

SCALE 1" = 100' SEPTEMBER 2023

SHEET 1 OF 3

0 50 100

| 1 20' REAR BUILDING LINE

20 FRONT BUILDING LINE

PROPOSED STREET

LOCATION

VICINITY MAP

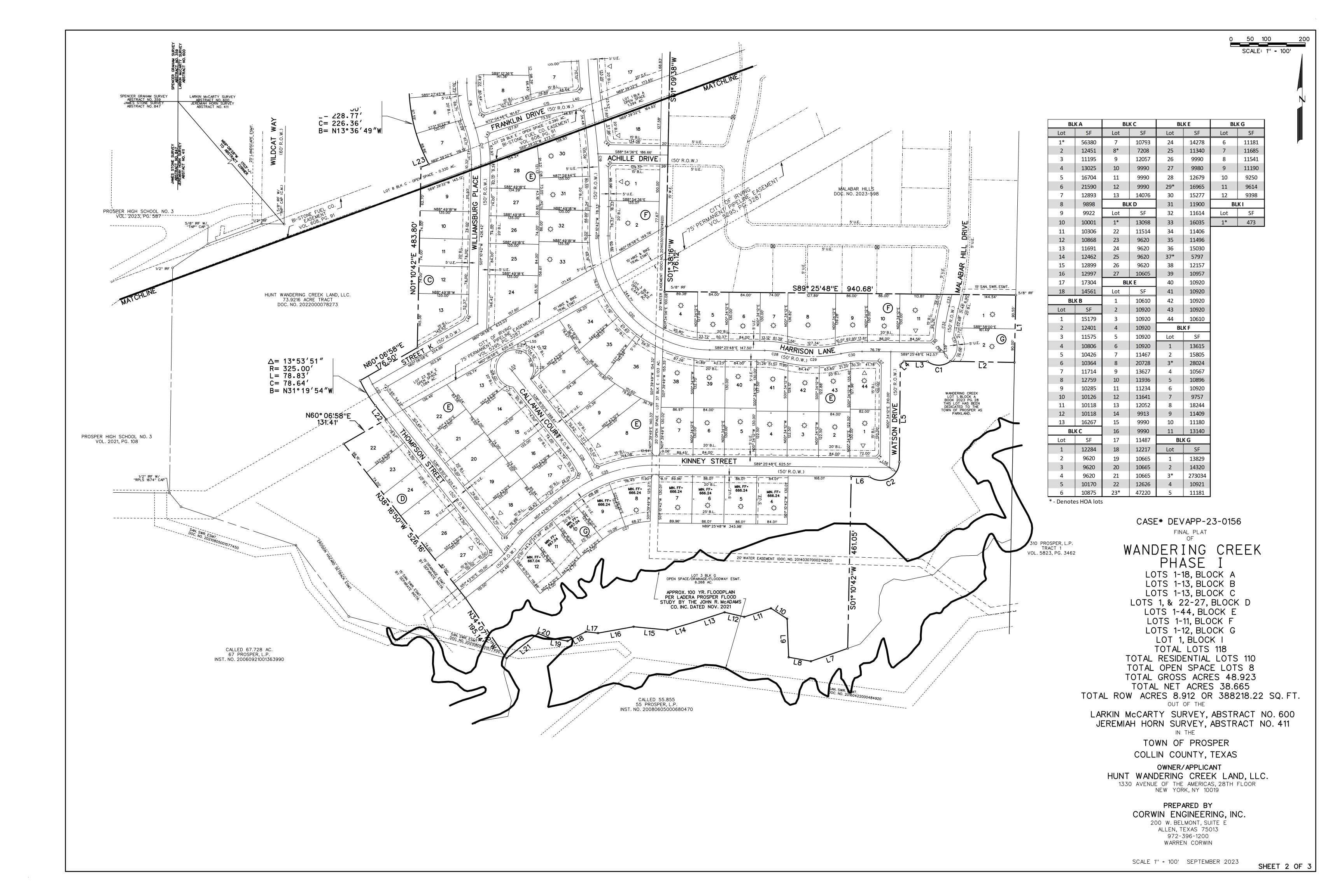
N.T.S.

TYPICAL DETAIL

N.T.S.

5' UTILITY ESM

SCALE: 1" = 100'



LEGAL DESCRIPTION BEING, a tract of land situated in the Larkin McCarty Survey, Abstract Number 600 and the Jeremiah Horn Survey, Abstract No. 411, in the Town of Prosper, Collin County, Texas, being part of 73.9216 acre tract, as described in Doc. No. 2022000078273 in the Deed Records of Collin County, Texas, and being more particularly described as follows: BEGINNING, at a 1/2 inch iron rod found at the northwest corner of Malabar Hills, an addition to the Town of Prosper, as described in Doc. No. 2023-598 in Plat Records of Collin County, Texas and being in the south line of First Street (Variable R.O.W.); THENCE, South 00° 55'19" West, along the west line said Malaber Hills and the east line of said 73.9216 acre tract, for a distance of 628.71 feet, to a 5/8 inch iron rod found; THENCE, South 01° 09'38" West, continuing along said lines, for a distance of 889.76 feet, to a 1/2 inch iron rod found; THENCE, South 01° 38'16" West, continuing along said lines, for a distance of 176.12 feet, to a 5/8 inch iron rod found at the southwest corner of said Malabar Hills and being an ell corner of said 73.9216 acre tract; THENCE, South 89° 25'48" East, along the south line of said Malabar Hills and a north line of said 73.9216 acre tract, for a distance of 940.68 feet, to a 5/8 inch iron found at the southeast corner of said Malabar Hills being the most easterly northeast corner of said 73.9216 acre tract; THENCE, South 01° 05'52" West, along the east line of said 73.9216 acre tract, for a distance of 654.70 feet, to a point in THENCE, along the south line of said 73.9216 acre tract and along the centerline of said creek for the following thirty (30) calls: South 67° 45'09" West, for a distance of 26.27 feet;
North 67° 17'57" West, for a distance of 26.43 feet; North 61°1/'5/" West, for a distance of 20.43 feet; South 30°50'48" West, for a distance of 29.95 feet; South 54°00'34" West, for a distance of 33.82 feet; South 88°20'15" West, for a distance of 43.05 feet; South 79°24'29" Wet, for a distance of 28.31 feet; South 45°49'02" West, for a distance of 63.91 feet; South 78°13'58" West, for a distance of 27.16 feet; North 79°43'00" West, for a distance of 27.16 feet; 79° 43'00" West, for a distance of 59° 06'56" West, for a distance of 59° 06'56" West, for a distance of 31.91 feet; 20° 52'18" West, for a distance of 31.91 feet; 01° 06'55" West, for a distance of 24.02 feet; 1 06° 19'53" West, for a distance of 21.59 feet; 1 21° 05'52" East, for a distance of 21.98 feet; 1 42° 07'51" West, for a distance of 84.32 feet; 1 70° 40'49" West, for a distance of 139.88 feet; 1 70° 39'39" West for a distance of 60.66 feet; 1 feet; 79° 38'38" West, for a distance of 60.66 feet; 02° 19'14" West, for a distance of 103.20 feet; 57° 03'11" West, for a distance of 51.44 feet; North 57° 03'11" West, for a distance of 51.44 feet; South 72° 07'04" West, for a distance of 75.19 feet; North 76° 44'25" West, for a distance of 54.20 feet; South 72° 06'16" West, for a distance of 92.62 feet; South 73° 43'45" West, for a distance of 67.95 feet; North 84° 26'40" West, for a distance of 90.84 feet; South 79° 47'16" West, for a distance of 96.95 feet; North 83° 45'07" West, for a distance of 54.72 feet; South 62° 57'59" West, for a distance of 54.72 feet; North 79° 36'21" West, for a distance of 53.18 feet; North 67° 45'22" West, for a distance of 28.74 feet; South 51° 52'42" West, for a distance of 107.35 feet; THENCE, North 34° 07'12" West, departing said creek and continuing along said south line, for a distance of 437.24 feet, to a 1/2 inch iron rod found; <u>THENCE, North 34°07'12" West, for a distance of 195.14 feet, to a 1/2 inch iron rod set with a yellow cap stamped</u> THENCE, North 38° 16'50" West, for a distance of 526.16 feet, to a 1/2 inch iron rod set with a yellow cap stamped THENCE, North 60°06'58" East, for a distance of 131.41 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc."; THENCE, North 38° 16'50" West, for a distance of 46.89 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", at the point of curvature of a curve to the right, having a radius of 325.00 feet, a central angle of 13° 53'51"; THENCE, along said curve to the right for an arc distance of 78.83 feet (Chord Bearing North 31° 19'54" West- 78.64 feet), to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc."; THENCE, North 60°06'58" East, for a distance of 176.50 feet, to a 1/2 inch iron rod set with a yellow cap stamped THENCE, North 01° 10'42" East, for a distance of 483.80 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc."; THENCE, North 69° 39'32" East, for a distance of 22.43 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", on a curve to the right, having a radius of 455.00 feet, a central angle of 28° 48'26"; THENCE, along said curve to the right for an arc distance of 228.77 feet (Chord Bearing North 13° 36'49" West - 226.36 feet), to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", at the point of tangency; THENCE, North 00° 47'24" East, for a distance of 340.71 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc."; THENCE, North 13° 55'57" West, for a distance of 50.00 feet, to a 1/2 inch iron rod set with a yellow cap stamped THENCE, North 76°04'03" East, for a distance of 21.70 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", at the point of curvature of a curve to the left, having a radius of 1250.00 feet, a central angle of 03°21'51"; THENCE, along said curve to the left for an arc distance of 73.40 feet (Chord Bearing North 74° 23'08" East - 73.39 feet), to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc."; THENCE, North 17° 17'48" West, for a distance of 107.10 feet, to a 1/2 inch iron rod set with a yellow cap stamped THENCE, North 65° 21'21" West, for a distance of 31.63 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", on a non-tangent curve to the right, having a radius of 1179.00 feet, a central angle of 07° 02'23"; THENCE, along said curve to the right for an arc distance of 144.86 feet (Chord Bearing South 75° 37'26" West - 144.77 feet), to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc."; THENCE, South 89° 13'29" West, for a distance of 59.92 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", on a non-tangent curve to the right, having a radius of 1170.00 feet, a central angle of 05° 27'13" THENCE, along said curve to the right for an arc distance of 111.37 feet (Chord Bearing South 84° 45'39" West - 111.32 feet), to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc."; THENCE, South 44° 42'21" West, for a distance of 16.99 feet, to a 1/2 inch iron rod set with a yellow cap stamped THENCE, North 89° 12'36" West, for a distance of 10.74 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", in the east line of Wildcat Way (60' R.O.W.); THENCE, North 00° 47'16" East, along said east line, for a distance of 10.74 feet, to a 1/2 inch iron rod found; THENCE, North 44° 28'08" East, continuing along said east line, for a distance of 35.83 feet, to a 1/2 inch iron rod found in the south line of said First Street, being on a curve to the left, having a radius of 1145.00 feet, a central angle of 50° 27'37"; THENCE, along the south line of said First Street and with said curve to the left for an arc distance of 1008.40 feet (Chord Bearing North 62° 45'29" East - 976.12 feet), to a 1/2 inch iron rod found at the point of tangency; THENCE, North 37° 31'40" East, continuing along said south line, for a distance of 100.34 feet, to a 1/2 inch iron rod found at the point of curvature of a curve to the right, having a radius of 1055.00 feet, a central, angle of 07° 09'13"; THENCE, continuing along said south line and with said curve to the right for an arc distance of 131.72 feet (Chord Bearing North 41° 06'17" East 131.63 feet), to the POINT OF BEGINNING and containing 48.923 acres of land. SURVEYOR'S CERTIFICATE KNOW ALL MEN BY THESE PRESENTS that I, WARREN L. CORWIN, do hereby certify that I prepared this Plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivison regulations of the Town of Prosper, Texas. Before me, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared WARREN L. CORWIN, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purpose and consideration therein expressed and in the capacity therein stated. Given under my hand and seal of office, this_____day of_____, 2023.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS § COUNTY OF COLLIN §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, HUNT WANDERING CREEK LAND, LLC., acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as WANDERING CREEK, an addition to the Town of Prosper, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. The HUNT WANDERING CREEK LAND, LLC. does herein certify the following:

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 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 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.

10. 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.

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 H, 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 obstructions to the natural flow or 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 of consider erecting any type of drainage structure in order to improve the storm drainage that may 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 such damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure or structures, within the Easement.

The undersigned covenants and agrees that the landscape easement and restrictions herein set forth shallrun 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 shallbe borne by any "homeowners" association hereafter established for the owners of lots in this subdivision and/or the owners of the individual lots within this subdivision. Such maintenance and replacement shall be in conformance with the requirements, standards, and specifications of the Town of Prosper, as presently in effect or as may be hereafter amended. This provision may be enforced by specific performance or by any other remedy allowed by law. This Landscape Easement shall be void of utilities and drainage and other elements unless otherwise approved on the plat.

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.

DRAINAGE & 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 G, 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 personthat 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 To wn 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.

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 HUNT WANDERING CREEK LAND, LLC. STATE OF TEXAS COUNTY OF COLLIN BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared_ 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 _____ Notary Public, State of Texas CERTIFICATE OF APPROVAL Approved this_____ ___,2023 by the Planning & Zoning Commission of the Town of Prosper, Texas. _Town Secretary _Engineering Department

_Development Services Department

CASE* DEVAPP-23-0156 FINAL PLAT

WANDERING CREEK PHASE LOTS 1-18, BLOCK A LOTS 1-13, BLOCK B LOTS 1-13, BLOCK C LOTS 1, & 22-27, BLOCK D LOTS 1-44, BLOCK E LOTS 1-11, BLOCK F LOTS 1-12, BLOCK G LOT 1, BLOCK I TOTAL LOTS 118 TOTAL RESIDENTIAL LOTS 110 TOTAL OPEN SPACE LOTS 8 TOTAL GROSS ACRES 48.923 TOTAL NET ACRES 38.665 TOTAL ROW ACRES 8.912 OR 388218.22 SQ. FT. OUT OF THE

LARKIN McCARTY SURVEY, ABSTRACT NO. 600 JEREMIAH HORN SURVEY, ABSTRACT NO. 411

> TOWN OF PROSPER COLLIN COUNTY, TEXAS

OWNER/APPLICANT HUNT WANDERING CREEK LAND, LLC. 1330 AVENUE OF THE AMERICAS, 28TH FLOOR NEW YORK, NY 10019

> PREPARED BY CORWIN ENGINEERING, INC. 200 W. BELMONT, SUITE E ALLEN, TEXAS 75013 972-396-1200

> > WARREN CORWIN

SEPTEMBER 2023

SHEET 3 OF 3