17.070 acre tract, the following courses and distances:

South 41°38'20" West, a distance of 25.71 feet to a point for corner: South 62°22'50" West, a distance of 74.71 feet to a point for corner; South 63°16'30" West, a distance of 46.88 feet to a point for corner; South 60°27'30" West, a distance of 36.25 feet to a point for corner; South 59°53'21" West, a distance of 29.79 feet to a point for corner; South 56°31'23" West, a distance of 28.94 feet to a point for corner; South 53°35'37" West, a distance of 60.89 feet to a point for corner; South 50°17'02" West, a distance of 31.83 feet to a point for corner; South 46°18'29" West, a distance of 31.30 feet to a point for corner; South 44°23'27" West, a distance of 33.07 feet to a point for corner; South 40°37'06" West, a distance of 32.29 feet to a point for corner: South 78°39'26" West, a distance of 42.01 feet to a point for corner; North 68°40'40" West, a distance of 41.63 feet to a point for corner; South 71°30'22" West, a distance of 47.59 feet to a point for corner; South 39°08'53" West, a distance of 42.46 feet to a point for corner; South 21°42'51" West, a distance of 42.39 feet to a point for corner; South 27°16'51" West, a distance of 36.07 feet to a point for corner; South 35°37'20" West, a distance of 35.68 feet to a point for corner; South 32°14'30" West, a distance of 37.49 feet to a point for corner; South 25°12'19" West, a distance of 85.30 feet to a point for corner; South 46°44'43" West, a distance of 42.18 feet to a point for corner; South 71°49'19" West, a distance of 42.89 feet to a point for corner; South 87°47'15" West, a distance of 47.42 feet to a point for corner: North 78°43'04" West, a distance of 45.72 feet to a point for corner;

North 57°26'44" West, a distance of 44.71 feet to a point for corner; North 47°21'40" West, a distance of 45.17 feet to a point for corner; North 41°16'31" West, a distance of 44.92 feet to a point for corner; North 79°16'21" West, a distance of 46.36 feet to a point for corner; South 61°42'18" West, a distance of 42.39 feet to a point for corner; South 00°00'15" East, a distance of 45.45 feet to a point for corner: South 21°42'40" East, a distance of 44.11 feet to a point for corner; South 33°02'14" East, a distance of 45.17 feet to a point for corner; South 46°40'29" East, a distance of 44.26 feet to a point for corner; South 31°27'40" East, a distance of 38.89 feet to a point for corner; South 13°15'46" West, a distance of 44.03 feet to a point for corner; South 26°26'42" West, a distance of 49.23 feet to a point for corner; South 24°34'46" West, a distance of 57.69 feet to a point for corner; South 32°19'05" West, a distance of 44.83 feet to a point for corner; South 45°22'04" West, a distance of 49.31 feet to a point for corner; South 15°04'50" West, a distance of 44.34 feet to a point for corner; South 12°20'13" West, a distance of 47.05 feet to a point for corner; South 51°32'28" East, a distance of 47.72 feet to a point for corner; South 55°22'11" East, a distance of 46.41 feet to a point for corner; South 49°57'31" East, a distance of 45.99 feet to a point for corner; South 55°16'13" East, a distance of 45.45 feet to a point for corner; South 49°03'34" East, a distance of 25.79 feet to a point for corner; South 23°24'33" East, a distance of 45.63 feet to a point for corner; South 10°19'26" West, a distance of 47.19 feet to a point for corner; South 25°15'31" West, a distance of 48.85 feet to a point for corner; South 21°39'38" West, a distance of 44.51 feet to a point for corner; South 28°24'12" West, a distance of 26.50 feet to a point for corner;

South 55°15'13" West, a distance of 49.81 feet to a point for corner;

South 75°22'27" West, a distance of 44.43 feet to a point for corner;

South 69°07'42" West, a distance of 44.61 feet to a point for corner;

South 49°23'46" West, a distance of 41.71 feet to a point for corner;

South 06°59'20" East, a distance of 46.31 feet to a point for corner;

South 35°52'00" East, a distance of 46.30 feet to a point for corner;

South 32°07'08" East, a distance of 49.72 feet to a point for corner;

South 14°51'13" East, a distance of 44.18 feet to a point for corner;

South 28°25'05" West, a distance of 42.52 feet to a point for corner;

South 67°49'28" West, a distance of 46.70 feet to a point for corner;

South 79°32'24" West, a distance of 40.33 feet to a point for corner;

South 81°36'49" West, a distance of 49.95 feet to a point for corner;

South 78°01'15" West, a distance of 36.49 feet to a point for corner;

South 05°35'28" East, a distance of 47.80 feet to the southernmost southeast corner of said 17.070 acre tract, being on the westerly line of said Tract 2 and the easterly line of aforesaid 189.695 acre tract;

THENCE North 85°37'47" East, along the westerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 193.33 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for an ell corner of said Tract 2, common to a northeast corner of said 189.695 acre tract:

THENCE South 03°33'27" East, continuing along the westerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 516.01 feet to the northerly southeast corner of said 189.695 acre tract, common to the north corner of a called 1.84-acre tract of land described in a certified copy of probate to Walter C. Fain, recorded in Document No. 2004-95008, said Official Records;

THENCE South 40°46'41" West, departing said westerly line, and along the northwesterly line of said 1.84-acre tract, same being the southeasterly line of said 189.695-acre tract, a distance of 552.59 feet to a 1/2 inch iron rod with plastic cap (illegible) found for the southerly southeast corner of said 189.695-acre tract, common to the southwest corner of said 1.84-acre tract, also being on the northerly line of a called 23.507 acre tract of land described as Tract 3 in a deed to Town of Prosper, as recorded in Instrument No. 2022-69025, said Official Records;

THENCE South 89°21'41" West, along the northerly line of said Tract 3, and the southerly line of said 189.695-acre tract, a distance of 1,002.42 feet to a 1/2 inch iron rod found for the northwest corner of said Tract 3 and the easternmost northeast corner of the Middle School #9 Addition, recorded in Instrument No. 2023-375, said Plat Records;

THENCE South 89°18'00" West, continuing along said southerly line, and along the northerly line of said Middle School #9 Addition, a distance of 363.44 feet to the southwest corner of said 189.695-acre tract, common to an ell corner of said Middle School #9 Addition;

THENCE along the westerly line of said 189.695-acre tract, and the easterly line of said Middle School addition, and a called Tract 1 and a called Tract 2, described in a deed to VEE Prosper Oaks, LLC, recorded in Instrument No. 2022-53773, said Official Records, and the aforesaid 91.001-acre tract, the following courses and distances:

North 00°12'17" East, a distance of 978.51 feet to an ell corner of said Tract 2, common to the southernmost northwest corner of said 189.695-acre tract, from which, a 5/8 inch iron rod found for witness bears North 11°17' West, 1.16 feet;

North 89°06'26" East, a distance of 471.46 feet to a 4 inch metal post found for an ell corner of said 189.695-acre tract, from which, a 1/2 inch iron rod found for witness bears North 02°24' East, 1.67 feet;

North 00°29'54" West, a distance of 720.64 feet to a 1/2 inch iron rod found for the northeast corner of said Tract 2, common to the southeast corner of said Tract 1;

North 00°32'01" West, a distance of 486.46 feet to a 1/2 inch iron rod found for the northeast corner of said Tract 1, common to the southeast corner of said 91.001-acre tract:

North 00°32'30" West, a distance of 2,726.37 feet to the **POINT OF BEGINNING** and containing 16,266,607 square feet or 373.430 acres of land, more or less.

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

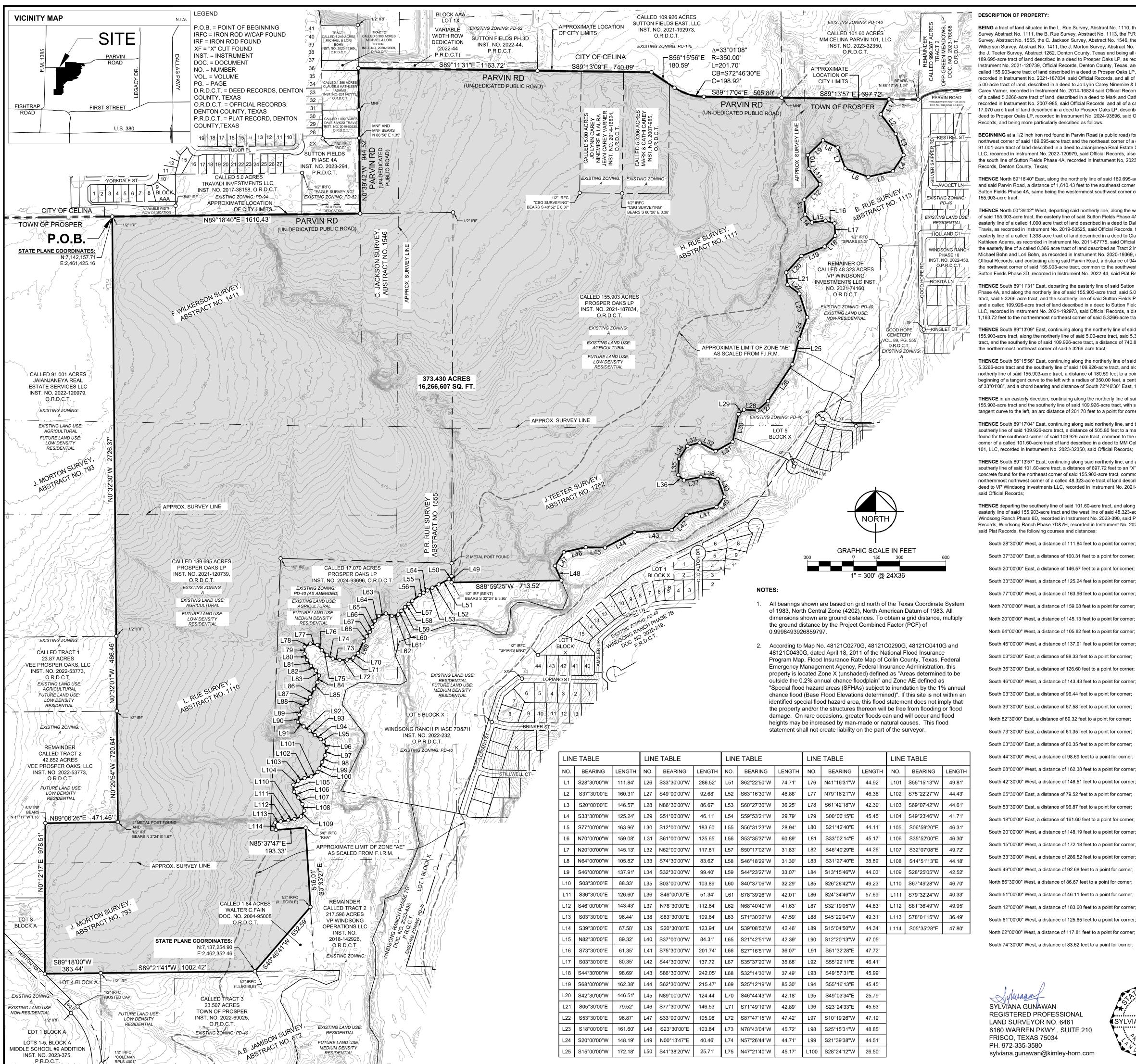
Sylviana Gunawan

Registered Professional Land Surveyor No. 6461 Kimley-Horn and Associates, Inc. 6160 Warren Pkwy., Suite 210

Frisco, Texas 75034 Ph. 972-335-3580

sylviana.gunawan@kimley-horn.com





DESCRIPTION OF PROPERTY:

BEING a tract of land situated in the L. Rue Survey, Abstract No. 1110, the H. Rue Survey Abstract No. 1111, the B. Rue Survey, Abstract No. 1113, the P.R. Rue Survey, Abstract No. 1555, the C. Jackson Survey, Abstract No. 1546, the F. Wilkerson Survey, Abstract No. 1411, the J. Morton Survey, Abstract No. 793, and the J. Teeter Survey, Abstract 1262, Denton County, Texas and being all of a called 189.695-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-120739, Official Records, Denton County, Texas, and all of a called 155 903-acre tract of land described in a deed to Prosper Oaks LP as recorded in Instrument No. 2021-187834, said Official Records, and all of a called 5.00-acre tract of land, described in a deed to Jo Lynn Carey Ninemire & Laura Jean Carey Varner, recorded in Instrument No. 2014-16824 said Official Records, and all of a called 5.3266-acre tract of land, described in a deed to Mark and Cathi Carey, recorded in Instrument No. 2007-985, said Official Records, and all of a called 17.070 acre tract of land described in a deed to Prosper Oaks LP, described in a deed to Prosper Oaks LP, recorded in Instrument No. 2024-93696, said Official

BEGINNING at a 1/2 inch iron rod found in Parvin Road (a public road) for the northwest corner of said 189.695-acre tract and the northeast corner of a called 91.001-acre tract of land described in a deed to Jaianjaneya Real Estate Services LLC, recorded in Instrument No. 2022-120979, said Official Records, also being on the south line of Sutton Fields Phase 4A, recorded in Instrument No. 2023-294, Plat Records, Denton County, Texas;

THENCE North 89°18'40" East, along the northerly line of said 189.695-acre tract and said Parvin Road, a distance of 1,610.43 feet to the southeast corner of said Sutton Fields Phase 4A, same being the westernmost southwest corner of said

THENCE North 00°39'42" West, departing said northerly line, along the westerly line of said 155.903-acre tract, the easterly line of said Sutton Fields Phase 4A, the easterly line of a called 1.000 acre tract of land described in a deed to Dale & Vicki Travis, as recorded in Instrument No. 2019-53525, said Official Records, the easterly line of a called 1.398 acre tract of land described in a deed to Claude and Kathleen Adams, as recorded in Instrument No. 2011-67775, said Official Records, the easterly line of a called 0.366 acre tract of land described as Tract 2 in a deed to Michael Bohn and Lori Bohn, as recorded in Instrument No. 2020-19369, said Official Records, and continuing along said Parvin Road, a distance of 944.52 feet to the northwest corner of said 155.903-acre tract, common to the southwest corner of Sutton Fields Phase 3D, recorded in Instrument No. 2022-44, said Plat Records;

THENCE South 89°11'31" East, departing the easterly line of said Sutton Fields Phase 4A, and along the northerly line of said 155.903-acre tract, said 5.00-acre tract, said 5.3266-acre tract, and the southerly line of said Sutton Fields Phase 3D, and a called 109 926-acre tract of land described in a deed to Sutton Fields Fast LLC, recorded in Instrument No. 2021-192973, said Official Records, a distance of 1,163.72 feet to the northernmost northeast corner of said 5.3266-acre tract;

THENCE South 89°13'09" East, continuing along the northerly line of said 155.903-acre tract, along the northerly line of said 5.00-acre tract, said 5.3266-acre tract, and the southerly line of said 109.926-acre tract, a distance of 740.89 feet to the northernmost northeast corner of said 5.3266-acre tract;

THENCE South 56°15'56" East, continuing along the northerly line of said 5.3266-acre tract and the southerly line of said 109.926-acre tract, and along the northerly line of said 155.903-acre tract, a distance of 180.59 feet to a point at the beginning of a tangent curve to the left with a radius of 350.00 feet, a central angle of 33°01'08", and a chord bearing and distance of South 72°46'30" East, 198.92 feet;

THENCE in an easterly direction, continuing along the northerly line of said 155.903-acre tract and the southerly line of said 109.926-acre tract, with said tangent curve to the left, an arc distance of 201.70 feet to a point for corner;

THENCE South 89°17'04" East, continuing along said northerly line, and the southerly line of said 109.926-acre tract, a distance of 505.80 feet to a mag nail found for the southeast corner of said 109.926-acre tract, common to the southwest corner of a called 101.60-acre tract of land described in a deed to MM Celina Parvin 101, LLC, recorded in Instrument No. 2023-32350, said Official Records;

THENCE South 89°13'57" East, continuing along said northerly line, and along the southerly line of said 101.60-acre tract, a distance of 697.72 feet to an "X" cut in concrete found for the northeast corner of said 155.903-acre tract, common to the northernmost northwest corner of a called 48.323-acre tract of land described in a deed to VP Windsong Investments LLC, recorded In Instrument No. 2021-74160, said Official Records:

THENCE departing the southerly line of said 101.60-acre tract, and along the easterly line of said 155.903-acre tract and the west line of said 48.323-acre tract, Windsong Ranch Phase 6D, recorded in Instrument No. 2023-390, said Plat Records, Windsong Ranch Phase 7D&7H, recorded in Instrument No. 2022-232, said Plat Records, the following courses and distances:

South 28°30'00" West, a distance of 111.84 feet to a point for corner; South 37°30'00" East, a distance of 160.31 feet to a point for corner South 20°00'00" East, a distance of 146.57 feet to a point for corner; South 33°30'00" West, a distance of 125.24 feet to a point for corner; South 77°00'00" West, a distance of 163.96 feet to a point for corner; North 70°00'00" West, a distance of 159.08 feet to a point for corner; North 20°00'00" West, a distance of 145.13 feet to a point for corner;

South 03°30'00" East, a distance of 88.33 feet to a point for corner; South 36°30'00" East, a distance of 126.60 feet to a point for corner South 46°00'00" West, a distance of 143.43 feet to a point for corner; South 03°30'00" East, a distance of 96.44 feet to a point for corner; South 39°30'00" East, a distance of 67.58 feet to a point for corner;

North 82°30'00" East, a distance of 89.32 feet to a point for corner; South 73°30'00" East, a distance of 61.35 feet to a point for corner; South 03°30'00" East, a distance of 80.35 feet to a point for corner; South 44°30'00" West, a distance of 98.69 feet to a point for corner; South 68°00'00" West, a distance of 162.38 feet to a point for corner; South 42°30'00" West, a distance of 146.51 feet to a point for corner; South 05°30'00" East, a distance of 79.52 feet to a point for corner; South 53°30'00" East, a distance of 96.87 feet to a point for corner: South 18°00'00" East, a distance of 161.60 feet to a point for corner South 20°00'00" West, a distance of 148.19 feet to a point for corner: South 15°00'00" West, a distance of 172.18 feet to a point for corner; South 33°30'00" West, a distance of 286.52 feet to a point for corner: South 49°00'00" West, a distance of 92.68 feet to a point for corner; North 86°30'00" West, a distance of 86.67 feet to a point for corner:

SYLVIANA GUNAWAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6461 6160 WARREN PKWY., SUITE 210 FRISCO, TEXAS 75034 PH. 972-335-3580



South 32°30'00" West, a distance of 99.40 feet to a point for corner; South 03°00'00" West, a distance of 103.89 feet to a point for corner;

South 46°00'00" East, a distance of 51.34 feet to a point for corner;

North 78°30'00" East, a distance of 112.64 feet to a point for corner South 83°30'00" East, a distance of 109.64 feet to a point for corner; South 20°30'00" East, a distance of 123.94 feet to a point for corner;

South 37°00'00" West, a distance of 84.31 feet to a point for corner; South 75°30'00" West, a distance of 201.74 feet to a point for corner;

South 44°30'00" West, a distance of 137.72 feet to a point for corner; South 86°30'00" West, a distance of 242.05 feet to a point for corner; South 62°30'00" West, a distance of 215.47 feet to a point for corner;

North 89°00'00" West, a distance of 124.44 feet to a point for corner; South 77°30'00" West, a distance of 146.53 feet to a point for corner;

South 33°00'00" West, a distance of 105.98 feet to a point for corner; South 23°30'00" East, a distance of 103.84 feet to the southeast corner of said

deed to VP Windsong Operations LLC, recorded in Instrument No.

155,903 acre tract, being on the northerly line of called Tract 2, described In a

2018-142926, said Official Records; THENCE South 88°59'25" West, departing the westerly line of said Windsong Ranch Phase 7D&7H, along the southerly line of said 155.903 acre tract and the northerly line of said Tract 2, a distance of 713,52 feet to the southerly southwest corner of said 155.903 acre tract, common to an ell corner of said Tract 2, from which, a 1/2

inch iron rod (bent) found for witness bears South 32°24' East, 3.95 feet;

THENCE North 00°13'47" East, along the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, a distance of 40.46 feet to the northernmost southeast corner of aforesaid 17,070 acre tract

THENCE departing the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, and along the easterly line of said 17.070 acre tract, the following

South 41°38'20" West, a distance of 25.71 feet to a point for corner; South 62°22'50" West, a distance of 74.71 feet to a point for corner; South 63°16'30" West, a distance of 46.88 feet to a point for corner; South 60°27'30" West, a distance of 36.25 feet to a point for corner; South 59°53'21" West, a distance of 29.79 feet to a point for corner; South 56°31'23" West, a distance of 28.94 feet to a point for corner; South 53°35'37" West, a distance of 60.89 feet to a point for corner;

South 50°17'02" West, a distance of 31.83 feet to a point for corner;

North 68°40'40" West, a distance of 41.63 feet to a point for corner;

South 46°18'29" West, a distance of 31.30 feet to a point for corner; South 44°23'27" West, a distance of 33.07 feet to a point for corner; South 40°37'06" West, a distance of 32.29 feet to a point for corner; South 78°39'26" West, a distance of 42.01 feet to a point for corner:

South 71°30'22" West, a distance of 47.59 feet to a point for corner: South 39°08'53" West, a distance of 42.46 feet to a point for corner: South 21°42'51" West, a distance of 42.39 feet to a point for corner; South 27°16'51" West, a distance of 36.07 feet to a point for corner;

South 35°37'20" West, a distance of 35.68 feet to a point for corner; South 32°14'30" West, a distance of 37.49 feet to a point for corner; South 25°12'19" West, a distance of 85.30 feet to a point for corner; South 46°44'43" West, a distance of 42.18 feet to a point for corner;

South 71°49'19" West, a distance of 42.89 feet to a point for corner; South 87°47'15" West, a distance of 47.42 feet to a point for corne North 78°43'04" West, a distance of 45.72 feet to a point for corner North 57°26'44" West, a distance of 44.71 feet to a point for corner North 47°21'40" West, a distance of 45.17 feet to a point for corner; North 41°16'31" West, a distance of 44.92 feet to a point for corner;

North 79°16'21" West, a distance of 46.36 feet to a point for corner; South 61°42'18" West, a distance of 42.39 feet to a point for corner; South 00°00'15" East, a distance of 45.45 feet to a point for corner; South 21°42'40" East, a distance of 44.11 feet to a point for corner;

South 33°02'14" East, a distance of 45.17 feet to a point for corner; South 46°40'29" East, a distance of 44.26 feet to a point for corner; South 31°27'40" East, a distance of 38.89 feet to a point for corner; South 13°15'46" West, a distance of 44.03 feet to a point for corner; South 26°26'42" West, a distance of 49.23 feet to a point for corner;

South 24°34'46" West, a distance of 57.69 feet to a point for corner;

South 32°19'05" West, a distance of 44.83 feet to a point for corner; South 45°22'04" West, a distance of 49.31 feet to a point for corner; South 15°04'50" West, a distance of 44.34 feet to a point for corner; South 12°20'13" West, a distance of 47.05 feet to a point for corner; South 51°32'28" East, a distance of 47.72 feet to a point for corner; South 55°22'11" East, a distance of 46.41 feet to a point for corner; South 49°57'31" East, a distance of 45.99 feet to a point for corner; South 55°16'13" East, a distance of 45.45 feet to a point for corner; South 49°03'34" East, a distance of 25.79 feet to a point for corner; South 23°24'33" East, a distance of 45.63 feet to a point for corner; South 10°19'26" West, a distance of 47.19 feet to a point for corner; South 25°15'31" West, a distance of 48.85 feet to a point for corner; South 21°39'38" West, a distance of 44.51 feet to a point for corner; South 28°24'12" West, a distance of 26.50 feet to a point for corner: South 55°15'13" West, a distance of 49.81 feet to a point for corner; South 75°22'27" West, a distance of 44.43 feet to a point for corner; South 69°07'42" West, a distance of 44.61 feet to a point for corner;

South 49°23'46" West, a distance of 41.71 feet to a point for corner; South 06°59'20" East, a distance of 46.31 feet to a point for corner; South 35°52'00" East, a distance of 46.30 feet to a point for corner; South 32°07'08" East, a distance of 49.72 feet to a point for corner; South 14°51'13" East, a distance of 44.18 feet to a point for corner; South 28°25'05" West, a distance of 42.52 feet to a point for corner;

northeast corner of said 189.695 acre tract;

South 67°49'28" West, a distance of 46.70 feet to a point for corner; South 79°32'24" West, a distance of 40.33 feet to a point for corner; South 81°36'49" West, a distance of 49.95 feet to a point for corner; South 78°01'15" West, a distance of 36.49 feet to a point for corner;

corner of said 17.070 acre tract, being on the westerly line of said Tract 2 and the easterly line of aforesaid 189.695 acre tract; **THENCE** North 85°37'47" East, along the westerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 193.33 feet to a 5/8 inch iron

rod with plastic cap stamped "KHA" set for an ell corner of said Tract 2, common to a

South 05°35'28" East, a distance of 47.80 feet to the southernmost southeast

THENCE South 03°33'27" East, continuing along the westerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 516.01 feet to the northerly southeast corner of said 189.695 acre tract, common to the north corner of a called 1.84-acre tract of land described in a certified copy of probate to Walter C. Fain, recorded in Document No. 2004-95008, said Official Records;

THENCE South 40°46'41" West, departing said westerly line, and along the northwesterly line of said 1.84-acre tract, same being the southeasterly line of said 189.695-acre tract, a distance of 552.59 feet to a 1/2 inch iron rod with plastic cap (illegible) found for the southerly southeast corner of said 189.695-acre tract, common to the southwest corner of said 1.84-acre tract, also being on the northerly line of a called 23.507 acre tract of land described as Tract 3 in a deed to Town of

THENCE South 89°21'41" West, along the northerly line of said Tract 3, and the southerly line of said 189.695-acre tract, a distance of 1,002.42 feet to a 1/2 inch iron rod found for the northwest corner of said Tract 3 and the easternmost northeast corner of the Middle School #9 Addition, recorded in Instrument No. 2023-375, said Plat Records:

Prosper, as recorded in Instrument No. 2022-69025, said Official Records;

THENCE South 89°18'00" West, continuing along said southerly line, and along the northerly line of said Middle School #9 Addition, a distance of 363.44 feet to the southwest corner of said 189.695-acre tract, common to an ell corner of said Middle School #9 Addition:

THENCE along the westerly line of said 189 695-acre tract, and the easterly line of said Middle School addition, and a called Tract 1 and a called Tract 2, described in a deed to VEE Prosper Oaks, LLC, recorded in Instrument No. 2022-53773, said Official Records, and the aforesaid 91.001-acre tract, the following courses and

North 00°12'17" Fast, a distance of 978 51 feet to an ell corner of said Tract 2 common to the southernmost northwest corner of said 189.695-acre tract. from which, a 5/8 inch iron rod found for witness bears North 11°17' West, 1.16 feet; North 89°06'26" East, a distance of 471.46 feet to a 4 inch metal post found for an ell corner of said 189.695-acre tract, from which, a 1/2 inch iron rod found for witness bears North 02°24' East, 1.67 feet;

North 00°29'54" West, a distance of 720.64 feet to a 1/2 inch iron rod found for the northeast corner of said Tract 2, common to the southeast corner of said

North 00°32'01" West, a distance of 486.46 feet to a 1/2 inch iron rod found for the northeast corner of said Tract 1, common to the southeast corner of said 91.001-acre tract;

North 00°32'30" West, a distance of 2,726.37 feet to the **POINT OF BEGINNING** and containing 16,266,607 square feet or 373.430 acres of land,

EXHIBIT A-2: BOUNDARY EXHIBIT ZONE-24-0022 373.430 ACRES

L. RUE SURVEY, ABSTRACT NO. 1110; H. RUE SURVEY, ABSTRACT NO. 1111; B. RUE SURVEY, ABSTRACT NO. 1113; P.R. RUE SURVEY, ABSTRACT NO. 1555; C. JACKSON SURVEY, ABSTRACT NO. 1546; F. WILKERSON SURVEY, ABSTRACT NO. 1411; J. MORTON SURVEY, ABSTRACT NO. 793; J. TEETER SURVEY, ABSTRACT 1262 TOWN OF PROSPER, DENTON AND COLLIN COUNTY, TEXAS DATE PREPARED: 05/28/2025

6160 Warren Parkway, Suite 21 Frisco, Texas 75034 FIRM # 10193822 Fax No. (972) 335-3779

Mark & Cathi Carey 15080 Parvin Road Prosper, Texas 75078 Ph: (214)-535-9452

OWNER:

OWNER: Sammie Carey 401 Navajo Trail Gainesville, Texas 76240 Ph: (972)-658-1069

OWNER: Prosper Oaks LP 9111 Cypress Waters Blvd Suite 140 Coppell, Texas 75019 Ph: (937)-219-4987

Contact: Vijay Borra

Frisco, Texas 75034

Contact: Casey Ross, P.E.

Ph: 972.335.3580

Project No. Drawn by GGL/SG 1" = 300' KHA 05/28/2025 068625036 DEVELOPER: Toll Southwest, LLC. 2555 SW Grapevine Parkway Grapevine, TX 76051 Ph: (817) 329-7973 Contact: Mike Boswell **ENGINEER:** Kimley-Horn and Associates, Inc. 6160 Warren Parkway, Suite 210

Sheet No.

1 OF 1

Exhibit B: Statement of Intent ZONE-24-0022 Prosper Oaks

Statement of Intent and Purpose

Toll Brothers is pleased to submit this Statement of Intent and Purpose for the master planned community Prosper Oaks which is generally located east of FM 1385, west of Windsong Ranch, north of Noles Road, and South of Parvin Road / Frontier Parkway.

Prosper Oaks will consist of approximately ± 800 age-qualified and market rate residential lots situated on approximately 373.5 acres. The east portion of the community will consist of typical detached single family residential with community trail, pond, and amenity area amenities. The west portion is currently designed as a gated, age-qualified, detached single family housing for adults aged 55 and over. It will include an amenity center with a design that will focus on seniors, including, but not limited to, indoor meeting spaces, sports courts and medical office uses. The project will include active and passive amenities for the use of the Prosper Oaks and Prosper residents.

The community will be designed in accordance with the zoning and subdivision standards of the Town of Prosper; moreover, the attached Planned Development District will further layout the overall concept for the Prosper Oaks community with its amenities. A development agreement is also contemplated to address offsite infrastructure needs to support the community in accordance with the Town's comprehensive plan.

ZONE-24-0022 EXHIBIT C

DEVELOPMENT REGULATIONS (373.5107 acres; approx. 310.4 Net Acres)

- Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Regulations, the regulations of the Town's Zoning Ordinance (Ordinance No. 05-20), as it exists or may be amended, and the Subdivision Ordinance (Ordinance No. 17-41), as it exists or may be amended, shall apply.
 - o In the event of a conflict between the Town's Zoning Ordinance and this PD Ordinance, this PD Ordinance shall control. In the event of a conflict between these Development Regulations and the Concept Plan, these Development Regulations shall control.

1. **Development Plans**:

- a) Concept Plan: The property shall be developed in general accordance with the attached concept plan, set forth in **Exhibit D** (the "Concept Plan"), except as modified as provided herein. The Concept Plan shall satisfy all requirements under the Zoning Ordinance to submit/approve a conceptual development plan for this PD and no further conceptual development plan, or approvals by the Planning & Zoning Commission or Town Council with respect to a conceptual development plan shall be required.
- b) Open Space and Trail Plan: The property shall be developed in general accordance with the attached Open Space and Trail Plan, set forth in **Exhibit G** (the "Open Space and Trail Plan"), except as modified as provided herein.
- c) Changes of detail or amendments to the Concept Plan, the Open Space and Trail Plan (except changes to any Hike and Bike Trails shown on the Open Space and Trail Plan, which are subject to subsection 1(e) below) or any other exhibits attached hereto may be authorized by the Development Services Director so long as such changes or amendments:
 - i. do not alter the basic relationship of the proposed development to adjacent property;
 - ii. do not alter the uses permitted;
 - iii. do not increase the number of dwelling units above 800 dwelling units;
 - iv. do not increase building height above 40 feet;
 - v. do not increase lot coverage for any residential lot above 45 percent;
 - vi. do not decrease the required off street parking ratio; and
 - vii. do not reduce the minimum yards required pursuant to Section 5 and Section 6 of these Development Regulations (below).
- d) The applicant may appeal the Development Services Director's decision to deny an amendment to the Concept Plan or any other exhibits attached hereto to the Town's Planning & Zoning Commission and may appeal the Planning & Zoning Commission's decision to the Town Council. For any amendments that are not authorized to be approved by the Development Services Director herein or in the Zoning Ordinance (or by the Town's Planning & Zoning Commission in the Zoning

- Ordinance), the applicant may apply for an amendment through the same process as a zoning amendment.
- e) Changes of detail or amendments to any Hike and Bike Trails shown on the Open Space and Trail Plan may be authorized by the Town's Director of Parks & Recreation or his/her designated representative (the "Parks Director") so long as such changes or amendments: do not alter the basic relationship of the proposed development to adjacent property and which do not alter the uses permitted, or reduce the minimum yards required pursuant to Section 5 and Section 6 of these Development Regulations (below).
 - i. The applicant may appeal the Parks Director's decision to deny an amendment to the Open Space and Trail Plan to the Town's Planning & Zoning Commission and may appeal the Planning & Zoning Commission's decision to the Town Council. For any amendments that are not authorized to be approved by the Parks Director herein or in the Zoning Ordinance (or by the Town's Planning & Zoning Commission in the Zoning Ordinance), the applicant may apply for an amendment through the same process as a zoning amendment.

2. Tracts: Defined Terms.

- a) Tracts.
 - i. The property is referred to herein as two separate tracts, the "East Tract", labeled as the "East Tract" on the Concept Plan and the "West Tract", labeled as the "West Tract" on the Concept Plan.
- b) Defined Terms.
 - i. "Amenity Center" means a facility that provides amenities primarily for the use of a private group, association, subdivision or neighborhood. Amenity centers can include without limitation (but are not required to include) pools, playgrounds, fitness centers, and other facilities.
 - ii. "Community Pool" means a swimming pool that is available for use by residents and their guests in the subdivision or neighborhood in which it is located. It may be part of an Amenity Center.
 - iii. "Development Services Director" means the Town's Director of Development Services or his/her designated representative.
 - iv. "Fire Pit Amenity" means a designated outdoor area with a fire pit, provided as a feature for residents or guests to gather around, enjoy warmth from the fire, and socialize.
 - v. "Gazebo" means a freestanding roofed structure usually open on the sides.
 - vi. "Game Lawn" means an outdoor lawn, grass or other outdoor area that may be used for outdoor games such as but not limited to cornhole, bocce ball, croquet, and horseshoes.
 - vii. "Hike and Bike Trail" means a concrete trail ten feet (10') in width (except where approved to be less than ten feet in width as described below) generally shown in yellow and labeled as the "Public Trail" on the Open Space and Trail Plan. The trail may be used for walking, running, hiking, biking and/or similar uses. The trail shall not be required to be greater than 10' in width (and may be less than 10' in width where natural features or

vegetation prevent such width as approved by the Development Services Director). The Development Services Director may approve less than 10' in width for the Hike and Bike Trail where the owner or developer is able to show that natural features or vegetation prevent or impede a ten foot width. The Hike and Bike Trail will be available for access by the public. No part of the Hike and Bike Trail as such term is used herein is required to be within the gated area of the residential community.

- viii. "Net acreage" or "net acres" means gross land area less any:
 - 1. Land located within a floodplain or special flood hazard area as designated by the Federal Emergency Management Agency on its Flood Hazard Boundary Map and Flood Insurance Rate Maps, or the Department of Housing and Urban Development, Federal Insurance Administration, Special Flood Hazard Area Maps.
 - 2. Right-of-way dedicated for major thoroughfares.
 - 3. Required parkland dedication.
 - 4. Detention.
 - 5. Land used for non-residential purposes.

Notwithstanding the foregoing, net acreage or net acres may include the following:

- o Private open space.
- Park dedication in excess of minimum park dedication requirements.
- Detention ponds that contain a constant water level, are landscaped, or otherwise treated as an amenity for the development, as determined by the Development Services Director.
- ix. "Outdoor Grilling Station" means a set of tools and/or equipment for grilling or cooking and preparing food outdoors. It typically will include one or more grills and related counter space.
- x. "Pavilion" means a usually open, covered structure in a garden, open space, or place of recreation that is used for entertainment or shelter.
- xi. "Pocket Park" means a small, outdoor park or open space area.
- xii. "**Pond**" means a small, still, land-based body of water formed by pooling inside a depression, either naturally or artificially.
- xiii. "Putting Green" means a small area of short grass or turf on which people can hit golf balls into a series of holes for entertainment or for practice.
- xiv. "Sports Court" means a court or hardscape area designed for athletic or recreational purposes (e.g., such as a full or half basketball court, tennis

- court, or pickleball court, etc.) surrounded by fencing or on a standalone pad. A half basketball court counts as one sports court.
- xv. "Utility Distribution Facility" means a structure or facility used to deliver utilities from their source to consumers. These facilities can include without limitation pipelines, wires, a lift station and/or other equipment.

3. Uses.

- a) The following uses are permitted by right within the East Tract:
 - 1. Model home:
 - 2. Private Street Development¹;
 - 3. Single-Family Dwelling, Detached;
 - 4. Accessory Building;
 - 5. Homebuilder Marketing Center;
 - 6. Home Occupation;
 - 7. Household Care Facility;
 - 8. House of Worship;
 - 9. Municipal Uses Operated by the Town of Prosper;
 - 10. Park or Playground;
 - 11. Private Recreation Center;
 - 12. School, Public;
 - 13. Antenna and/or Antenna Support Structure, Non-Commercial;
 - 14. Private Utility, Other Than Listed;
 - 15. Wireless Communications and Support Structures less than 15 feet in height;
 - 16. Child Care Center, Home;
 - 17. Golf Course and/or Country Club.
 - ii. Incidental Uses including, but not limited to Amenity Centers, Community Pools, Gazebos, Pavilions, Sports Courts, Putting Greens, and Ponds.
- b) The following uses are permitted by Specific Use Permit (SUP) within the East Tract:
 - i. Child Care Center, Licensed.
 - ii. Wireless Communications and Support Structures 15 feet or greater in height.
 - iii. Utility Distribution Facility.
- c) The following uses are permitted by right within the West Tract:
 - 1. Model home;
 - 2. Accessory Building;
 - 3. Homebuilder Marketing Center;
 - 4. Home Occupation;
 - 5. Household Care Facility;

¹ Use is permitted subject to compliance with conditional development standards or limitations in the corresponding numeric end note in Article 3, Division 1, Permitted Uses and Definitions, Section 3.1.4, Conditional Development Standards of the Zoning Ordinance.

- 6. House of Worship;
- 7. Municipal Uses Operated by the Town of Prosper;
- 8. Park or Playground;
- 9. Private Recreation Center;
- 10. School, Public;
- 11. Antenna and/or Antenna Support Structure, Non-Commercial;
- 12. Private Utility, Other Than Listed;
- 13. Wireless Communications and Support Structures less than 15 feet in height;
- 14. Golf Course and/or Country Club.
- Single Family Dwelling, Detached Active Adult Community. 15. "Active Adult Community" shall mean Single Family Dwelling, Detached that may be marketed and/or designed as a planned community primarily for residents who have retired from an active working life. A residential development that contains the West Tract Required Amenities will be considered a community designed primarily for residents who have retired from an active working life. Homeownership and/or occupancy on all or a portion of the lots within the West Tract may be limited to certain qualified ages, and may include without limitation Single Family Dwelling, Detached age restricted to residents 55 years of age and older. By way of example and not limitation, this use may include an age qualified community that restricts all lots to certain qualified ages, or may restrict a certain percentage of the lots to one or more qualified age(s). Any restrictions limiting the age(s) of any resident(s) (and any exceptions to such limitations) shall be contained within private Covenants, Conditions and Restrictions for the West Tract as this PD Ordinance does not provide any such regulations, just an allowance for an age qualified community to be developed.
- 16. Private Street Development is allowed by right.²
- 17. Incidental Uses including, but not limited to Amenity Centers, Community Pools, Recreation Centers, Gazebos, Pavilions, Sports Courts, Putting Greens, and Ponds.
 - (a) An Amenity Center may include but is not limited to the following uses:
 - (i) Office, business center or co-working space, a café, a kitchen and/or catering kitchen, clubroom, fitness center, conference rooms, locker room or changing room with or without shower facilities, lounge,

DEVELOPMENT REGULATIONS - Page 5

² Private Street Development is allowed by right within the West Tract pursuant to this PD and is excluded from the requirement for a Specific Use Permit in the Zoning Ordinance.

- storage areas, restroom facilities, social gathering areas.
- (ii) Storage of equipment (such as but not limited to physical therapy, medical equipment, and pool equipment).
- (iii) Administrative, Medical, or Professional Office is allowed as an accessory use as part of an Amenity Center in a Single Family Dwelling, Detached Active Adult Community.
- d) The following uses are permitted by Specific Use Permit (SUP) within the West Tract:
 - i. Wireless Communications and Support Structures 15 feet or greater in height.
 - ii. Utility Distribution Facility.

4. **Maximum Overall Density**.

a) Maximum Permitted Density for the entire property (including both the East Tract and the West Tract): 800 dwelling units, which may be a mix of the lot types defined herein. There is no minimum number of dwelling units per acre. Notwithstanding the proposed locations of lots and lot types as shown on the Concept Plan, the developer may change the location of lots and/or lot types and relocate lots/ lot types and such amendments to the Concept Plan will be approved by the Development Services Director so long as: (i) the total number of dwelling units located on the property is not more than 800 dwelling units, and (ii) the Concept Plan otherwise complies with the requirements herein.

5. Development Regulations for the East Tract.

- a) <u>Type A Lots</u>: "Type A Lots" shall be considered any lots within the East Tract with a lot width of 80' or greater. Except as otherwise provided herein, Type A Lots shall comply with the requirements and regulations for the Single Family-12.5 District of the Town's Zoning Ordinance.
- b) <u>Type B Lots</u>: "Type B Lots" shall be considered any lots within the East Tract with a lot width of less than 80'. Except as otherwise provided herein, Type B Lots shall comply with the requirements and regulations for the Single Family-10 District of the Town's Zoning Ordinance, subject to the following changes:
 - i. Minimum Lot Width: 75 feet.
- c) At least 100 lots within the East Tract will be Type A Lots. The maximum number of dwelling units within the East Tract is 275.
- d) Please see <u>Table 1</u> below for a summary of the development standards for the East Tract. In the event of a conflict between Table 1 and the text in Section 5(a)-(c) above, the text in Section 5(a)-(c) above shall control.

Table 1

	SF-12.5 Base District	Type A Lots	SF-10 Base District	Type B Lots
Min. or Max. # of lot type (if applicable)	n/a	At least 100 within the East Tract	n/a	n/a
Minimum Front Yard	30 feet	30 feet	25 feet	25 feet
Minimum Side Yard	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.	Eight feet; 15 feet on corner adjacent to side street.
Minimum Rear Yard	25 feet	25 feet	25 feet	25 feet
Minimum Lot Area	12,500 square feet	12,500 square feet	10,000 square feet	10,000 square feet
Minimum Lot Width	80 feet	80 feet	80 feet	75 feet
Minimum Lot Depth	135 feet	135 feet	125 feet	125 feet
Minimum Dwelling Area	1,800 square feet	1,800 square feet	1,800 square feet	1,800 square feet
Minimum Enclosed Parking (Garage) Area	400 square feet	400 square feet	400 square feet	400 square feet
Maximum Height	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.	Two and a half stories, no greater than 40 feet.
Maximum Lot Coverage	45 percent	45 percent	45 percent	45 percent

6. **Development Regulations for the West Tract**

- a) Except as otherwise provided herein, Type C Lots, Type D Lots and Type E Lots (as defined herein) shall comply with the requirements and regulations for the Single Family-10 District of the Town's Zoning Ordinance.
- b) <u>Type C Lots</u>: "Type C Lots" shall be considered any lots within the West Tract with a lot width of 75 feet or greater. Type C Lots shall be developed to the standards in <u>Table 2</u> for Type C Lots.

- c) <u>Type D Lots</u>: "Type D Lots" shall be considered any lots within the West Tract with a lot width of at least 65 feet, but less than 75 feet. Type D Lots shall be developed to the standards in <u>Table 2</u> for Type D Lots.
- d) <u>Type E Lots</u>: "Type E Lots" shall be considered any lots within the West Tract with a lot width of at least 55 feet, but less than 65 feet. Type E Lots shall be developed to the standards in <u>Table 2</u> for Type E Lots.

Table 2

	SF-10 Base	Type C Lots	Type D Lots	Type E Lots
	District	• •	• •	• •
Min. or Max. # of	n/a	At least 100	n/a	A maximum of
lot type (if		within the West		225 within the
applicable)		Tract		West Tract
Minimum Front	25 feet	25 feet	25 feet	25 feet
Yard				
Minimum Side	Eight feet; 15 feet			
Yard	on corner adjacent	on corner adjacent	on corner adjacent	on corner adjacent
	to side street.	to side street.	to side street.	to side street.
Minimum Rear	25 feet	25 feet	25 feet	25 feet
Yard				
Minimum Lot	10,000 square feet	10,000 square feet	8,800 square feet	7,500 square feet
Area				
Minimum Lot	80 feet	75 feet	65 feet	55 feet
Width				
Minimum Lot	125 feet	125 feet	125 feet	125 feet
Depth				
Minimum	1,800 square feet	2,000 square feet	1,800 square feet	1,550 square feet
Dwelling Area				
Minimum	400 square feet	400 square feet	400 square feet	400 square feet
Enclosed Parking				
(Garage) Area				
Maximum	Two and a half			
Height	stories, no greater	stories, no greater	stories, no greater	stories, no greater
	than 40 feet.	than 40 feet.	than 40 feet.	than 40 feet.
Maximum Lot	45 percent	45 percent	45 percent	45 percent
Coverage				

- e) No more than 225 lots within the West Tract may be Type E Lots. At least 100 of the lots within the West Tract are required to be Type C Lots. The maximum number of dwelling units within the West Tract is 525.
- f) Article 4, Division 9, Section 4.9.3.F. of the Zoning Ordinance regarding staggered front yard setbacks does not apply. No staggered front yard setback is required; however, lot types (i.e., Type C, Type D and Type E) will be inter-mixed on each street on a block, so that each street has at least two lot types. Inter-mixing of lot types will result in a staggering of different home product types rather than

staggering the setbacks to create visual interest on a street or block. Lot types will be mixed so that one side of a street is not identical (e.g., does not mirror) the opposite side of the street. For example, if one side of the street consists of ten (10) Type C Lots and ten (10) Type D Lots, then the opposite side of the street must have either a different number of Type C and Type D Lots or should include Type E Lots so that one side of the street does not exactly match the opposite side of the street. By way of clarification, the requirement to inter-mix lot types on a block or street does not prevent two of the same lot type being adjacent to each other on a street; rather the requirement is that more than one lot type will be provided on a block or street. Examples of how lot types may be inter-mixed is shown on **Exhibit D** and **Exhibit E** attached. Streets/ blocks are not required to conform exactly to **Exhibit D** and/or **Exhibit E**; rather, **Exhibit D** and **Exhibit E** are meant to show a graphic depiction of how lot types may be inter-mixed along a street or block.

- g) A Single Family Dwelling, Detached Active Adult Community may be gated and separated from the surrounding communities along the perimeter subject to Section 7(d) herein, Screening and Fencing.
- h) Internal to a Single Family Dwelling, Detached Active Adult Community there shall be connectivity throughout with access points to surrounding neighborhoods or trails.
- i) Private Street Development.
 - i. The proposed streets shall be privately owned, maintained, and regulated by the applicable homeowners' association. Storm drainage for private streets shall also be maintained by the applicable homeowners' association.
 - ii. The property owner or developer will dedicate water and sewer easements to the Town within or adjacent to the streets in order for the development to be connected to the Town water and sewer systems.
 - iii. Otherwise, private streets shall be constructed in accordance with the requirements for private streets and gated subdivisions contained in Section 10.03.134 of Chapter 10, Article 3, Division 6 of the Code of Ordinances, Town of Prosper, Texas.

7. General Development Regulations

- a) Architectural Regulations:
 - i. Dwelling units shall be in general conformance with one of the home styles shown in the renderings included with **Exhibit F**, with regard to design. Materials shall be governed by subsection (a)(ii) below. The property owner or developer shall submit building elevations with the application for a building permit. The Town will approve the building elevations if they substantially conform to the requirements of this subsection (a)(i) and subsection (a)(ii) below. The architectural styles depicted on **Exhibit F** are an example of the different styles that homes must be in general conformance with (e.g., each separate home will be in general conformance with one of the styles shown). Building elevations are not required to exactly match or be the same color palette as what is shown on **Exhibit F** so long as they are in general conformance with one of the styles on **Exhibit F**. The applicant may submit alternate/different elevations that do not

comply with the requirements of this subsection (a) (e.g., are a different style/design than **Exhibit F** or deviate from subsection (a)(ii)) and such alternate elevations may be approved by the Development Services Director, except that any elevations that differ by more than ten percent (10%) from the percentages required pursuant to subsection (a)(ii) herein will require review by the Planning & Zoning Commission and approval by the Town Council.

- ii. The exterior facades of a main building or structure, excluding windows, doors and area above the roof line shall comply with the following requirements:
 - 1. The exterior facades shall be constructed of 100 percent (100%) masonry, unless otherwise specified herein.
 - 2. Cementitious fiber board is considered masonry, but may only constitute:
 - (a) For the front façade of any home: Up to fifty percent (50%) of stories other than the first story on the front façade of a residential home³, except for the modern farmhouse and craftsman styles as noted below. Cementitious fiber board may be used as a façade cladding material for portions of upper stories on the front façade of a home that are in the same vertical plane as the first story so long as the home generally complies with one of the architectural styles included with **Exhibit F**; and
 - (b) For the side and rear facades of any home: Up to twenty percent (20%) of all stories on the side and rear facades of a residential home (e.g., eaves, soffits, and rear gables above the first floor).
 - 3. Unless an alternate material is approved by the Development Services Director, any portion of an upper story, excluding windows, architectural features or area above the roof line, that faces Parvin Road or Frontier Parkway shall be 100 percent (100%) masonry and shall not be comprised of cementitious fiber board except for eaves, soffits, and rear gables (which may be comprised of cementitious fiber board).
 - 4. Unless an alternate material is approved by the Development Services Director, any portion of an upper story, excluding windows, architectural features or area above the roof line, that faces and fronts on public or private open space, public or private parks, or the Hike and Bike Trail, shall be 100 percent masonry

³ For clarification, up to 100 percent (100%) of the first story on the front façade of any residential home may be cementitious fiberboard.

- and may be comprised of cementitious fiber board subject to the limitations in Section 7(a)(ii)(2) above.
- 5. Unless an alternate material is approved by the Development Services Director, the exterior cladding of chimneys shall be brick, natural or manufactured stone, or three coat stucco.
- 6. Notwithstanding any limitation above, for modern farmhouse and craftsman style homes, cementitious fiber board is considered masonry, and may constitute up to eighty percent (80%) of stories other than the first story on the front façade of a residential home. The modern farmhouse and craftsman style homes are shown in the renderings included with **Exhibit F**.
- 7. Notwithstanding any limitation above, cementitious fiber board may be used for architectural features, including window box-outs, gables, bay windows, roof dormers, garage door headers, columns, exposed sidewalls/gable ends above lower roofs, exposed rafter tails, or other architectural features approved by the Development Services Director.
- 8. Masonry Construction means clay fired brick, natural and manufactured stone, granite, marble, three-coat stucco, and cementitious fiber board (subject to the limitations in this section) as exterior construction materials for all residential structures. Three-coat stucco means stucco applied using a three-step process over diamond metal lath mesh to a minimum of seven-eighths of an inch thickness or by other process producing comparable cement stucco finish with equal or greater strength and durability specifications.
- iii. An applicant may appeal any denial by the Development Services Director to a request for approval of an alternate material (as noted above) to the Town's Planning & Zoning Commission and may appeal the Planning & Zoning Commission's decision to the Town Council.
- iv. The primary massing of the roof on the main residential building shall have a minimum slope of 6:12. Accessory roof structures (including, but not limited to garages) and architectural features shall have a minimum slope of 1.25:12.
- v. Roof material shall be standing seam copper, standing seam metal, natural slate shingles, imitation slate shingles, cementitious tile, or composition 30-year laminated shingles or other approved roof materials. "Other approved roof materials" mean roof materials other than listed herein that are approved by the Development Services Director.
- vi. The requirements in this section shall apply in lieu of any exterior construction, building materials or design requirements in the Town's Zoning Ordinance and shall be the exclusive exterior construction, building

materials, and design requirements that apply to the development of the property.

- b) All homes shall have a covered porch, stoop, or portico at the main front entry into the home.
- c) Driveway Pavement Enhancements:
 - i. All driveways for single-family homes will be broom finished concrete; salt finish concrete; stained-patterned concrete; or brick, stone or inter-locking pavers.
- d) Screening and fencing.
 - i. Screening and fencing may be provided generally as shown on the Open Space and Trail Plan.
 - ii. The area labeled as "Minimum 50% Open Fencing" along portions of Parvin Road and Frontier Parkway on the Open Space and Trail Plan (the "Perimeter Fence") will be constructed with at least fifty (50%) ornamental metal or tubular steel, with masonry columns and will be a minimum height of six feet and a maximum height of eight feet (except for columns which may be up to nine feet). The Perimeter Fence may include masonry materials so long as less than 50% of the total fence is masonry. The following requirements apply for the Perimeter Fence:
 - 1. Masonry columns shall be spaced between 75 feet and 100 feet.
 - 2. The maximum height of the masonry columns, including capstones, shall be nine feet.
 - 3. The minimum height of required walls and fences shall be measured from the nearest alley edge, the property line (where no alley exists) or sidewalk grade, whichever is higher, and shall be constructed in accordance with town design standards.
 - 4. The ornamental metal fence shall be constructed of solid-stock materials and tubular steel with a minimum of 16 gauge pickets and 11 gauge posts.
- e) Trees on Corner Lots.
 - A minimum of one tree from the large tree list in Section 4.2.7 of the Zoning Ordinance shall be planted in the side yard area adjacent to the street on a corner lot. When more than two trees are required per lot, the corner lot, side yard tree may count toward the requirement. Street trees (trees located in the parkway area between the curb and the sidewalk) adjacent to the side yard of a corner lot may count toward the requirement.

8. Open Space and Amenities

a) East Tract Open Space: Open space shall be provided generally in the areas shown as "open space" on the Open Space and Trail Plan. The open space within the East Tract is not required to conform exactly to the boundaries as shown on the Open Space and Trail Plan, so long as at least 30 acres of open space is provided within

- the East Tract (such minimum open space acreage refers to open space within the aggregate, including all phases and all open space areas within the East Tract the open space is not required to be contiguous).
- b) West Tract Open Space: Open space shall be provided generally in the areas shown as "open space" on the Open Space and Trail Plan. The open space within the West Tract is not required to conform exactly to the boundaries as shown on the Open Space and Trail Plan, so long as at least 20 acres of open space is provided within the West Tract (such minimum open space acreage refers to open space within the aggregate, including all phases and all open space areas within the West Tract the open space is not required to be contiguous).
- c) Detention and retention may be provided in open space areas.
- d) Open space areas may include area within the floodplain or special flood hazard area.
- e) In order for an open space area to be counted towards the minimum 30 acre requirement for the East Tract (referenced above) and the minimum 20 acre requirement for the West Tract (referenced above), a given open space area must be (1) at least 10,000 square feet in size; and (2) have a minimum width of at least 40 feet.
- f) The following amenities are required to be installed within the East Tract and may be installed in open space areas or common areas ("East Tract Required Amenities"):
 - i. A resident amenity area that includes a swimming pool, shade structure(s) totaling a minimum of 300 square feet, seating areas or a pool deck, and restroom facilities (the "East Amenity Area").
 - ii. At least one pocket park with a playground having a minimum of 40' x 29' use zone.
 - iii. At least three (3) of the following:
 - 1. Sports court;
 - 2. Fishing pier;
 - 3. Event lawn;
 - 4. Game lawn:
 - 5. Fire Pit Amenity;
 - 6. Outdoor Grilling Station;
 - 7. Putting Green; or
 - Pavilion.
- g) The following amenities are required to be installed within the West Tract and may be installed in open space areas or common areas ("West Tract Required Amenities", and together with the East Tract Required Amenities, the "Required Amenities"):
 - i. An Amenity Center or clubhouse including at a minimum a resident lounge area or social area, fitness center, and restrooms (the "West Amenity Center").
 - ii. A swimming pool with shade structure(s) totaling a minimum of 300 square feet and seating areas or a pool deck.
 - iii. At least three (3) of the following amenities:
 - 1. Pavilion with Outdoor Grilling Station;

- 2. Bocce ball court;
- 3. Sports Court;
- 4. Shuffleboard court or table;
- 5. Fire Pit Amenity;
- 6. Putting Green;
- 7. Outdoor spa;
- 8. Game Lawn; or
- 9. Event Lawn.
- h) The location of the Required Amenities may change during the final design process. Additional amenities may be provided in addition to the Required Amenities.
- The Required Amenities may be completed in phases (corresponding with the respective phases of development as determined by the developer). The East Amenity Area shall be complete prior to issuance of a certificate of occupancy for the 138th single-family home within the East Tract. The West Amenity Center shall be complete prior to issuance of a certificate of occupancy for the 263rd single-family home within the West Tract. The remaining Required Amenities shall be completed prior to the issuance of the last certificate of occupancy in the phase in which the respective amenity is located within. Completion of the Required Amenities, or any one of them shall not be a condition to issuance of building permits or approval of plats or construction plans.
- j) The open space, amenities and trails requirements in this section and Section 9 below shall be the exclusive open space, amenities and trails requirements that apply to the development of the property.

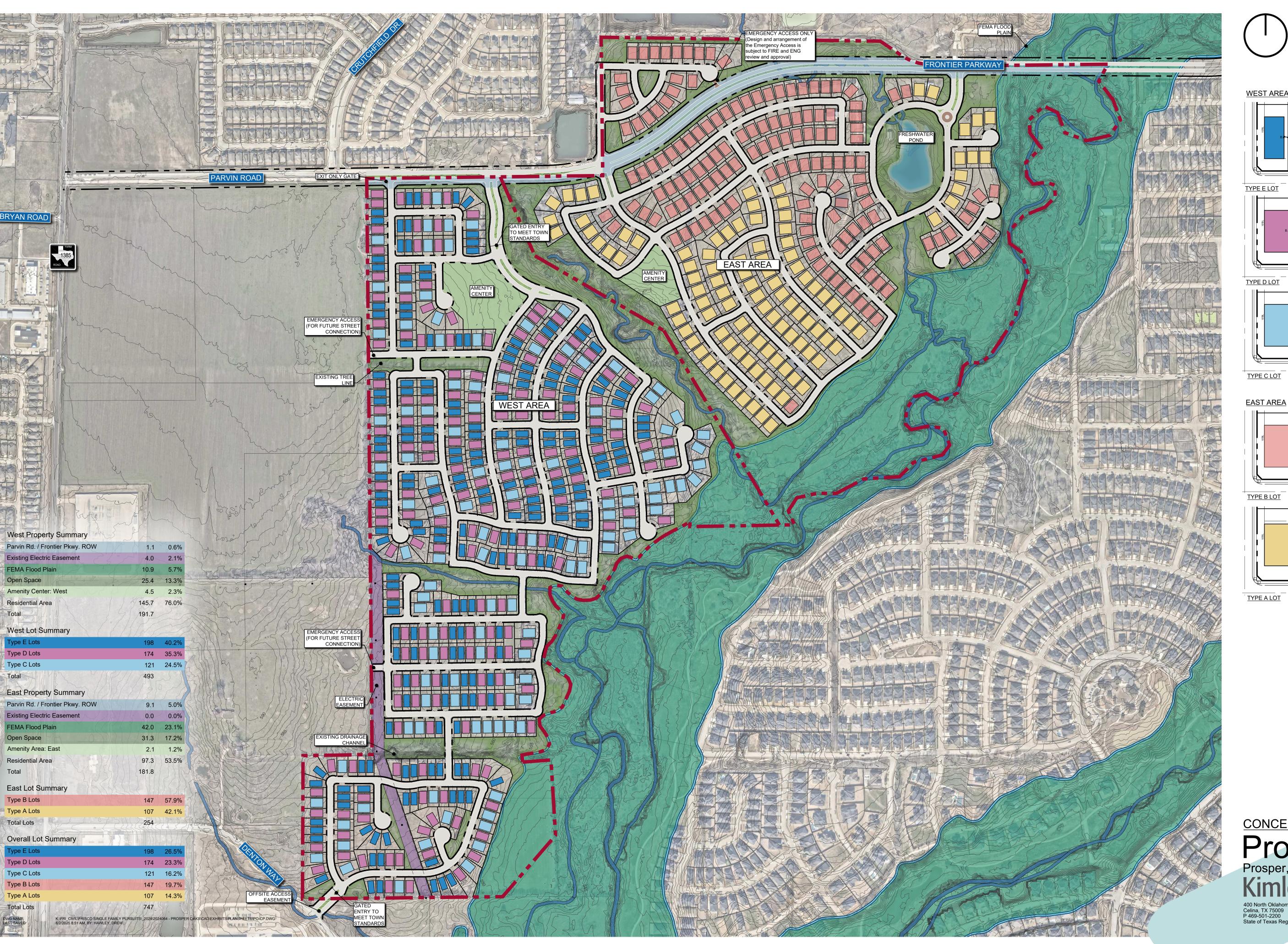
9. Trails and Sidewalks

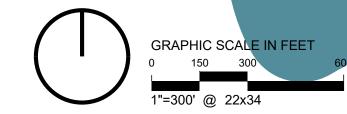
- A Hike and Bike Trail shall be provided generally as shown in yellow and labeled as the "Public Trail" on the Open Space and Trail Plan. By way of clarification, the Hike and Bike Trail referenced herein does not include any of the trails shown as "Public Trail Installed by Others" on the Open Space and Trail Plan. The Hike and Bike Trail shall be located within a twentyfoot (20') public trail easement or pedestrian access easement and may overlap with other Town easements as approved by the Town's Engineering Department. A dog waste station, bench, and trash receptacle will be provided at least every 500 feet along the Hike and Bike Trail. The Hike and Bike Trail is not strictly bound to the locations shown on the Open Space and Trail Plan and may be modified with the final design so long as the trail complies with the requirements herein. The Hike and Bike Trail may be completed in phases and is required to be completed (and a public easement for such portion(s) of the trail dedicated) prior to the issuance of the last certificate of occupancy in the phase in which the respective portion(s) of the Hike and Bike Trail are located within or adjacent to. The developer or property owner may designate the phases of the development.
- ii. Private trails are not required to be within a dedicated easement and may overlap with other Town easements.

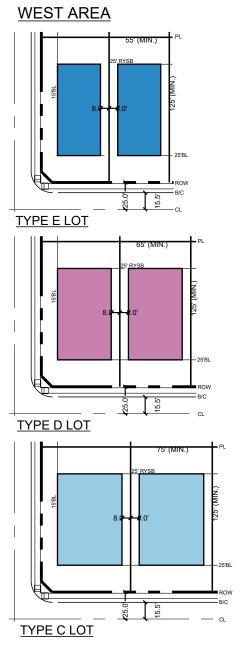
iii. Except as provided herein, sidewalks shall be a minimum of five feet (5') in width. Sidewalks along Parvin Road and Frontier Parkway shall be a minimum of six feet (6') in width.

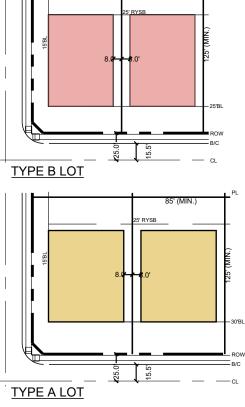
10. **Miscellaneous**

- a) Building permits for model homes may be issued prior to the final acceptance of the proposed subdivision (or any portion thereof) or any public infrastructure for the subdivision, subject to the Town's Early Model Home Permit Policy; provided that two homes per lot type (i.e., two each of Lot Type A, Lot Type B, Lot Type C, Lot Type D and Lot Type E) may be permitted for model home purposes and such permits shall not be limited to two homes per builder.
- b) Permits and a certificate of occupancy for a Sales Trailer may be issued prior to final acceptance of the proposed subdivision (or any portion thereof) or any public infrastructure for the subdivision; provided that all streets adjacent to the Sales Trailer have been completed and the water system and fire hydrants related thereto have been completed and are functional. "Sales Trailer" means a mobile structure used to accommodate temporary offices for the purposes of meeting with the general public during construction projects.
- c) Plans for design and construction of any amenities, including without limitation any of the Required Amenities may be submitted and reviewed/approved by the Town while public infrastructure for the subdivision is being constructed (i.e., such plans may be submitted and approved prior to acceptance of public infrastructure or recording of a final plat). If such plans are submitted, once submitted, the City will review and approve such plans within 45 days of submittal. Once any amenity plans are approved and sufficient roads and water facilities have been provided within the subdivision to provide fire access and fire fighting capability to the area where the applicable amenity or amenities will be constructed, the Town will issue a permit that will allow the applicant to begin construction of any such amenities (i.e., construction of such amenities may begin prior to acceptance of all public infrastructure for the subdivision or recording of a final plat).









CONCEPT PLAN

Prosper Oaks Prosper, Texas Kimley >>> Horn

400 North Oklahoma Drive, Suite 105
Celina, TX 75009
P 469-501-2200
State of Texas Registration No. F-928
June 2025



NOTE:

1. FOOTPRINTS ARE CONCEPTUAL AND MAY BE REVISED BEFORE PERMITS ARE APPLIED FOR.

DEVELOPMENT REGULATIONS – Page 23

132

Exhibit E: Development Schedule ZONE-24-0022 Prosper Oaks

Development Schedule

It is anticipated the development of Prosper Oaks will begin within one to two years after approval and signing of this Planned Development zoning ordinance. Immediately following the zoning process, a preliminary plat and development agreement shall be prepared and submitted for Town review and approval. Overall, the development schedule for the approximate 373.5 acres will be phased over the next five to eight years and is primarily dependent on the marketability of the market rate and age qualified products.

The development schedule is subject to change due to various factors beyond the control of the developer, such as housing market conditions, construction materials and labor availability, acts of nature, and other similar conditions.



TUDOR



TRANSITIONAL



HIGH PLAINS



MODERN FARMHOUSE

Exhibit F - Architectural Styles and Elevations (ZONE-24-0022)



CLASSIC



CHATEAU



MEDITERRANEAN



HILL COUNTRY

Exhibit F - Architectural Styles and Elevations (ZONE-24-0022)



SPANISH



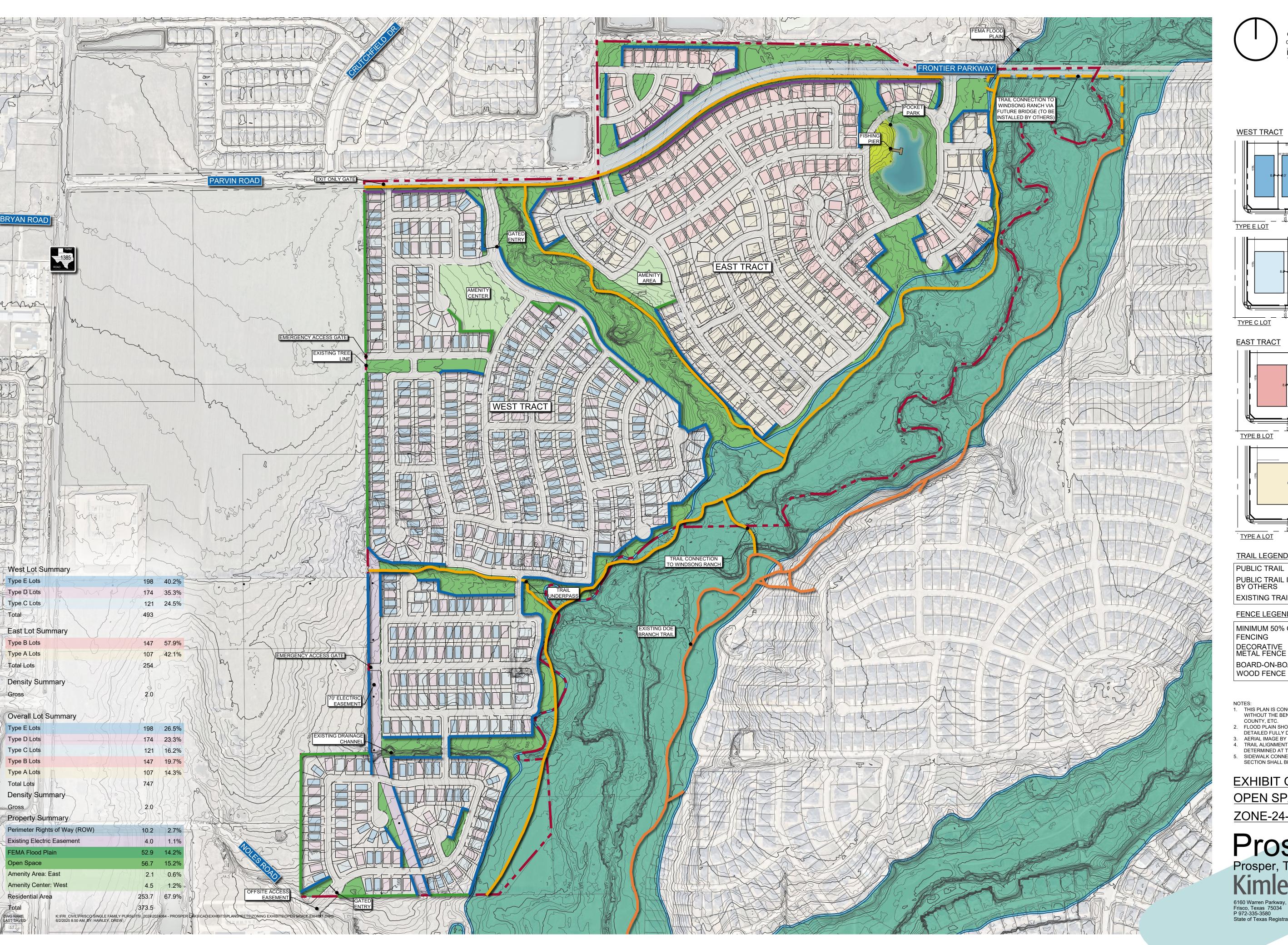


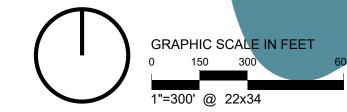
MISSION

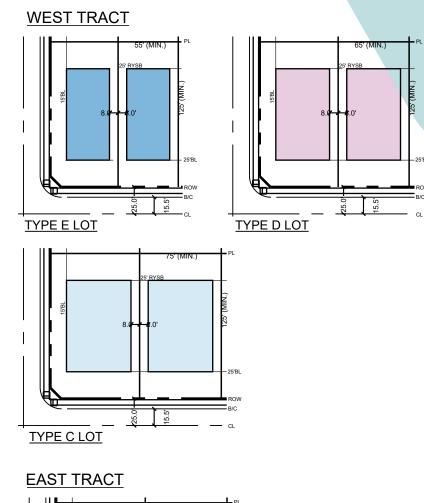


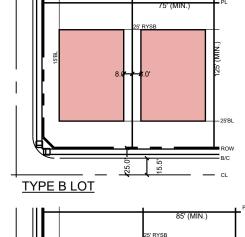
TRADITIONAL CRAFTSMAN

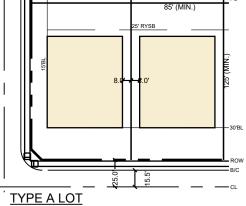
Exhibit F - Architectural Styles and Elevations (ZONE-24-0022)











TRAIL LEGEND PUBLIC TRAIL PUBLIC TRAIL INSTALLED BY OTHERS **EXISTING TRAIL**

FENCE LEGEND

MINIMUM 50% OPEN FENCING DECORATIVE METAL FENCE BOARD-ON-BOARD

- NOTES:

 1. THIS PLAN IS CONCEPTUAL IN NATURE AND MAY HAVE BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY,
- COUNTY, ETC. FLOOD PLAIN SHOWN IS SUBJECT TO CHANGE BASED ON A MORE
- DETAILED FULLY DEVELOPED FLOOD STUDY ANALYSIS. AERIAL IMAGE BY NEARMAP, COPYRIGHT 2025.
- TRAIL ALIGNMENTS ARE CONCEPTUAL. FINAL ALIGNMENTS TO BE DETERMINED AT TIME OF FINAL CONSTRUCTION PLANS.
 SIDEWALK CONNECTIONS TO THE TRAIL WITHIN THE AGE QUALIFIED SECTION SHALL BE GATED.

EXHIBIT G: LANDSCAPE, OPEN SPACE & TRAIL PLAN

ZONE-24-0022

Prosper Oaks Prosper, Texas Kimley >>> Horn

6160 Warren Parkway, Suite 210 Frisco, Texas 75034 P 972-335-3580 State of Texas Registration No. F-928

June 2025

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), Prosper Oaks LP, a Texas limited partnership ("Owner A"), Mark Carey and Cathi Carey ("Owner B") and Sammie J. Carey ("Owner C") to be effective on the latest date executed by a Party (the "Effective Date"). Owner A, Owner B and Owner C are each referred to herein as an "Owner" and collectively as the "Owners"). Each Owner and the Town are referred to herein individually as a "Party" and collectively as the "Parties".

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

WHEREAS, Owner A owns certain real property more particularly described and depicted on **Exhibit A-1** attached hereto and incorporated herein by reference for all purposes; and

WHEREAS, Owner B owns certain real property more particularly described and depicted on **Exhibit A-2** attached hereto and incorporated herein by reference for all purposes; and

WHEREAS, Owner C owns certain real property more particularly described and depicted on **Exhibit A-3** attached hereto and incorporated herein by reference for all purposes; and

WHEREAS, the entirety of the property subject to this Agreement is more particularly described and depicted on **Exhibit A** attached hereto and incorporated herein by reference for all purposes (the "Property"); and

WHEREAS, the Owners are planning to develop or cause the development of one or more projects on the Property, more commonly known as the Prosper Oaks development, which development has previously been approved by the Town or will be approved by the Town substantially concurrent with this Agreement; and

WHEREAS, the Property	was rezoned by the Town Council as	PD pursuant
to Ordinance No.	approved by the Town Council on	, 2025
(as amended, the "PD Ordinand	e"); and	

WHEREAS, certain requirements of applicable law enumerated in Chapter 3000 of the Texas Government Code ("Chapter 3000") call into question the applicability of certain provisions of the PD Ordinance with respect to building materials and aesthetic methods; and

WHEREAS, the Parties desire to clarify the applicability of certain terms of the PD Ordinance in order for there to be assurance in the development requirements for the

Property, incorporate agreed upon development standards for building materials and aesthetic methods for residential development of the Property, and recognize Owners' reasonable investment-backed expectations in the development of the Property, as more fully described herein.

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

1. <u>Development Standards</u>.

- A. Notwithstanding Chapter 3000, the Parties may agree to building materials requirements for the Property pursuant to this Agreement. Therefore, the Parties agree that any residential structure built on the Property following the Effective Date will comply with the requirements contained in **Exhibit B**, "Building Materials and Architectural Regulations," attached hereto and incorporated herein, notwithstanding any conflicting provision of Chapter 3000. The Parties agree and acknowledge that the provisions of this Paragraph 1.A. shall apply to any residential structure constructed subsequent to the Effective Date. The requirements in **Exhibit B** are the only building materials and aesthetic methods required by the Town for development of the Property. No other building materials, aesthetic methods or architectural requirements shall apply for the development of the Property.
- B. The Town agrees and confirms that the Property is not a place or area designated by the Town for its historical, cultural, or architectural importance and significance as set forth in Section 3000.002(d) of the Texas Government Code.
- C. The Town confirms that Chapter 4, Section 9.8 (Exterior construction of residential buildings) and Chapter 4, Section 9.14 (Alternating single family plan elevations) of the Zoning Ordinance of the Town of Prosper, as amended, does not apply to development of the Property pursuant to Chapter 3000.
- **2.** <u>Weed-Free Landscape Areas</u>. Each Owner agrees to maintain its respective portion of the Property, or establish one or more homeowners association(s) to maintain, all common areas of the Property, excluding floodplain areas, free of weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter, as defined in Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended. Failure to comply with the terms of this Paragraph relative to weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter may result in the Town taking action pursuant to and in accordance with the Town's Code of Ordinances and applicable law.
- **3.** Covenant Running with the Land. The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the

benefit of the Owners and their heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other owners of the Property, regardless of whether this Agreement is expressly referenced therein.

- **4.** <u>Applicability of Town Ordinances</u>. The Property shall otherwise be developed and all structures shall otherwise be constructed in accordance with all applicable Town ordinances and building/construction codes.
- 5. Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If a Party is in default under this Agreement, a non-defaulting Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages.
- **6.** <u>Venue</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Collin County, Texas.
- 7. **Notice**. Any notices required or permitted to be given hereunder (each, a "Notice"), shall be given in writing and may be served (i) by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; (ii) by electronic mail; (iii) by delivering the same in person to such party via hand-delivery service that provides a return receipt showing the actual date of delivery of the same to the addressee; or (iv) any overnight courier service such as FedEx that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance with (ii) herewith shall be effective upon receipt at the address of the addressee if received by 5:00 pm CT, otherwise notice shall be effective on the next business day. Notice given in accordance with (iii) and (iv) herewith shall be effective upon receipt at the address of the addressee. Notice given in accordance with (i) herewith shall be effective within three (3) business days of deposit. For purposes of this Agreement, "business day" shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Texas. All other references to "days" under this Agreement shall mean calendar days.

For purposes of notification, the addresses of the Parties shall be as follows:

If to the Town: The Town of Prosper

250 W. First Street

P.O. Box 307 Prosper, Texas 75078

Attention: Mario Canizares, Town Manager

Email: mcanizares@prospertx.gov

If to Owner A: Prosper Oaks LP

826 Mango Court

Coppell, TX 75019-4764

Attn: Vijay Borra

Email: vijay@dfwland.com

If to Owner B: Mark and Cathi Carey

PO Box 433

Prosper, TX 75078-0433

Email: mccarey2020@gmail.com

If to Owner C: Sammie Carey

401 Navajo Trail

Gainesville, TX 76240-9425 Email: mccarey2020@gmail.com

Any party may change its address by written notice in accordance with this section.

- **8.** <u>Prevailing Party</u>. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).
- **9.** Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to development of the Property and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.
- **10.** <u>Savings/Severability</u>. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- **11. <u>Binding Agreement</u>**. A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each Party to the terms herein, including without limitation a scanned copy sent via electronic mail by either Party.

- 12. <u>Authority to Execute</u>. This Agreement shall become a binding obligation on the Parties upon execution by all Parties hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Each Owner warrants and represents that the individual(s) executing this Agreement on behalf of such Owner, as applicable, has full authority to execute this Agreement and bind such Owner to the same. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.
- **13.** Filing in Deed Records. This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Collin County, Texas.
- **14.** <u>Mediation</u>. The Parties shall attempt in good faith to resolve any disagreement or conflict concerning this Agreement, including but not limited to any disagreement or conflict concerning the interpretation of this Agreement. Any Party may initiate negotiations to resolve such a disagreement or conflict by providing written Notice to the other Parties (the "Initial Notice"), setting forth the subject of the conflict and the proposed solution. In the event such disagreement cannot be resolved by the Parties hereto within sixty (60) days of the receiving Party's or Parties' receipt of the Initial Notice, the Parties agree to submit such disagreement to nonbinding mediation before a single mediator mutually agreed upon by the Parties who has had at least ten (10) years' relevant experience in the commercial real estate industry. If within fifteen (15) days after the date of mediation, the Parties have not reached agreement on resolution of the conflict or disagreement, then any Party may (but shall not be obligated to) commence an action in accordance with the requirements of Section 6 herein.
- 15. Assignment. Each Owner has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of such Owner under this Agreement, to (i) any person or entity that is or will become an owner of all or any portion of the Property; (ii) a homeowners association or property owners association for all or a portion of the Property; or (iii) any entity that is controlled by or under common control with any Owner (each such person or entity, an "Assignee"). Each assignment shall be in writing executed by one or more Owner(s), as applicable, and the Assignee(s) and shall obligate the Assignee(s) to be bound by this Agreement to the extent of any rights so assigned. A copy of each assignment shall be provided to the Town. Provided that an Assignee assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property (or portion thereof) that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by an Owner shall release such Owner from any liability that resulted from an act or omission by such Owner that occurred prior to the effective date of the assignment. Each Owner shall maintain true and correct copies of all such assignments by such Owner, including a copy of each executed assignment and the Assignee's Notice information.

- 16. Sovereign Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the Town irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability), if any, to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the Town may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement. Except as provided herein, the Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.
- 17. Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; strike; inclement weather; shortages or unavailability of labor, supplies, or materials; incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or other causes affecting the area in which the Property is located; utility failures or delays; or other circumstances that are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance requirement and any applicable completion deadline shall be extended for a period of time equal to the period such Party was delayed.
- **18. Estoppel.** Any Party shall, at any time upon reasonable request by any other Party, provide an estoppel certificate or similar document evidencing that this Agreement is in full force and effect, that no event of default exists hereunder (or, if appropriate, specifying the nature and duration of any existing default and the steps required to cure the same), and/or any other improvements or obligations set forth in this Agreement.
- 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.** <u>Consideration</u>. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- **21.** <u>Counterparts</u>. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.
- **22.** <u>Amendment</u>. This Agreement shall not be modified or amended except in writing signed by all Parties.
- **23.** <u>Miscellaneous Drafting Provisions</u>. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.
- **24. No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.
- **25.** Condition Precedent to Agreement. The Parties enter into this Agreement expressly conditioned in reliance upon the Town's consideration and approval of a rezoning for the Property per the PD Ordinance consistent with this Agreement, **Exhibit B** and the zoning application previously submitted to the Town which rezoning and approval of the PD Ordinance shall occur in accordance with all requirements of applicable law prior to September 1, 2025 or this Agreement shall be null and void.

[Remainder of page intentionally left blank. Signature pages follow.]

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

	TOWN:
	THE TOWN OF PROSPER, TEXAS
	By: Name: Mario Canizares Title: Town Manager, Town of Prosper
	Date:
STATE OF TEXAS § S COUNTY OF COLLIN §	
COUNTY OF COLLIN §	
	vledged before me on the day of Childers, Town Manager of the Town of Prosper, r, Texas.
	Notary Public, State of Texas My Commission Expires:

OW	NE	R	A:
----	----	---	----

	-	oer Oaks LP, as limited partnership
	Ву:	Prosper Oaks GP LLC, a Texas limited liability company, its General Partner
		By: Vijay K. Borra, Manager
		Date:
STATE OF TEXAS § SOUNTY OF §		
, 2025 by Vija	ay K. Bor Seneral P	before me on this the day of rra, the Manager of Prosper Oaks GP LLC Partner of Prosper Oaks LP, a Texas limited
Given under my hand and seal	of office t	this, day of, 2025.
		y public in and for the State of Texas

	OWNER B:
	Mark Carey,
	an individual
	Ву:
	Name: Mark Carey
STATE OF TEXAS	§
	§
COUNTY OF	§
This instrument was acknowl Mark Carey, an individual for the pexpressed.	ledged before me on, 2025, by ourposes therein stated and in the capacity therein
GIVEN UNDER MY HAN	D AND SEAL OF OFFICE this day of
	Notary Public, State of Texas
	My Commission Expires:

	Cathi Carey,
	an individual
	By:
	Name: Cathi Carey
STATE OF TEXAS	§
	§
COUNTY OF	§
This instrument was acknowled Cathi Carey, an individual for the pu expressed.	dged before me on, 2025, by irposes therein stated and in the capacity therein
GIVEN UNDER MY HAND, 2025.	AND SEAL OF OFFICE this day of
	Notary Public, State of Texas
	My Commission Expires:

					OWNER	C:		
					Sammie	J. Carey	′,	
					an indivi	dual		
					Ву:			
					Nar	ne: Sam	mie J. Ca	irey
STATE OF TEXA	S	§						
		§						
COUNTY OF		§						
This instrument w Sammie J. Carey, an inc expressed.	as acknowled	dged b purpo	efore m ses thei	e on ein s	tated and	l in the c	, 202 apacity th	5, by erein
GIVEN UNDER		AND	SEAL	OF	OFFICE	this _	da	y of
	<u> </u>							
		Not	ary Pub	lic, S	tate of Te	xas		
		Μv	Commi	ssion	Expires:			

EXHIBIT A

Property Description and Depiction

(see attached)

ZONE-24-0022

BEING a tract of land situated in the L. Rue Survey, Abstract No. 1110, the H. Rue Survey Abstract No. 1111, the B. Rue Survey, Abstract No. 1113, the P.R. Rue Survey, Abstract No. 1555, the C. Jackson Survey, Abstract No. 1546, the F. Wilkerson Survey, Abstract No. 1411, the J. Morton Survey, Abstract No. 793, and the J. Teeter Survey, Abstract 1262, Denton County, Texas and being all of a called 189.695-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-120739, Official Records, Denton County, Texas, and all of a called 155.903-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-187834, said Official Records, and all of a called 5.00-acre tract of land, described in a deed to Jo Lynn Carey Ninemire & Laura Jean Carey Varner, recorded in Instrument No. 2014-16824 said Official Records, and all of a called 5.3266-acre tract of land, described in a deed to Mark and Cathi Carey, recorded in Instrument No. 2007-985, said Official Records, and all of a called 17.070 acre tract of land described in a deed to Prosper Oaks LP, described in a deed to Prosper Oaks LP, recorded in Instrument No. 2024-93696, said Official Records, and being more particularly described as follows:

BEGINNING at a point in Parvin Road (a public road) for the northwest corner of said 189.695-acre tract and the northeast corner of a called 91.001-acre tract of land described in a deed to Jaianjaneya Real Estate Services LLC, recorded in Instrument No. 2022-120979, said Official Records, also being on the south line of Sutton Fields Phase 4A, recorded in Instrument No. 2023-294, Plat Records, Denton County, Texas;

THENCE North 89°18'40" East, along the northerly line of said 189.695-acre tract, a distance of 1,610.38 feet to the southeast corner of said Sutton Fields Phase 4A, same being the westernmost southwest corner of said 155.903-acre tract:

THENCE North 00°40'48" West, departing said northerly line, and along the westerly line of said 189.695-acre tract, and the easterly line of said Sutton Fields Phase 4A, a distance of 944.35 feet to the northwest corner of said 155.903-acre tract, common to the southwest corner of Sutton Fields Phase 3D, recorded in Instrument No. 2022-44, said Plat Records;

THENCE South 89°11'33" East, departing the easterly line of said Sutton Fields Phase 4A, and along the northerly line of said 155.903-acre tract, said 5.00-acre tract, said 5.3266-acre tract, and the southerly line of said Sutton Fields Phase 3D, and a called 109.926-acre tract of land described in a deed to Sutton Fields East, LLC, recorded in Instrument No. 2021-192973, said Official Records, a distance of 1,904.79 feet to the northernmost northeast corner of said 5.3266-acre tract:

THENCE South 56°24'33" East, continuing along the northerly line of said 5.3266-acre tract and the southerly line of said 109.926-acre tract, a distance of 142.06 feet to the northeast corner said 5.3266-acre tract, common to a northwest corner of said 155.903-acre tract, and at the beginning of a non-tangent curve to the left with a radius of 368.27 feet, a central angle of 37°21'13", and a chord bearing and distance of South 70°07'56" East, 235.86 feet;

THENCE in an easterly direction, along the northerly line of said 155.903-acre tract, and continuing along the southerly line of said 109.926-acre tract, with said non-tangent curve to the left, an arc distance of 240.09 feet to a point for corner;

THENCE South 89°17'04" East, continuing along said northerly line, and the southerly line of said 109.926-acre tract, a distance of 505.81 feet to a point for corner being the southeast corner of said 109.926-acre tract, common to the southwest corner of a called 101.60-acre tract of land described in a deed to MM Celina Parvin 101, LLC, recorded in Instrument No. 2023-32350, said Official Records;

THENCE North 89°21'20" East, continuing along said northerly line, and along the southerly line of said 101.60-acre tract, a distance of 707.09 feet to the northeast corner of said 155.903-acre tract, common to the northernmost northwest corner of a called 48.323-acre tract of land described in a deed to VP Windsong Investments LLC, recorded In Instrument No. 2021-74160, said Official Records:

THENCE departing the southerly line of said 101.60-acre tract, and along the easterly line of said 155.903-acre tract and the west line of said 48.323-acre tract, Windsong Ranch Phase 6D, recorded in Instrument No. 2023-390, said Plat Records, Windsong Ranch Phase 7D&7H, recorded in Instrument No. 2022-232, said Plat Records, the following courses and distances:

South 28°30'00" West, a distance of 131.49 feet to a point for corner; South 37°30'00" East, a distance of 160.31 feet to a point for corner; South 20°00'00" East, a distance of 146.57 feet to a point for corner; South 33°30'00" West, a distance of 125.24 feet to a point for corner; South 77°00'00" West, a distance of 163.96 feet to a point for corner; North 70°00'00" West, a distance of 159.08 feet to a point for corner; North 20°00'00" West, a distance of 145.13 feet to a point for corner; North 64°00'00" West, a distance of 105.82 feet to a point for corner; South 46°00'00" West, a distance of 137.91 feet to a point for corner; South 03°30'00" East, a distance of 88.33 feet to a point for corner; South 36°30'00" East, a distance of 126.60 feet to a point for corner; South 46°00'00" West, a distance of 143.43 feet to a point for corner; South 93°30'00" East, a distance of 143.43 feet to a point for corner; South 93°30'00" East, a distance of 143.43 feet to a point for corner;

South 39°30'00" East, a distance of 67.58 feet to a point for corner; North 82°30'00" East, a distance of 89.32 feet to a point for corner; South 73°30'00" East, a distance of 61.35 feet to a point for corner; South 03°30'00" East, a distance of 80.35 feet to a point for corner; South 44°30'00" West, a distance of 98.69 feet to a point for corner; South 68°00'00" West, a distance of 162.38 feet to a point for corner; South 42°30'00" West, a distance of 146.51 feet to a point for corner; South 05°30'00" East, a distance of 79.52 feet to a point for corner; South 53°30'00" East, a distance of 96.87 feet to a point for corner; South 18°00'00" East, a distance of 161.60 feet to a point for corner; South 20°00'00" West, a distance of 148.19 feet to a point for corner; South 15°00'00" West, a distance of 172.18 feet to a point for corner; South 33°30'00" West, a distance of 286.52 feet to a point for corner; South 49°00'00" West, a distance of 92.68 feet to a point for corner; North 86°30'00" West, a distance of 86.67 feet to a point for corner; South 51°00'00" West, a distance of 46.11 feet to a point for corner; South 12°00'00" West, a distance of 183.60 feet to a point for corner; South 61°00'00" West, a distance of 125.65 feet to a point for corner; North 62°00'00" West, a distance of 117.81 feet to a point for corner; South 74°30'00" West, a distance of 83.62 feet to a point for corner; South 32°30'00" West, a distance of 99.40 feet to a point for corner; South 03°00'00" West, a distance of 103.89 feet to a point for corner; South 46°00'00" East, a distance of 51.34 feet to a point for corner; North 78°30'00" East, a distance of 112.64 feet to a point for corner;

South 83°30'00" East, a distance of 109.64 feet to a point for corner;

South 20°30'00" East, a distance of 123.94 feet to a point for corner;

South 37°00'00" West, a distance of 84.31 feet to a point for corner;

South 75°30'00" West, a distance of 201.74 feet to a point for corner;

South 44°30'00" West, a distance of 137.72 feet to a point for corner;

South 86°30'00" West, a distance of 242.05 feet to a point for corner;

South 62°30'00" West, a distance of 215.47 feet to a point for corner;

North 89°00'00" West, a distance of 124.44 feet to a point for corner;

South 77°30'00" West, a distance of 146.53 feet to a point for corner;

South 33°00'00" West, a distance of 105.98 feet to a point for corner;

South 23°30'00" East, a distance of 103.84 feet to the southeast corner of said 155.903 acre tract, being on the northerly line of called Tract 2, described in a deed to VP Windsong Operations LLC, recorded in Instrument No. 2018-142926, said Official Records;

THENCE South 88°59'25" West, departing the westerly line of said Windsong Ranch Phase 7D&7H, along the southerly line of said 155.903 acre tract and the northerly line of said Tract 2, a distance of 713.54 feet to the southerly southwest corner of said 155.903 acre tract, common to an ell corner of said Tract 2;

THENCE North 00°10'32" East, along the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, a distance of 40.89 feet to the northernmost southeast corner of aforesaid 17.070 acre tract;

THENCE departing the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, and along the easterly line of said 17.070 acre tract, the following courses and distances:

South 41°38'35" West, a distance of 25.32 feet to a point for corner;

South 62°23'05" West, a distance of 74.71 feet to a point for corner;

South 63°16'45" West, a distance of 46.88 feet to a point for corner;

South 60°27'45" West, a distance of 36.25 feet to a point for corner;

South 59°53'36" West, a distance of 29.79 feet to a point for corner;

South 56°31'38" West, a distance of 28.94 feet to a point for corner; South 53°35'52" West, a distance of 60.89 feet to a point for corner; South 50°17'17" West, a distance of 31.83 feet to a point for corner; South 46°18'44" West, a distance of 31.30 feet to a point for corner; South 44°23'42" West, a distance of 33.07 feet to a point for corner; South 40°37'21" West, a distance of 32.29 feet to a point for corner; South 78°39'41" West, a distance of 42.01 feet to a point for corner; North 68°40'25" West, a distance of 41.63 feet to a point for corner; South 71°30'37" West, a distance of 47.59 feet to a point for corner; South 39°09'08" West, a distance of 42.46 feet to a point for corner; South 21°43'06" West, a distance of 42.39 feet to a point for corner; South 27°17'06" West, a distance of 36.07 feet to a point for corner; South 35°37'35" West, a distance of 35.68 feet to a point for corner; South 32°14'45" West, a distance of 37.49 feet to a point for corner; South 25°12'34" West, a distance of 85.30 feet to a point for corner; South 46°44'58" West, a distance of 42.18 feet to a point for corner; South 71°49'34" West, a distance of 42.89 feet to a point for corner; South 87°47'30" West, a distance of 47.42 feet to a point for corner; North 78°42'49" West, a distance of 45.72 feet to a point for corner; North 57°26'29" West, a distance of 44.71 feet to a point for corner; North 47°21'25" West, a distance of 45.17 feet to a point for corner; North 41°16'16" West, a distance of 44.92 feet to a point for corner; North 79°16'06" West, a distance of 46.36 feet to a point for corner; South 61°42'33" West, a distance of 42.39 feet to a point for corner; South 00°00'00" East, a distance of 45.45 feet to a point for corner; South 21°42'25" East, a distance of 44.11 feet to a point for corner; South 33°01'59" East, a distance of 45.17 feet to a point for corner; South 46°40'14" East, a distance of 44.26 feet to a point for corner; South 31°27'25" East, a distance of 38.89 feet to a point for corner; South 13°16'01" West, a distance of 44.03 feet to a point for corner; South 26°26'57" West, a distance of 49.23 feet to a point for corner; South 24°35'01" West, a distance of 57.69 feet to a point for corner; South 32°19'20" West, a distance of 44.83 feet to a point for corner; South 45°22'19" West, a distance of 49.31 feet to a point for corner; South 15°05'05" West, a distance of 44.34 feet to a point for corner; South 12°20'28" West, a distance of 47.05 feet to a point for corner; South 51°32'13" East, a distance of 47.72 feet to a point for corner; South 55°21'56" East, a distance of 46.41 feet to a point for corner; South 49°57'16" East, a distance of 45.99 feet to a point for corner; South 55°15'58" East, a distance of 45.45 feet to a point for corner; South 49°03'19" East, a distance of 25.79 feet to a point for corner; South 23°24'18" East, a distance of 45.63 feet to a point for corner; South 10°19'41" West, a distance of 47.19 feet to a point for corner; South 25°15'46" West, a distance of 48.85 feet to a point for corner; South 21°39'53" West, a distance of 44.51 feet to a point for corner; South 28°24'27" West, a distance of 26.50 feet to a point for corner; South 55°15'28" West, a distance of 49.81 feet to a point for corner; South 75°22'42" West, a distance of 44.43 feet to a point for corner;

South 69°07'57" West, a distance of 44.61 feet to a point for corner;

South 49°24'01" West, a distance of 41.71 feet to a point for corner;

South 06°59'05" East, a distance of 46.31 feet to a point for corner;

South 35°51'45" East, a distance of 46.30 feet to a point for corner;

South 32°06'53" East, a distance of 49.72 feet to a point for corner;

South 14°50'58" East, a distance of 44.18 feet to a point for corner;

South 28°25'20" West, a distance of 42.52 feet to a point for corner;

South 67°49'43" West, a distance of 46.70 feet to a point for corner;

South 79°32'39" West, a distance of 40.33 feet to a point for corner;

South 81°37'04" West, a distance of 49.99 feet to a point for corner;

South 78°01'30" West, a distance of 36.45 feet to a point for corner;

South 05°35'13" East, a distance of 47.57 feet to the southernmost southeast corner of said 17.070 acre tract, being on the westerly line of said Tract 2 and the easterly line of aforesaid 189.695 acre tract;

THENCE North 85°47'35" East, along the southerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 194.03 feet to an ell corner of said Tract 2, common to a northeast corner of said 189.695 acre tract;

THENCE South 03°27'59" East, continuing along the westerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 515.78 feet to the northerly southeast corner of said 189.695 acre tract, common to the north corner of a called 1.84-acre tract of land described in a certified copy of probate to Walter C. Fain, recorded in Document No. 2004-95008, said Official Records;

THENCE South 40°46'41" West, departing said westerly line, and along the northwesterly line of said 1.84-acre tract, same being the southeasterly line of said 189.695-acre tract, a distance of 552.51 feet to the southwest corner of said 1.84-acre tract, also being on the northerly line of a called 23.507 acre tract of land described as Tract 3 in a deed to Town of Prosper, as recorded in Instrument No. 2022-69025, said Official Records;

THENCE South 89°21'41" West, along the northerly line of said Tract 3, and said southerly line, a distance of 1.002.31 feet to the northwest corner of said Tract 3 and the easternmost

northeast corner of the Middle School #9 Addition, recorded in Instrument No. 2023-375, said Plat Records:

THENCE South 89°17'30" West, continuing along said southerly line, and along the northerly line of said Middle School #9 Addition, a distance of 363.42 feet to the southwest corner of said 189.695-acre tract, common to an ell corner of said Middle School #9 Addition;

THENCE along the westerly line of said 189.695-acre tract, and the easterly line of said Middle School addition, and a called Tract 1 and a called Tract 2, described in a deed to VEE Prosper Oaks, LLC, recorded in Instrument No. 2022-53773, said Official Records, and the aforesaid 91.001-acre tract, the following courses and distances:

North 00°13'22" East, a distance of 978.26 feet to an ell corner of said Tract 2, common to the southernmost northwest corner of said 189.695-acre tract:

North 89°01'33" East, a distance of 470.85 feet to an ell comer of said 189.695-acre tract;

North 00°28'00" West, a distance of 720.06 feet to the northeast corner of said Tract 2, common to the southeast corner of said Tract 1;

North 00°32'18" West, a distance of 486.36 feet to the northeast corner of said Tract 1, common to the southeast corner of said 91.001-acre tract;

North 00°32'33" West, a distance of 2,725.96 feet to the **POINT OF BEGINNING** and containing 16,270,126 square feet or 373.5107 acres of land, more or less.

The bearings for this exhibit are based on a bearing of N89°18'40"E for the north line of the called 189.695-tract according to the special warranty deed recorded in instrument number 2021-120739 of the Public Records of Denton County, Texas.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Sylviana Gunawan

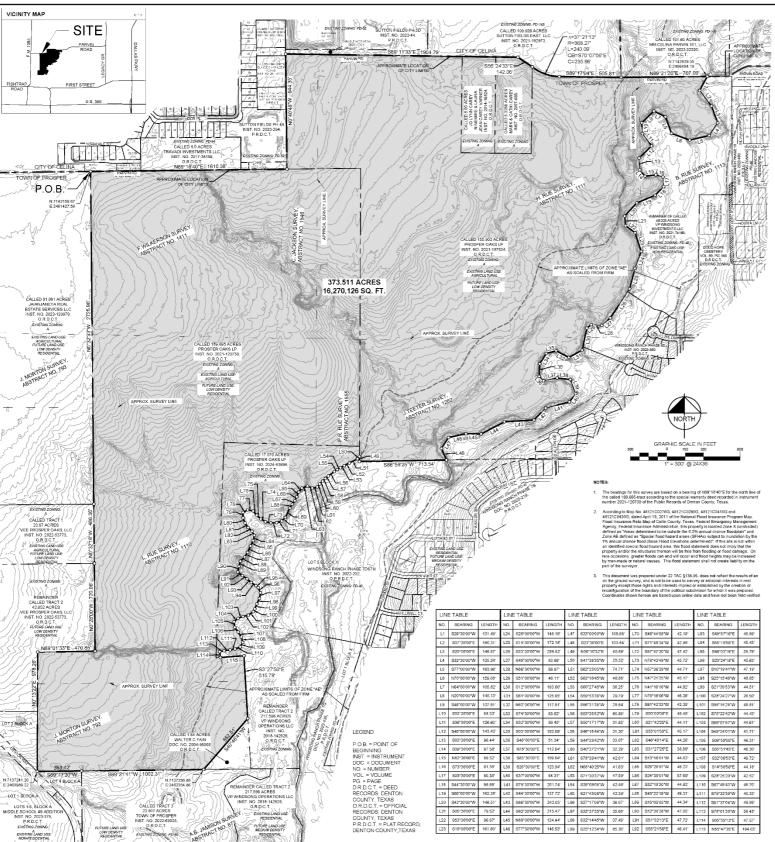
Registered Professional Land Surveyor No. 6461

Kimley-Horn and Associates, Inc. 6160 Warren Pkwy., Suite 210

Frisco, Texas 75034 Ph. 972-335-3580

sylviana.gunawan@kimley-horn.com





DESCRIPTION OF PROPERTY

Seales also and estimated in more 1. Their survivey, American International Conference on the Conference of the Conference on the Conferen

BEGINIMING at a point in Parini Road (a public road) for the nothwest corner of said 138 (955-ser total and the nothless clonner of a called \$1.001-act total and described in a deed to Jainginerya. Real Estate Services LLC, recorded in structurent No. 2022-120(97); said official Recordes, laborating or the south line of Subton Pikids Phase 4A, recorded in Instrument No. 2023-294, Plat Records, Defent Courty, Fersici;

PHENCE North 89"18"40" East, along the northerly line of said 185.695-acre ract, a distance of 1,610.38 feet to the southeast comer of said Sutton Fields these 4A, same being the westernmost southwest comer of said 155.903-acre

THEIXCE North 01"40"45" West, departing said northerly line, and along the westerly line of said 188,095-acre tract, and the easterly line of said Sutton Fields Phase 4A, a citatance of 544.35 feet to the northwest corner of said 155,500-acre tract, common to the southwest corner of Sutton Fields Phase 3D, recorded in linstrument No. 20"244, said Plat Records;

HENCE South 89*1133" East, departing the existerly line of said Subton Fields hese 4A, and slope the northerly line of said 155.050-acre text, said 5.00-acr sct, said 5.2268-acre text, and the southerly line of said Suton Fields Phese D, and a celled 109.925-acre text of land described in a deet ob Sutrol said, LLC, recorded in Instrument No. 2021-10977, said Official Records, a sizance of 1.99.7 feet to the northermoof northeast conter of said

5.3269-acri taste, doubt see ASSS cast, consuming along the fluinterly line is said of 19.3269-acri trad, a distance of 142.00 feet to the northest corner said 3.3266-acri trad, common to a 142.00 feet to the northest corner said 3.3266-acri trad, common to a northest corner of said 155.900-acri trad, and the beginning of a non-tangent curve to the left with a radius of 388.27 feet, a contral angle of 372°173° and 6 short beginning and statence of 5000-87°07575° East, 23.588

THENCE in an easterly direction, along the northerly line of said 155.903-acre tract, and continuing along the southerly line of said 109.926-acre tract, with said

THENCE South 5917701F Saut, continuing allong said notherly line, and the southerly line of said 105 S2Pace for Lat. a distance of 505.81 feet to a point for corner being the southeast comer of said 195 502-sere trust, common to the southwest corner of a called 1016-504-sere trust of land discissible in a cided to MM Callen Parkin 101, LLC, recorded in instrument No. 2023-32250, said Official Records;

the southerly line of said 191.00-acre tract, a distance of 707.06 feet to the northeast corner of said 155.00-feer fract, common to the northermost northwest corner of a called 48.223-acre tract of land described in a deed to VP Windsong Investments LLC, recorded in Instrument No. 2021-74 150, said Official Records.

IHENCE departing the southerly line of said 1/1.00-acre tract, and along the eacherly line of said 155-907-acre tract and the west line of said 48.233-acre tract, Windsong Ranch Phase 80, recorded in Instrument No. 2023-330, said Plat Records, Windsong Ranch Phase 7087-1, recorded in Instrument No. 2022-202, said Plat Records, the following courses and distances:

South 28*300° West, a distance of 131.49 feet to a point for conner; South 37*300° East, a distance of 183.35 feet to a point for conner; South 30*9000° East, a distance of 148.57 feet to a point for conner; South 30*3000° West, a distance of 152.34 feet to a point for conner; South 77*9000° West, a distance of 163.95 feet to a point for conner; North 70*9000° West, a distance of 163.95 feet to a point for conner;

North 64/0000° West, a distance of 103.02 feet to a point for corner, South 64*0000° West, a distance of 137.91 feet to a point for corner, South 02*3000° East, a distance of 88.33 feet to a point for corner, South 36*3000° East, a distance of 128.69 feet to a point for corner, South 36*3000° West, a distance of 143.43 feet to a point for corner, South 46*9000° West, a distance of 143.43 feet to a point for corner.

North 20°00'08" West, a distance of 145.13 feet to a point for corner;

South 03"3000" East, a claisance of 96.44 feet to a point for conner South 3"30000" East, a claisance of 67.55 feet to a point for conner. North 82"3000" East, a claisance of 69.32 feet to a point for conner. South 2"3"000" East, a claisance of 69.35 feet to a point for conner. South 2"3"000" East, a claisance of 69.35 feet to a point for conner. South 02"30"00" East, a claisance of 69.35 feet to a point for conner.

South 46"3000" Weet, a distance of 98.69 feet to a point for corner; South 69"3000" Weet, a distance of 19.23 feet to a point for corner. South 42"3000" Weet, a distance of 19.63 feet to a point for corner; South 69"3000" East, a distance of 79.52 feet to a point for corner; South 59"3000" East, a distance of 98.67 feet to a point for corner; South 19"3000" East, a distance of 19.60 feet to a point for corner; South 19"3000" East, a distance of 19.60 feet to a point for corner;

South 15*0000' West, a distance of 172.18 feet to a point for come South 33*3000' West, a distance of 286.52 feet to a point for come South 40*0000' West, a distance of 22.68 feet to a point for comer North 85*3000' West, a distance of 68.67 feet to a point for comer South 5*0000' West, a distance of 46.11 feet to a point for comer

South 12'00'00' West, a distance of 183.60 feet to a point for corner;
South 61'00'00' West, a distance of 125.65 feet to a point for corner;
North 82'00'00' West, a distance of 17.7.81 feet to a point for corner;

SYLVANA GUNAWAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6461 6160 WARREN PKWY., SUITE 21 FRISCO, TEXAS 75034 PH. 972-335-3580 Sylvians gunawan@kimley-horn.cc



South 77/3007 Weel, a delance of 146.53 feet to a point for corner; South 33/00007 Weel, a delance of 105.98 feet to a point for corner; South 33/00007 East, a delance of 105.84 feet to the southeast corner; south 55.90 see trad being on the nontheryline of close Test (2, described in a deep to tyle Windows) Operations LLC, recorded in Jestiment No. 1054, 1420076, said Official Records;

Ranch Phase 7087H, along the southerly line of said 155.903 acre tract and the northerly line of said Tract 2, a distance of 713.54 feet to the southerly southwe corner of said 155.903 acre tract, common to an ell-corner of said Tract 2,

and the easterly line of said Tract 2, a distance of 40,89 feet to the northernmost southeast comer of aforesaid 17,070 acre tract;

South 601777/65" West is distance of 36.75 feet to a point for come

South 59°53"36" West, a distance of 29.79 feet to a point for corner;

South 41'38'35" West, a distance of 25.32 feet to a point for corner ce of South 62"23"05" West, a distance of 74.71 feet to a point for corner South 63" 16'65" West, a distance of 45.55 feet to a point for corner

South 58°3 "Sa" West, a distance of 26.04 feet to a point for corner, South 53°35'27" West, a distance of 50.09 feet to a point for corner, South 50°17'17" West, a distance of 31.05 feet to a point for corner, South 46°10"4" West, a distance of 31.30 feet to a point for corner, South 42°10"4" West, a distance of 33.30 feet to a point for corner, South 42°10"4" West, a distance of 33.07 feet to a point for corner.

South 40"37721" West, a distance of 32.29 feet to a point for corner,
South 70"394" West, a distance of 42.01 feet to a point for corner,
VIP
North 80"40"25" West, a distance of 41.83 feet to a point for corner,

South 39'09'09' West, a distance of 42 48 feet to a point for corner, South 21'4709' West, a distance of 42 39 feet to a point for corner, South 27'17'09' West, a distance of 36 07 feet to a point for corner, South 35'37'39' West, a distance of 35 85 feet to a point for corner,

South 37:1445" West, a distance of 37.49 feet to a point for corner, South 25"1229" West, a distance of 65.30 feet to a point for corner South 16"46"5" West, a distance of 42.35 feet to a point for corner South 7"149"34" West, a distance of 42.56 feet to a point for corner, South 5"14"370" West, a distance of 47.42 feet to a point for corner, North 3"4"4"9" West, a distance of 47.72 feet to a point for corner, North 3"4"4"9" West, a distance of 47.72 feet to a point for corner,

North 5772729 West, a distance of 44.17 Set to a point for corner, North 4772129 West, a distance of 43.17 Rest to a point for corner, North 4176199 West, a distance of 44.82 Rest to a point for corner, North 797999 West, a distance of 40.38 Rest to a point for corner, South 5114737 West, a distance of 42.39 Rest to a point for corner,

South 51'4733" West, a distance of 42.39 fext to a point for corner; South 00'00000" East, a distance of 45.45 fext to a point for corner; South 21'4720" East, a distance of 44.11 fext to a point for corner; South 33'0150" East, a distance of 45.17 fext to a point for corner; South 33'0150" East, a distance of 45.07 fext to a point for corner;

South 31"27"25" East, a distance of 38.89 feet to a point for corner; South 13"16"01" West, a distance of 44.03 feet to a point for corner; South 2672657 Week, a distance of 48.23 feet to a point for corner. South 2473097 Week, a distance of 47.65 feet to a point for corner. South 24719279 Week, a distance of 48.35 feet to a point for corner. South 46727279 Week, a distance of 48.31 feet to a point for corner. South 15703097 Week, a distance of 43.35 feet to a point for corner. South 5703097 Week, a distance of 47.05 feet to a point for corner. South 5703197 East, a distance of 47.05 feet to a point for corner. South 5703197 East, a distance of 45.45 feet to a point for corner. South 5703197 East, a distance of 45.45 feet to a point for corner. South 5703197 East, a distance of 45.45 feet to a point for corner. South 5703197 East, a distance of 45.45 feet to a point for corner. South 5703197 East, a distance of 45.45 feet to a point for corner. South 5703197 East, a distance of 45.45 feet to a point for corner. South 5703197 East, a distance of 45.45 feet to a point for corner. South 5703197 East, a distance of 45.45 feet to a point for corner. South 5703197 East, a distance of 45.45 feet to a point for corner. South 5703197 East, a distance of 45.45 feet to a point for corner. South 5703197 East, a distance of 45.45 feet to a point for corner.

South 25°1546' West, a distance of 49.25 feet to a point for corner; South 21°3952' West, a distance of 44.51 feet to a point for corner; South 25°242' West, a distance of 26.50 feet to a point for corner; South 25°242' West, a distance of 26.50 feet to a point for corner; South 55°15'05' West, a distance of 26.50 feet to a point for corner;

South 75°22'42' West, a distance of 44.43 feet to a point for corner; South 65°07'57' West, a distance of 44.61 feet to a point for corner;

South 45°24'01' West, a distance of 41.71 feet to a point for corner;
South 05°59'05' East, a distance of 48.31 feet to a point for corner;
South 35°51'45' East, a distance of 48.30 feet to a point for corner;
South 35°51'45' East, a distance of 48.30 feet to a point for corner;
South 35°05'3' East, a distance of 48.72 feet for a point for corner;

South 14'50'56' East, a distance of 44.16 feet to a point for corner.

South 28'25'20' West, a distance of 42.52 feet to a point for corner;

South 67'49'43' West, a distance of 46.70 feet to a point for corner;

South 79'32'39' West, a distance of 40.33 feet to a point for corner; South 81'37'04' West, a distance of 49.99 feet to a point for corner; South 78''01'30' West, a distance of 36.45 feet to a point for corner;

South 05°35°13° East, a distance of 47.57 feet to the southernmost southeast comer of said 17.070 acre fract, being on the westerly line of said Tract 2 and the easterly line of aforesaid 189.695 acre tract;

said Tract 2, common to a northeast corner of said 189,695 acre tract; IENCE South 03°27°59" East, continuing along the westerly line of said Tract 2 of the destorly line of said 188,895 acre tract, a distance of 515.75 feet to the thardy southeast corner of said 189,995 acre tract, common to the north

owher or is called 1.34-act that Corlator leads of \$2.00 feet of \$2.00 f

strument No. 2022-59025, said Official Records;

HENCE South 89°2141° West, along the northerly line of said Trect 3, and said outherly line, a distance of 1,02.31 feet to the northwest comer of said Tract 3 and the easternmost northeast comer of the Middle Schod #8 Addition, recorded.

Instrument No. 2023-375, said Plat Records;

HENCE South 89°17'30" West, continuing along said southerly line, and along an northerly line of said Middle School #9 Addition, a distance of 363.42 feet to

dide Scinool #9 Addition:

IBNCE sing the vesterly line of said 199.895-scie tract, and the easterly line said Middle School addition, and a called Tract 1 and a called Tract 2, scribed in a deed to VEE Prosper Oaks, LLC, recorded in Instrument No. 26.9373, 2010.05 (Said LD LOS).

North 00°15'22" East, a distance of 978.25 feet to an ell comer of said Tract 2, common to the southernmost north west corner of said 189.895-acre tract; North 85'10'133" East, a distance of 470.85 feet to an ell comer of said

North 00°28'00" West, a distance of 720.06 feet to the northeast corner of said Tract 2, common to the southeast corner of said Tract 1;

North 00°3218" West, a distance of 486.35 feet to the northeast corner of said Tract 1, common to the southeast corner of said 91.001-ace tract, North 00°3233" West, a distance of 2.725.96 feet to the POINT OF BEGINNING and containing 16,270.125 sourser feet or 373.511 sores of

159

EXHIBIT A-2: BOUNDARY EXHIBIT ZONE-24-0022 373.511 ACRES

L. RUE SURVEY, ABSTRACT NO. 1110; H. RUE SURVEY,
ABSTRACT NO. 1111; B. RUE SURVEY, ABSTRACT NO. 1113;
P. R. RUE SURVEY, ABSTRACT NO. 1555; C. JACKSON
SURVEY, ABSTRACT NO. 1546; F. WILKERSON SURVEY,
ABSTRACT NO. 1411; J. MORTON SURVEY, ABSTRACT NO.
793; J. TEETER SURVEY, ABSTRACT 1262
TOWN OF PROSPER, DENTON AND COLLIN COUNTY, TEXAS
DATE PREPARED: 03202025

	Kimley » Horn 6160 Warren Parkway, Suite 210 Frisco, Texas 75034 First Mil 10183822 First Mil 1018382 First Mil 1					
	Scale 1"= 300"	Drawn by GGL	Checked by KHA	<u>Date</u> 03/20/2025	Project No. 068625036	Sheet No. 1 OF 1
°8 s Blvd. 9		evine Parkway 76051 1973 Boswell and Associates, Inc. tarkway, Suite 210 5034 80				

22

EXHIBIT A-1

Owner A Property Description

TRACT 1:

BEING a tract of land situated in the J. Teeter Survey, Abstract No. 1262, the P. Rue Survey, Abstract No. 1555, the H. Rue Survey, Abstract No. 1111, the B. Rue Survey, Abstract No. 1113, and the C. Jackson Survey, Abstract No. 1546, Town of Prosper, Denton County, Texas, being part of a tract conveyed to Jo Lynn Carey Ninemire, et al, by deed recorded in Document No. 2014-16824, Official Public Records, Denton County, Texas (OPRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap found for an inset northeasterly corner of Tract 2, conveyed to VP Windsong Investments LLC, recorded in Document No. 2018-142926 OPRDCT;

THENCE N 00°13'47" E, along an easterly line thereof, passing at 125.32 feet a 1/2" iron rod with plastic cap found for a northeasterly corner of Tract 2, being a southeast corner of Tract conveyed to the Rue Family Trust, recorded in Volume 5032, Page 3961, Deed Records, Denton County, Texas (DRDCT), and continuing along the east line thereof a total distance of 2403.48 feet to a 1/2" iron rod found;

THENCE S 89°18'18" W, 604.04 feet along the north line thereof to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the southeast corner of a tract conveyed to CADG Sutton Fields LLC, recorded in Document No. 2015-30387 OPRDCT;

THENCE N 00°40'48" W, along the east line thereof, and being along the east line of Parvin Road, a public road, passing at 490.70 feet a PK nail found for the southeast corner of a tract conveyed to Dale and Vicki Travis, recorded in Document No. 2019-53525 OPRDCT, continuing along the east line thereof, passing at 674.11 feet another PK nail found for the southeast corner of a tract conveyed to Claude and Kathleen Adams, recorded in Document No. 2011-67775 OPRDCT, continuing along the east line thereof, passing at 929.67 feet a PK nail found for the southeast corner of a tract conveyed to Michael and Lori Bohn, recorded in Document No. 2020-19369 OPRDCT, and continuing along the east line thereof a total distance of 944.41 feet to a point being a southwesterly corner of another tract conveyed to CADG Sutton Fields LLC, recorded in Document No. 2015-15963 OPRDCT;

THENCE S 89°12'10" E, 1163.88 feet along the south line thereof, and being along Parvin Road, to a PK nail found for the southeast corner of said CADG tract;

THENCE S 89°11'44" E, 284.25 continuing along Parvin Road to a PK nail found for the northwest corner of a tract described as the "Save and Except Tract 1" described in Document No. 2014-16824 OPRDCT;

THENCE S 00°42'41" W, 789.66 feet along the west line thereof;

THENCE S 89°17'19" E, 575.96 feet along the south line thereof, and of a tract conveyed to Mark and Cathi Carey, recorded in Document No. 2007-985 OPRDCT;

THENCE N 00°42'41" E, 711.55 feet along the east line of said Carey tract to a PK nail found in Parvin Road;

THENCE along said road, the following:

```
S 56°15'56" E, 38.28 feet;
```

A non-tangent curve to the left having a radius of 350.00 feet, a central angle of 33°01'01", a long chord of S 72°46'28" E - 198.91 feet, and an arc length of 201.69 feet;

S 89°17'04" E, 505.81 feet to a 3/8" iron rod found;

And N 89°21'20" E, 707.09 feet to a point in the approximate centerline of a creek;

THENCE along said creek, the following:

```
S 28°30'00" W, 131.49 feet;
```

S 37°30'00" E, 160.31 feet;

S 20°00'00" E, 146.57 feet;

S 33°30'00" W, 125.24 feet;

S 77°00'00" W, 163.96 feet;

N 70°00'00" W, 159.08 feet;

N 20°00'00" W, 145.13 feet;

N 64°00'00" W, 105.82 feet;

S 46°00'00" W, 137.91 feet;

S 03°30'00" E, 88.33 feet;

S 36°30'00" E, 126.60 feet;

S 46°00'00" W, 143.43 feet;

S 03°30'00" E, 96.44 feet;

S 39°30'00" E, 67.58 feet;

N 82°30'00" E, 89.32 feet;

\$ 73°30'00" E, 61.35 feet;

S 03°30'00" E, 80.35 feet;

- S 44°30'00" W, 98.69 feet;
- S 68°00'00" W, 162.38 feet;
- S 42°30'00" W, 146.51 feet;
- S 05°30'00" E, 79.52 feet;
- S 53°30'00" E, 96.87 feet;
- S 18°00'00" E, 161.60 feet;
- S 20°00'00" W, 148.19 feet;
- S 15°00'00" W, 172.18 feet;
- S 33°30'00" W, 286.52 feet;
- S 49°00'00" W, 92.68 feet;
- N 86°30'00" W, 86.67 feet;
- S 51°00'00" W, 46.11 feet;
- S 12°00'00" W, 183.60 feet;
- S 61°00'00" W, 125.65 feet;
- N 62°00'00" W, 117.81 feet;
- S 74°30'00" W, 83.62 feet;
- S 32°30'00" W, 99.40 feet;
- S 03°00'00" W, 103.89 feet;
- S 46°00'00" E, 51.34 feet;
- N 78°30'00" E, 112.64 feet;
- S 83°30'00" E, 109.64 feet;
- S 20°30'00" E, 123.94 feet;
- S 37°00'00" W, 84.31 feet;

```
S 75°30'00" W, 201.74 feet;
S 44°30'00" W, 137.72 feet;
S 86°30'00" W, 242.05 feet;
S 62°30'00" W, 215.47 feet;
N 89°00'00" W, 124.44 feet;
S 77°30'00" W, 146.53 feet;
S 33°00'00" W, 105.98 feet;
```

And S 23°30'00" E, 103.84 feet to the north line of said VP Windsong Investments tract;

THENCE S $88^{\circ}59'25''$ W, 713.52 feet along the common line thereof to the POINT OF BEGINNING with the subject tract containing 6,791,150 square feet or 155.903 acres of land.

TRACT 2:

Being a tract of land situated in the F. Wilkerson Survey, Abstract No. 1411, the C. Jackson Survey, Abstract No. 1546, the H. Rue Survey, Abstract No. 1111, the J. Morton Survey, Abstract No. 793, the P. Rue Survey, Abstract No. 1555, and the Lewis Rue Survey, Abstract No. 1110, Denton County, Texas and being all of a called 90 acres tract of land (Tract 1) and all of a called 99 1/2 acres tract of land (Tract 2) described in Affidavit of Heirship to Lanell Rue Giles as recorded in Volume 2955, Page 370, Real Property Records, Denton County, Texas, in the Distribution Deed to Nancy Jane Ferguson as recorded in Instrument No. 2007-145675, said Real Property Records, and in the Distribution Deed to Grover Cc. Rue, Jr., as recorded in Instrument No. 2007-145676, said Real Property Records, and being more particularly described herein as follows:

BEGINNING at a 1/2 inch iron rod found in Parvin Road (a public road) for the Northwest corner of said 99 1/2 acres and the Northeast corner of a called 129.978 acres tract of land described in Deed to Swisher Partners, L.P. as recorded in Instrument No. 2004-7927, Official Records, Denton County, Texas;

THENCE North 89 degrees 18 minutes 40 seconds East, with the North line of said 99 1/2 acres tract, along said Parvin Road, passing the most Northerly Northeast corner of said 99 1/2 acres tract and the most Northerly Northwest corner of said 90 acres tract, and continuing along said course for a total distance of 2,214.41 feet to a 1/2 inch iron rod found for the Northeast corner of said 90 acres tract and an ell corner of a called 319.005 acres tract of land described in Deed to Jo Lynn Carey Ninemire, Laura Jean Carey Varner and Mark Carlton Carey as recorded in Instrument No. 2014-16824, said Official Records;

THENCE South 01 degrees 03 minutes 38 seconds West, with the East line of said 90 acres tract and a West line of said 319.005 acres tract, a distance of 1,321.64 feet to a 2 inch steel fence corner post found for an angle point corner;

THENCE South 00 degrees 54 minutes 02 seconds East, continuing with the East line of said 90 acres tract and a West line of said 319.005 acres tract, a distance of 957.16 feet to a 2 inch steel fence corner post found for the Southeast corner of said 90 acres tract and the most Westerly Northeast corner of a called 217.596 acres tract of land (Tract 2) described in Deed to VP WIndsong Investments, LLC. as recorded in Instrument No. 2018-142926, said Official Records;

THENCE North 88 degrees 23 minutes 26 seconds West, with the South line of said 90 acres tract and the North line of said 217.596 acres tract, a distance of 1,111.84 feet to a 3/8 inch iron rod found for an ell corner of said 90 acres tract and the Northwest corner of said 217.596 acres tract;

THENCE South 02 degrees 07 minutes 31 seconds West, with the East line of said 90 acres tract and the West line of said 217.596 acres tract, a distance of 1,767.54 feet to a 4 inch wood fence

27

164

corner post found for an interior corner of said 99 1/2 acres tract and the most Northerly Southwest corner of said 217.596 acres tract;

THENCE North 85 degrees 37 minutes 47 seconds East, with a North line of said 99 1/2 acres tract and a South line of said 217.596 acres tract, a distance of 228.92 feet to a 1/2 inch capped iron rod stamped "KHA" found for the most Southerly Northeast corner of said 99 1/2 acres tract and interior corner of said 217.596 acres tract;

THENCE South 03 degrees 33 minutes 27 seconds East, with the East line of said 99 1/2 acres tract and the West line of said 217.596 acres tract, a distance of 515.93 feet to a 1/2 inch capped iron rod found for an angle point corner of said 99 1/2 acres tract and being the North corner of a called 1.84 acres tract of land described in Deed to Walter C. Fain as recorded in Instrument No. 2004-95008, said Official Records;

THENCE South 40 degrees 46 minutes 41 seconds West, with the Southeast line of said 99 1/2 acres tract and the Northwest line of said 1.84 acre tract, a distance of 552.51 feet to a 1/2 inch capped iron rod found in a North line of said 217.596 acres tract for the Southeast corner of said 99 1/2 acres tract and the Southwest corner of said 1.84 acre tract;

THENCE South 89 degrees 21 minutes 41 seconds West, with the South line of said 99 1/2 acres tract and a North line of said 217.596 acres tract, a distance of 1,002.31 feet to a 1/2 inch iron rod found for the most Southerly Northeast corner of a called 65.133 acres tract of land described in Deed to the Denton Independent School District as recorded in Instrument No. 2017-65208, said Official Records;

THENCE South 89 degrees 17 minutes 30 seconds West, with the South line of said 99 1/2 acres tract and a North line of said 65.133 acres tract, a distance of 363.42 feet to a 1/2 inch iron rod found for the Southwest corner of said 99 1/2 acres tract and ell corner of said 65.133 acres tract;

THENCE North 00 degrees 13 minutes 22 seconds East, with the West line of said 99 1/2 acres tract and a East line of said 65.133 acres tract, passing the Northeast corner of said 65.133 acres tract and the most Southerly Southeast corner of a called 42.822 acres tract of land described in Deed to John Doyle Noles as recorded in Volume 2299, Page 89, said Real Property Records, and continuing along said course for a total distance of 978.26 feet to a 10 inch wood fence corner post found for the most Southerly Northwest corner of said 99 1/2 acres tract and an interior corner of said 42.822 acres tract;

THENCE North 89 degrees 01 minutes 33 seconds East, with a North line of said 99 1/2 acres tract and a South line of said 42.822 acres tract, a distance of 470.85 feet to a 4 inch steel fence corner post found for an interior corner of said 99 1/2 acres tract and the most Northerly Southeast corner of said 42.822 acres tract;

THENCE North 00 degrees 28 minutes 00 seconds West, with the West line of said 99 1/2 acres tract and the East line of said 42.822 acres tract, a distance of 720.06 feet to a 1/2 inch iron rod

found for the Northeast corner of said 42.822 acres tract and the Southeast corner of a called 23.818 acres tract of land described in Deed to Tommy Wilson Noles as recorded in Volume 2299, Page 82, said Real Property Records;

THENCE North 00 degrees 32 minutes 18 seconds West, with the West line of said 99 1/2 acres tract and the East line of said 23.818 acres tract, a distance of 486.36 feet to a 1/2 inch iron rod found for the Northeast corner of said 23.818 acres tract and the Southeast corner of said 129.978 acres tract;

THENCE North 00 degrees 32 minutes 33 seconds West, with the West line of said 99 1/2 acres tract and the East line of said 129.978 acres tract, a distance of 2,725.96 feet to the POINT OF BEGINNING and containing, within the metes and bounds herein recited, 189.695 acres of land, more or less.

28

165

TRACT 3:

BEING a tract of land situated in the L. Rue Survey, Abstract No. 1110, and P. Rue Survey, Abstract No. 1555, Town of Prosper, Denton County, Texas, being part of a tract conveyed to VP WINDSONG INVESTMENTS LLC, by deed recorded in Document No. 2018-142926 of the Official Public Records, Denton County, Texas (OPRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the west line of a tract conveyed to Prosper Oaks LP, according to the deed recorded in Document Number 2021-187834 OPRDCT at the southeast corner of another tract conveyed to Prosper Oaks LP according to the deed recorded in Document Number 2021-120739 OPRDCT;

THENCE S 00°10'32" W, 84.43 feet along the west line thereof from which a 1/2 iron rod found at the southwest corner thereof bears S 00°10'32" W, 40.89 feet;

THENCE through said VP WINDSONG INVESTMENTS LLC tract and along the approximate 100-year flood line the following:

```
S 41°38'35" W, 25.32 feet; S 62°23'05" W, 74.71 feet; S 63°16'45" W, 46.88 feet; S 60°27'45" W, 36.25 feet; S 59°53'36" W, 29.79 feet; S 56°31'38" W, 28.94 feet; S 53°35'52" W, 60.89 feet; S 50°17'17" W, 31.83 feet; S 46°18'44" W, 31.30 feet; S 44°23'42" W, 33.07 feet; S 40°37'21" W, 32.29 feet; S 78°39'41" W, 42.01 feet; N 68°40'25" W, 41.63 feet; S 71°30'37" W, 47.59 feet; S 39°09'08" W, 42.46 feet; S 21°43'06" W, 42.39 feet; S 27°17'06" W, 36.07 feet; S 35°37'35" W, 35.68 feet; S 32°14'45" W, 37.49 feet; S 25°12'34" W, 85.30 feet; S 46°44'58" W, 42.18 feet; S 71°49'34" W, 42.89 feet; S 87°47'30" W, 47.42 feet; N 78°42'49" W, 45.72 feet; N 57°26'29" W, 44.71 feet; N 47°21'25" W, 45.17 feet; N 41°16'16" W, 44.92 feet; N 79°16'06" W, 46.36 feet; S 61°42'33" W, 42.39 feet; S 00°00'00" E, 45.45 feet; S 21°42'25" E, 44.11 feet; S 33°01'59" E, 45.17 feet; S 46°40'14" E, 44.26 feet; S 31°27'25" E, 38.89 feet; S 13°16'01" W, 44.03 feet; S 26°26'57" W, 49.23 feet;
```

```
S 24°35'01" W, 57.69 feet; S 32°19'20" W, 44.83 feet; S 45°22'19" W, 49.31 feet;
```

S 15°05'05" W, 44.34 feet; S 12°20'28" W, 47.05 feet; S 51°32'13" E, 47.72 feet;

S 55°21'56" E, 46.41 feet; S 49°57'16" E, 45.99 feet; S 55°15'58" E, 45.45 feet;

S 49°03'19" E, 25.79 feet; S 23°24'18" E, 45.63 feet; S 10°19'41" W, 47.19 feet;

S 25°15'46" W, 48.85 feet; S 21°39'53" W, 44.51 feet; S 28°24'27" W, 26.50 feet;

S 55°15'28" W, 49.81 feet; S 75°22'42" W, 44.43 feet; S 69°07'57" W, 44.61 feet;

S 49°24'01" W, 41.71 feet; S 06°59'05" E, 46.31 feet; S 35°51'45" E, 46.30 feet;

S 32°06'53" E, 49.72 feet; S 14°50'58" E, 44.18 feet; S 28°25'20" W, 42.52 feet;

S 67°49'43" W, 46.70 feet; S 79°32'39" W, 40.33 feet; S 81°37'04" W, 49.99 feet;

S 78°01'30" W, 36.45 feet;

S 05°35'13" E, 47.57 feet to a point in the southern north line of said Prosper Oaks LP tract from which a capped iron rod found bears N 85°47'35" E, 194.02 feet;

S 85°47'35" W, 34.75 feet to a wood fence post found at an ell corner of said Prosper Oaks LP tract;

THENCE N 02°06'10" E, 1767.38 feet along the east line thereof;

THENCE S 88°23'11" E, 1111.78 feet along the south line thereof to the POINT OF BEGINNING with the subject tract containing 743,582 square feet or 17.070 acres of land.

EXHIBIT A-2

Owner B Property Description

BEING a tract of land situated in the H. RUE SURVEY, ABSTRACT NO. 1111, in Denton County, Texas, being part of that same tract of land conveyed to Sammie Jean Carey and John C. Carey by deed recorded in Volume 2336, Page 541 of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8 inch iron rod found for corner at the most Westerly Northwest corner of said Carey tract, said point being the Southwest corner of a tract of land conveyed to Mike A. Myers Investment Holdings, L.P. by deed recorded in Instrument No. 2005-33382 of the Deed Records of Denton County, Texas;

THENCE South 89 degrees 11 minutes 35 seconds East, along the South line of said Mike A. Myers Investment Holding, L.P. tract, a distance of 1163.26 feet to a PK nail found, said point being the Southeast corner of said Mike A. Myers Investment Holdings, L.P. tract;

THENCE South 89 degrees 11 minutes 35 seconds East, a distance of 560.18 feet to a PK nail set in Parvin Road, in asphalt for corner, said point being the Point of Beginning and the Northwest corner of herein described tract;

THENCE South 89 degrees 11 minutes 35 seconds East, along said Parvin Road, a distance of 180.70 feet to a 1/2 inch iron rod set for angle point with a yellow cap stamped (DC&A INC);

THENCE South 56 degrees 24 minutes 19 seconds East, a distance of 142.09 feet to a PK nail set in asphalt for corner, said point being the Northeast corner of herein described tract;

THENCE South 00 degrees 41 minutes 42 seconds West, departing said Parvin Road, a distance of 711.49 feet to a 1/2 inch iron rod set for corner with a yellow cap stamped (DC&A INC), said point being the Southeast corner of herein described tract;

THENCE North 89 degrees 18 minutes 18 seconds West, a distance of 300.00 feet to a 1/2 inch iron rod set for corner with a yellow cap stamped (DC&A INC), said point being the Southwest corner of herein described tract;

THENCE North 00 degrees 41 minutes 42 seconds East, a distance of 789.02 feet to the POINT OF BEGINNING and containing 232,027.22 square feet or 5.3266 acres of land.

EXHIBIT A-3

Owner C Property Description

Being a tract of land situated in the H. Rue Survey, Abstract No. 1111, in Denton County, Texas, being part of that same tract of land conveyed to Sammie Jean Carey and John C. Carey by deed recorded in Volume 2336, Page 541 of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a 3/8 inch iron rod found for corner at the most westerly Northwest corner of said Carey tract, said point being the Southwest corner of a tract of land conveyed to Amanda S. Myers Irrevocable Asset Trust, by deed recorded in Instrument No. 201100125051 of the Deed Records of Denton County, Texas;

Thence South 89 Degrees 11 Minutes 35 Seconds East, along the South line of said Myers tract, a distance of 1,163.26 feet to a PK nail found, said point being the Southeast corner of said Myers;

Thence South 89 Degrees 11 Minutes 35 Seconds East, a distance of 284.84 feet to a P/K nail set in Parvin Road (public right—of—way), in asphalt for corner, said point being the point of beginning;

Thence South 89 Degrees 11 Minutes 35 Seconds East, along said Parvin Road, a distance of 275.96 feet to a P/K nail set for corner;

Thence South 00 degrees 41 minutes 42 seconds West, a distance of 789.02 feet to a 1/2 inch iron rod set for corner;

Thence North 89 degrees 18 minutes 18 seconds West, a distance of 275.96 feet to a 1/2 inch iron rod set for corner;

Thence North 00 degrees 41 minutes 42 seconds East, a distance of 789.56 feet to the point of beginning containing 217,815 square feet or 5.00 acres of land.

EXHIBIT B

Building Materials and Architectural Regulations

- 1. Dwelling units shall be in general conformance with one of the home styles shown in the renderings included with Attachment 1, with regard to design. Materials shall be governed by Section 2 below. The property owner or developer shall submit building elevations with the application for a building permit. The Town will approve the building elevations if they substantially conform to the requirements of this Section 1 and Section 2 below. The architectural styles depicted on Attachment 1 are an example of the different styles that homes must be in general conformance with (e.g., each separate home will be in general conformance with one of the styles shown). Building elevations are not required to exactly match or be the same color palette as what is shown on Attachment 1 so long as they are in general conformance with one of the styles on Attachment 1. The applicant may submit alternate/different elevations that do not comply with the requirements of this Exhibit B (e.g., are a different style/design than Attachment 1 or deviate from Section 2) and such alternate elevations may be approved by the Town's Development Services Director or his/her designee ("Development Services Director"), except that any elevations that differ by more than ten percent (10%) from the percentages required pursuant to Section 2 herein will require review by the Planning & Zoning Commission and approval by the Town Council.
- 2. The exterior facades of a main building or structure, excluding windows, doors and area above the roof line shall comply with the following requirements:
- i. The exterior facades shall be constructed of 100 percent (100%) masonry, unless otherwise specified herein.
- ii. Cementitious fiber board is considered masonry, but may only constitute:
 - 1. For the front façade of any home: Up to fifty percent (50%) of stories other than the first story on the front façade of a residential home¹, except for the modern farmhouse and craftsman styles as noted below. Cementitious fiber board may be used as a façade cladding material for portions of upper stories on the front façade of a home that are in the same vertical plane as the first story so long as the home generally complies with one of the architectural styles included with *Attachment 1*; and
 - 2. <u>For the side and rear facades of any home</u>: Up to twenty percent (20%) of all stories on the side and rear facades of a residential home (e.g., eaves, soffits, and rear gables above the first floor).

¹ For clarification, up to 100 percent (100%) of the first story on the front façade of any residential home may be cementitious fiberboard.

- iii. Unless an alternate material is approved by the Development Services Director of the City or his/her designee (the "Development Services Director"), any portion of an upper story, excluding windows, architectural features or area above the roof line, that faces Parvin Road or Frontier Parkway shall be 100 percent (100%) masonry and shall not be comprised of cementitious fiber board except for eaves, soffits, and rear gables (which may be comprised of cementitious fiber board).
- iv. Unless an alternate material is approved by the Development Services Director, any portion of an upper story, excluding windows, architectural features or area above the roof line, that faces and fronts on public or private open space, public or private parks, or the Hike and Bike Trail, shall be 100 percent masonry and may be comprised of cementitious fiber board subject to the limitations in Section 2(ii) above.
- v. Unless an alternate material is approved by the Development Services Director, the exterior cladding of chimneys shall be brick, natural or manufactured stone, or three coat stucco.
- vi. Notwithstanding any limitation above, for modern farmhouse and craftsman style homes, cementitious fiber board is considered masonry, and may constitute up to eighty percent (80%) of stories other than the first story on the front façade of a residential home. The modern farmhouse and craftsman style homes are shown in the renderings included with *Attachment 1*.
- vii. Notwithstanding any limitation above, cementitious fiber board may be used for architectural features, including window box-outs, gables, bay windows, roof dormers, garage door headers, columns, exposed sidewalls/gable ends above lower roofs, exposed rafter tails, or other architectural features approved by the Development Services Director.
- viii. Masonry Construction means clay fired brick, natural and manufactured stone, granite, marble, three-coat stucco, and cementitious fiber board (subject to the limitations in this section) as exterior construction materials for all residential structures. Three-coat stucco means stucco applied using a three-step process over diamond metal lath mesh to a minimum of seven-eighths of an inch thickness or by other process producing comparable cement stucco finish with equal or greater strength and durability specifications.
- ix. An applicant may appeal any denial by the Development Services Director to a request for approval of an alternate material (as noted above) to the Town's Planning & Zoning Commission and may appeal the Planning & Zoning Commission's decision to the Town Council.
- x. The primary massing of the roof on the main residential building shall have a minimum slope of 6:12. Accessory roof structures (including, but not limited to garages) and architectural features shall have a minimum slope of 1.25:12.

- xi. Roof material shall be standing seam copper, standing seam metal, natural slate shingles, imitation slate shingles, cementitious tile, or composition 30-year laminated shingles or other approved roof materials. "Other approved roof materials" mean roof materials other than listed herein that are approved by the Development Services Director.
- 3. The requirements in this **Exhibit B** shall apply in lieu of any exterior construction, building materials or design requirements in the Town's Zoning Ordinance and shall be the exclusive exterior construction, building materials, and design requirements that apply to the development of the Property.

Attachment 1 to Exhibit B Architectural Styles

(see attached)



TUDOR



HIGH PLAINS



TRANSITIONAL



MODERN FARMHOUSE



CLASSIC



MEDITERRANEAN



CHATEAU



HILL COUNTRY



SPANISH



TRADITIONAL



MISSION



CRAFTSMAN

PLANNING



To: Planning & Zoning Commission Item No. 5

From: Dakari Hill, Senior Planner

Through: David Hoover, AICP, Director of Development Services

Cc: Suzanne Porter, AICP, Planning Manager

Re: Comprehensive Plan Amendment for Prosper Oaks

Meeting: June 17, 2025

Agenda Item:

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

Description of Agenda Item:

The purpose of this request is to amend the Future Land Use Plan from Medium Density Residential to High Density Residential to allow for an age-restricted single-family residential development. The development consists of 525 single-family homes on 191.7± acres, bringing the density of the development to 3.0 units per acre. This exceeds the allowed density within Medium Density Residential of 2.5 units per acre, requiring an amendment to High Density Residential.

Rezoning requests, which do not conform to the Future Land Use Plan, shall be accompanied by a request to amend the Future Land Use Plan. The Comprehensive Plan document anticipates the Town will encounter "development proposals that do not directly reflect the purpose and intent of the land use pattern as shown on the Future Land Use Plan map."

Land use districts designated on the Future Land Use Plan are intended to depict general areas where land uses are considered appropriate for an area, and such districts are not intended to be parcel specific. If the Planning & Zoning Commission and Town Council believe the property is more appropriately classified as High Density Residential on the Future Land Use Plan, then it would be appropriate to reclassify the property.

Page 1 of 3 177

Comprehensive Factors:

Changes in overall development patterns that deviate from the Future Land Use Plan's recommendations could impact the ultimate capacity of the community.

The Future Land Use Plan states, "it should be incumbent upon the applicant making such a proposal to provide evidence that the proposal meets the aforementioned considerations, supports community goals and objectives as set forth within this Plan, and represents long term economic and/or social benefits for the community as a whole, not just a short-term financial gain for whoever is developing the project."

The Future Land Use Plan recommends that "development proposals that are inconsistent with the Future Land Use Plan map (or that do not meet its general intent)" should be reviewed based on the following questions and should be reviewed on their own merit. The responses from the applicant to each criterion are listed below:

1. Will the proposed change enhance the site and the surrounding area?

"The community sits adjacent to the Doe Branch corridor which provides an abundance of open space not previously accessible to the public. A system of trails and open space enhancements will be elements constructed within the community to connect residents to the Doe Branch ecosystem. The community will be designed in accordance with the zoning and subdivision standards of the Town of Prosper; moreover, the attached Planned Development District will further layout the overall concept for the Prosper Oaks community with its amenities."

2. Is the proposed change a better use than that originally envisioned and depicted on the Future Land Use Plan map?

- "The east portion of the tract aligns with the Future Land Use Plan while the west portion of the tract fulfills a need for senior housing in the Town of Prosper. The proposed uses are in separate school districts, but the entire neighborhood will be marketed and branded as one community."
- 3. Will the proposed use impact adjacent residential areas in a negative manner?
 - Not Answered.
- 4. Will the proposed use be compatible with and/or enhance adjacent residential uses?
 - "The residential uses do not change. Moreover, it creates two residential markets (i.e. market rate and age-qualified), thus accelerating completion of the trails systems and providing access to the open spaces along Doe Branch."

Page 2 of 3

178

5. Are uses adjacent to the proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility?

- "The community will be branded and operated in the same manner. It is currently surrounded and adjacent to both institutional and single-family residential. The compatibility will be carried through in the zoning documents and by way of developing in accordance with the development standards and regulations of the Town of Prosper."
- 6. Does the proposed use present a significant benefit to the public health, safety, welfare and/or social well-being of the community?
 - "No, the change seeks to add public tax base, while at the same time offering a community that fills needed segment of age-qualified, senior housing, capitalizing on a property that is uniquely split between two school districts (i.e. PISD and DISD)."

7. Would it contribute to the Town's long-term economic stability?

Not Answered.

The Future Land Use Plan also recommends that "it is important to recognize that proposals not directly consistent with the Plan could reflect higher and better long-term uses than those originally envisioned and shown on the Future Land Use Plan map for a particular area. This may be due to changing markets, demographics, and/or economic trends that occur at some point in the future after the Plan is adopted. If such changes occur, and especially if there are demonstrated significant social and/or economic benefits to the Town of Prosper, then these proposals should be approved, and the Future Land Use Plan map should be amended accordingly."

Legal Obligations and Review:

The Planning & Zoning Commission is required to hold a Public Hearing prior to acting on an amendment to the Future Land Use Plan.

Attached Documents:

- 1. Aerial Map
- 2. Future Land Use Exhibit
- 3. Request Letter
- 4. Boundary Exhibit

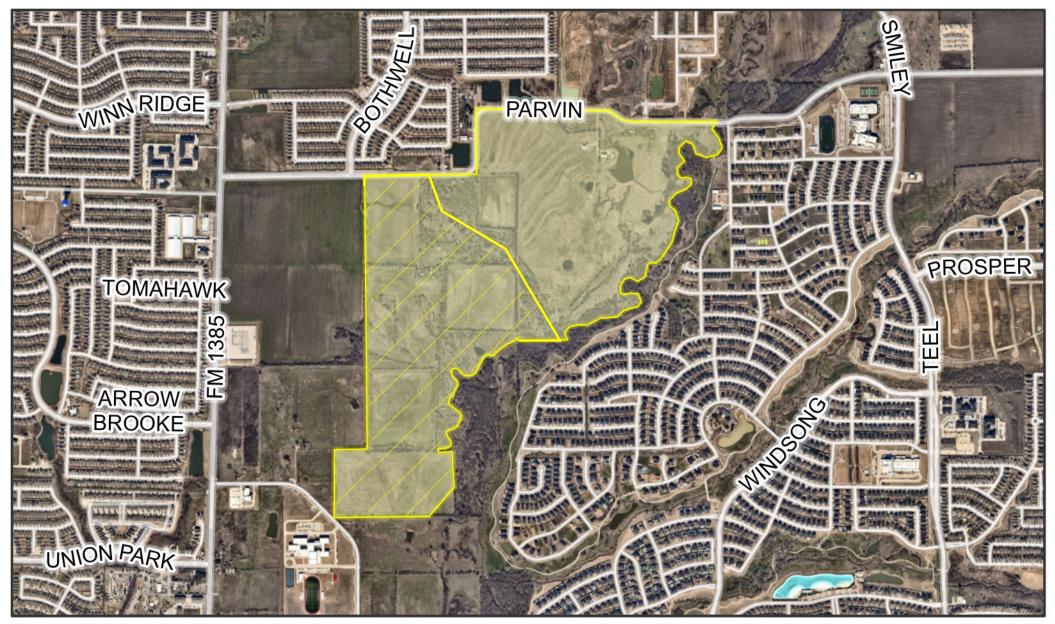
Town Staff Recommendation:

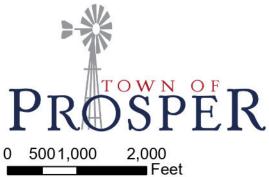
There are two options for a recommendation, subject to the action taken on the companion case (ZONE-24-0022) for the amendment to the Future Land Use Plan:

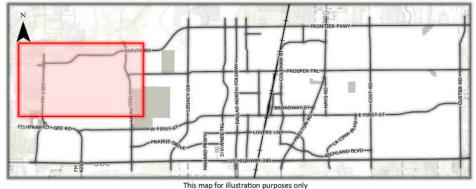
- 1. If the Planning & Zoning Commission recommends approval of the rezoning request, the Commission should recommend approval of the amendment to the Future Land Use Plan.
- 2. If the Planning & Zoning Commission recommends denial of the rezoning request, the Commission should recommend denial of the amendment to the Future Land Use Plan.

Town Council Public Hearing:

Upon a recommendation by the Planning & Zoning Commission, a Public Hearing for this item will be scheduled for the Town Council at their Regular meeting on July 22, 2025.







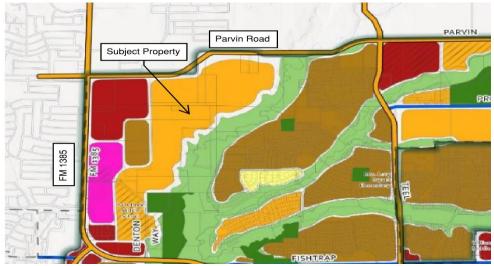
COMP-24-0002

Prosper Oaks

Comprehensive Plan Amendment

Future Land Use Exhibit







PAVING THE WAY FOR AMERICA'S LUXURY HOMEBUILDER

February 13, 2025

Suzanne Porter, AICP Planning Manager Town of Prosper 250 W. First Street Prosper, TX 75078

RE: Prosper Oaks FLUP Prosper, Texas

Dear Ms. Porter,

Toll Brothers is pleased to submit this Letter of Intent with our Future Land Use Plan Amendment for Prosper Oaks which is generally located east of FM 1385, west of Windsong Ranch, north of Noles Road, and South of Parvin Road / Frontier Parkway.

Prosper Oaks will consist of approximately ± 800 age-qualified and market rate residential lots situated on approximately 373.0 acres. The east portion of the community will consist of traditional detached single family residential homes with community trails, a central pond feature and amenity center as part of the amenity package. The Future Land Use Plan (FLUP) of the Town of Prosper currently allows the density required for this proposed section as the FLUP depicts this area as medium density residential. We are proposing SF-12.5 and SF-10 on this portion of the tract. However, the west portion is currently designed as a gated, age-qualified, detached single family home community for adults aged 55 and over. It will include an amenity center with a design that will focus on seniors, including, but not limited to, indoor meeting spaces, sports courts and medical office uses. The project will include active and passive amenities for the use of the Prosper Oaks and Prosper residents. The inclusion of the senior housing is not compatible with the current "Low Density" allowed by the current Future Land Use Plan designation is no longer appropriate.

While the land is in the Town of Prosper, this portion of the property is not in Prosper ISD, rather it is in the Denton ISD. To avoid a situation where the community is split between districts, we have elected to brand the community as one community. Moreover, we plan to introduce the senior housing on the Denton ISD side.

With this submittal, included below are response to following questions:

Will the proposed change enhance the site and the surrounding area?

Response: The community sits adjacent to the Doe Branch corridor which provides an abundance of open space not previously accessible to the public. A system of trails and open space enhancements will be elements constructed within the community to connect residents to the Doe Branch ecosystem. The community will be designed in accordance with the zoning and subdivision standards of the Town of Prosper; moreover, the attached Planned Development District will further layout the overall concept for the Prosper Oaks community with its amenities.

• Is the proposed change a better use than that originally envisioned and depicted on the Future Land Use Plan map?

Response: The east portion of the tract aligns with the FLUP while the west portion of the tract fulfills a need for senior housing in the Town of Prosper. The proposed uses are in separate school districts, but the entire neighborhood will be marketed and branded as one community.

Will the proposed use be compatible with and/or enhance adjacent residential uses?

Response: The residential uses do not change. Moreover, it creates two residential markets (i.e. market rate and age-qualified), thus accelerating completion of the trails systems and providing access to the open spaces along Doe Branch.

 Are uses adjacent to the proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility?

Response: The community will be branded and operated in the same manner. It is currently surrounded and adjacent to both institutional and single-family residential. The compatibility will be carried through in the zoning documents and by way of developing in accordance with the development standards and regulations of the Town of Prosper.

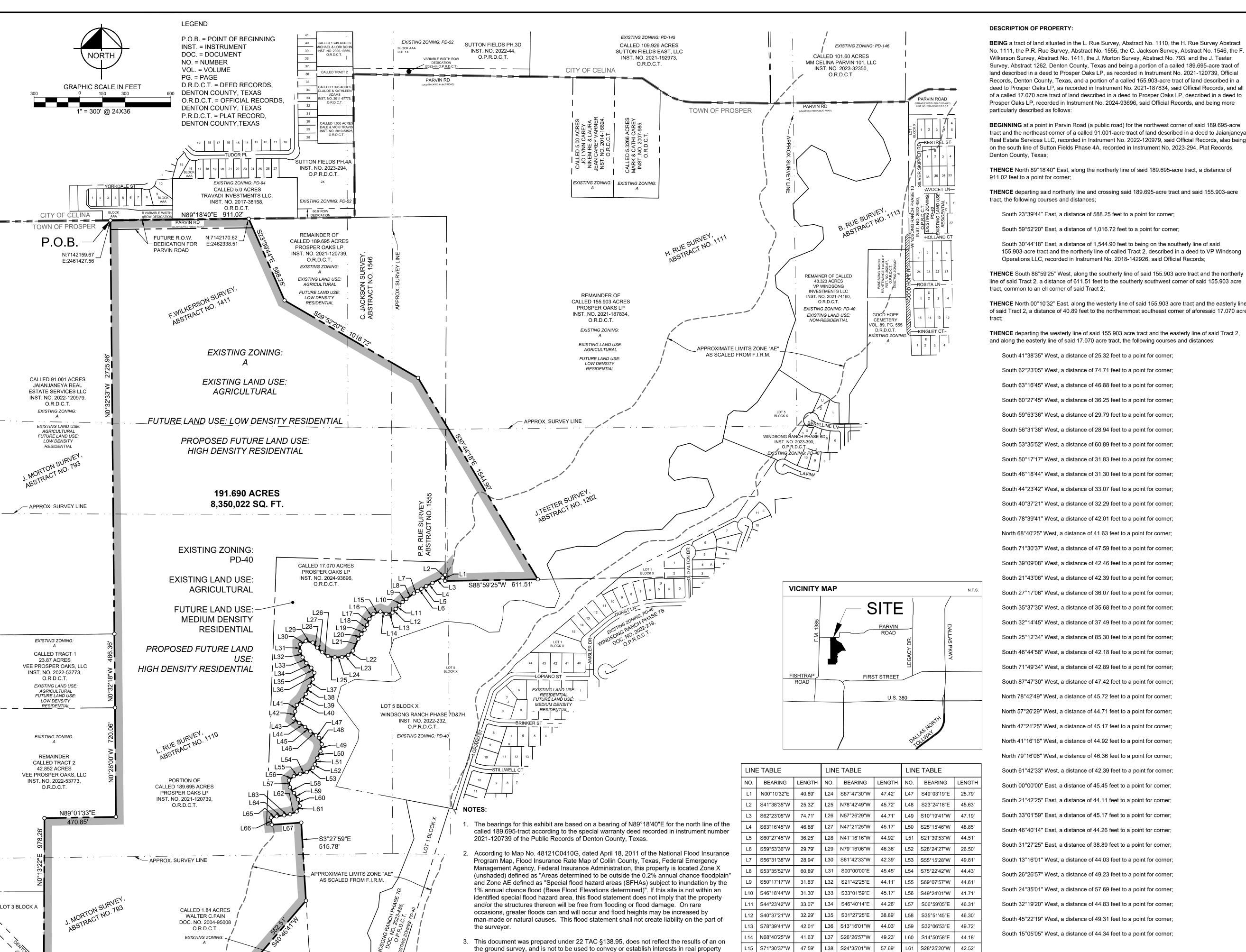
• Does the proposed use present a significant benefit to the public health, safety, welfare and/or social well-being of the community?

Response: No. The change seeks to add public tax base, while at the same time offering a community that fills a needed segment of age-qualified, senior housing, capitalizing on a property that is uniquely split between to school districts, i.e. PISD and DISD.

Please contact me at 817-329-7973 should you have any questions regarding our request.

Thank you,

Mike Boswell, VP of Land Development Dallas/Austin Land Development



except those rights and interests implied or established by the creation or reconfiguration of

the boundary of the political subdivision for which it was prepared. Coordinates shown

4. The thoroughfare alignment shown on this exhibit is for illustration purposes and does not

5. Requested for a proposed Planned Development (Prosper Oaks, ZONE-24-0022) for Single

hereon are based upon online data and have not been field verified.

Family Residential with 55 ft, 65 ft, and 75 ft. wide lots.

6. Gross Area: 191.7Acres

Net Area: 178.1 Acres

Net Density: ±2.8 units/acre

set the alignment. The alignment is determined at the time of Final Plat.

S89°21'41"W 1002.31' ——/

CALLED TRACT 3

23.507 ACRES

TOWN OF PROSPER

INST. NO. 2022-69025

EXISTING ZONING: PD-40

\ LOT 4 BLOCK ₽

N:7137241.20

E:2460989.22

LOT 1 BLOCK A

LOTS 1-5, BLOCK A

INST. NO. 2023-375,

O.P.R.D.C.T.

EXISTING ZONING:

EXISTING LAND USE:

NON-RESIDENTIAL

IDDLE SCHOOL #9 ADDITION

N:7137256.86 \

E:2462354.86

REMAINDER CALLED TRACT 2

217.596 ACRES

INST. NO. 2018-142926,

EXISTING LAND USE:

RESIDENTIAL

FUTURE LAND USE:

MEDIUM DENSITY

RESIDENTIAL

O.R.D.C.T.

WINDSONG OPERATIONS LLC

S39°09'08"W 42.46'

S21°43'06"W 42.39'

S27°17'06"W 36.07'

S35°37'35"W 35.68'

S32°14'45"W 37.49'

S25°12'34"W 85.30'

_22 S46°44'58"W 42.18'

L23 | S71°49'34"W | 42.89' |

L39 | S32°19'20"W |

L40 S45°22'19"W 49.31'

S12°20'28"W 47.05'

S51°32'13"E | 47.72'

S55°21'56"E 46.41'

S49°57'16"E 45.99'

L46 S55°15'58"E 45.45'

44.34'

S15°05'05"W

_62 | S67°49'43"W |

L63 | S79°32'39"W | 40.33'

L64 S81°37'04"W 49.99'

L65 | S78°01'30"W | 36.45'

L66 S05°35'13"E 47.57'

L67 N85°47'35"E 194.03'

DESCRIPTION OF PROPERTY:

BEING a tract of land situated in the L. Rue Survey, Abstract No. 1110, the H. Rue Survey Abstract No. 1111, the P.R. Rue Survey, Abstract No. 1555, the C. Jackson Survey, Abstract No. 1546, the F. Wilkerson Survey, Abstract No. 1411, the J. Morton Survey, Abstract No. 793, and the J. Teeter Survey, Abstract 1262, Denton County, Texas and being a portion of a called 189.695-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-120739, Official Records, Denton County, Texas, and a portion of a called 155.903-acre tract of land described in a deed to Prosper Oaks LP, as recorded in Instrument No. 2021-187834, said Official Records, and all of a called 17.070 acre tract of land described in a deed to Prosper Oaks LP, described in a deed to Prosper Oaks LP, recorded in Instrument No. 2024-93696, said Official Records, and being more particularly described as follows:

BEGINNING at a point in Parvin Road (a public road) for the northwest corner of said 189.695-acre tract and the northeast corner of a called 91.001-acre tract of land described in a deed to Jaianjaneya Real Estate Services LLC, recorded in Instrument No. 2022-120979, said Official Records, also being on the south line of Sutton Fields Phase 4A, recorded in Instrument No, 2023-294, Plat Records,

THENCE North 89°18'40" East, along the northerly line of said 189.695-acre tract, a distance of 911.02 feet to a point for corner;

THENCE departing said northerly line and crossing said 189.695-acre tract and said 155.903-acre

South 23°39'44" East, a distance of 588.25 feet to a point for corner;

South 59°52'20" East, a distance of 1,016.72 feet to a point for corner;

South 30°44'18" East, a distance of 1.544.90 feet to being on the southerly line of said

155.903-acre tract and the northerly line of called Tract 2, described in a deed to VP Windsong Operations LLC, recorded in Instrument No. 2018-142926, said Official Records;

line of said Tract 2, a distance of 611.51 feet to the southerly southwest corner of said 155.903 acre tract, common to an ell corner of said Tract 2; **THENCE** North 00°10'32" East, along the westerly line of said 155.903 acre tract and the easterly line

of said Tract 2, a distance of 40.89 feet to the northernmost southeast corner of aforesaid 17.070 acre

THENCE departing the westerly line of said 155.903 acre tract and the easterly line of said Tract 2, and along the easterly line of said 17.070 acre tract, the following courses and distances:

South 41°38'35" West, a distance of 25.32 feet to a point for corner; South 62°23'05" West, a distance of 74.71 feet to a point for corner;

South 63°16'45" West, a distance of 46.88 feet to a point for corner;

South 60°27'45" West, a distance of 36.25 feet to a point for corner;

South 59°53'36" West, a distance of 29.79 feet to a point for corner;

South 56°31'38" West, a distance of 28.94 feet to a point for corner;

South 53°35'52" West, a distance of 60.89 feet to a point for corner;

South 50°17'17" West, a distance of 31.83 feet to a point for corner;

South 46°18'44" West, a distance of 31.30 feet to a point for corner;

South 44°23'42" West, a distance of 33.07 feet to a point for corner;

South 40°37'21" West, a distance of 32.29 feet to a point for corner;

South 78°39'41" West, a distance of 42.01 feet to a point for corner;

North 68°40'25" West, a distance of 41.63 feet to a point for corner;

South 39°09'08" West, a distance of 42.46 feet to a point for corner;

South 21°43'06" West, a distance of 42.39 feet to a point for corner:

South 27°17'06" West, a distance of 36.07 feet to a point for corner;

South 32°14'45" West, a distance of 37.49 feet to a point for corner;

South 25°12'34" West, a distance of 85.30 feet to a point for corner;

South 46°44'58" West, a distance of 42.18 feet to a point for corner;

South 71°49'34" West, a distance of 42.89 feet to a point for corner;

South 87°47'30" West, a distance of 47.42 feet to a point for corner;

North 78°42'49" West, a distance of 45.72 feet to a point for corner;

North 57°26'29" West, a distance of 44.71 feet to a point for corner;

North 47°21'25" West, a distance of 45.17 feet to a point for corner;

North 41°16'16" West, a distance of 44.92 feet to a point for corner;

South 61°42'33" West, a distance of 42.39 feet to a point for corner;

South 00°00'00" East, a distance of 45.45 feet to a point for corner;

South 21°42'25" East, a distance of 44.11 feet to a point for corner;

South 33°01'59" East, a distance of 45.17 feet to a point for corner;

South 46°40'14" East, a distance of 44.26 feet to a point for corner;

South 31°27'25" East, a distance of 38.89 feet to a point for corner; South 13°16'01" West, a distance of 44.03 feet to a point for corner;

South 26°26'57" West, a distance of 49.23 feet to a point for corner;

South 24°35'01" West, a distance of 57.69 feet to a point for corner;

South 32°19'20" West, a distance of 44.83 feet to a point for corner;

South 45°22'19" West, a distance of 49.31 feet to a point for corner;

SYLVIANA GUNAWAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6461 6160 WARREN PKWY.. SUITE 210 FRISCO, TEXAS 75034 PH. 972-335-3580

sylviana.gunawan@kimley-horn.com



OWNER Prosper Oaks LP 9111 Cypress Waters Blvd Suite 140 Coppell, Texas 75019 Ph: (937)-219-4987 Contact: Vijay Borra

South 12°20'28" West, a distance of 47.05 feet to a point for corner; South 51°32'13" East, a distance of 47.72 feet to a point for corner; South 55°21'56" East, a distance of 46.41 feet to a point for corner; South 49°57'16" East, a distance of 45.99 feet to a point for corner; South 55°15'58" East, a distance of 45.45 feet to a point for corner; South 49°03'19" East, a distance of 25.79 feet to a point for corner; South 23°24'18" East, a distance of 45.63 feet to a point for corner; South 10°19'41" West, a distance of 47.19 feet to a point for corner; South 25°15'46" West, a distance of 48.85 feet to a point for corner; South 21°39'53" West, a distance of 44.51 feet to a point for corner; South 28°24'27" West, a distance of 26.50 feet to a point for corner; South 55°15'28" West, a distance of 49.81 feet to a point for corner; South 75°22'42" West, a distance of 44.43 feet to a point for corner; South 69°07'57" West, a distance of 44.61 feet to a point for corner; South 49°24'01" West, a distance of 41.71 feet to a point for corner; South 06°59'05" East, a distance of 46.31 feet to a point for corner; South 35°51'45" East, a distance of 46.30 feet to a point for corner; South 32°06'53" East, a distance of 49.72 feet to a point for corner; South 14°50'58" East, a distance of 44.18 feet to a point for corner; South 28°25'20" West, a distance of 42.52 feet to a point for corner;

South 67°49'43" West, a distance of 46.70 feet to a point for corner;

South 79°32'39" West, a distance of 40.33 feet to a point for corner;

South 81°37'04" West, a distance of 49.99 feet to a point for corner:

South 78°01'30" West, a distance of 36.45 feet to a point for corner;

South 05°35'13" East, a distance of 47.57 feet to the southernmost southeast corner of said 17.070 acre tract, being on the westerly line of said Tract 2 and the easterly line of aforesaid 189.695 acre tract;

THENCE North 85°47'35" East, along the westerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 194.03 feet to an ell corner of said Tract 2, common to a northeast corner of said 189.695 acre tract;

THENCE South 03°27'59" East, continuing along the westerly line of said Tract 2 and the easterly line of said 189.695 acre tract, a distance of 515.78 feet to the northerly southeast corner of said 189.695 acre tract. common to the north corner of a called 1.84-acre tract of land described in a certified copy of probate to Walter C. Fain, recorded in Document No. 2004-95008, said Official Records;

THENCE South 40°46'41" West, departing said westerly line, and along the northwesterly line of said 1.84-acre tract, same being the southeasterly line of said 189.695-acre tract, a distance of 552.51 feet to the southwest corner of said 1.84-acre tract, also being on the northerly line of a called 23.507 acre tract of land described as Tract 3 in a deed to Town of Prosper, as recorded in Instrument No. 2022-69025, said Official Records;

THENCE South 89°21'41" West, along the northerly line of said Tract 3, and said southerly line, a distance of 1,002.31 feet to the northwest corner of said Tract 3 and the easternmost northeast corner of the Middle School #9 Addition, recorded in Instrument No. 2023-375, said Plat Records;

THENCE South 89°17'30" West, continuing along said southerly line, and along the northerly line of said Middle School #9 Addition, a distance of 363.42 feet to the southwest corner of said 189.695-acre tract, common to an ell corner of said Middle School #9 Addition;

THENCE along the westerly line of said 189.695-acre tract, and the easterly line of said Middle School addition, and a called Tract 1 and a called Tract 2, described in a deed to VEE Prosper Oaks, LLC, recorded in Instrument No. 2022-53773, said Official Records, and the aforesaid 91.001-acre tract, the following courses and distances:

North 00°13'22" East, a distance of 978.26 feet to an ell corner of said Tract 2, common to the southernmost northwest corner of said 189.695-acre tract:

North 89°01'33" East, a distance of 470.85 feet to an ell corner of said 189.695-acre tract;

North 00°28'00" West, a distance of 720.06 feet to the northeast corner of said Tract 2, common to the southeast corner of said Tract 1;

North 00°32'18" West, a distance of 486.36 feet to the northeast corner of said Tract 1, common to the southeast corner of said 91.001-acre tract;

North 00°32'33" West, a distance of 2,725.96 feet to the **POINT OF BEGINNING** and containing 8,350,022 square feet or 191.690 acres of land, more or less.

> **EXHIBIT A-1** PROSPER OAKS

191.690 ACRES

CASE NO. COMP-24-0002

L. RUE SURVEY, ABSTRACT NO. 1110; H. RUE SURVEY, ABSTRACT NO. 1111; P.R. RUE SURVEY, ABSTRACT NO. 1555; C. JACKSON SURVEY, ABSTRACT NO. 1546; F. WILKERSON SURVEY, ABSTRACT NO. 1411; J. MORTON SURVEY, ABSTRACT NO. 793; J. TEETER SURVEY, ABSTRACT 1262 TOWN OF PROSPER, DENTON AND COLLIN COUNTY, TEXAS PREPARATION DATE: JUNE 12, 2025

Frisco, Texas 75034 FIRM # 10193822 Fax No. (972) 335-3779 Project No. Drawn by GGL 1 OF 1 1" = 300' KHA 06/12/2025 068625036 DEVELOPER: Toll Southwest, LLC. 2555 SW Grapevine Parkway Grapevine, TX 76051 Ph: (817) 329-7973 contact: Mike Boswell **ENGINEER:**

Kimley-Horn and Associates, Inc. 6160 Warren Parkway, Suite 210 Frisco, Texas 75034 Ph: 972.335.3580 Contact: Casey Ross, P.E.