

OWNER'S DEDICATION

STATE OF TEXAS

COUNTY OF COLLIN §

WHEREAS, CLC-PROSPER 380 1, LLC, is the owner of a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas and being all of Lot 3, Block B of Prosper Center, Block B, Lots 2, 3 and 4, according to the Revised Conveyance Plat thereof recorded in Volume 2021, Page 613 of the Plat Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at 5/8 inch iron rod with plastic cap stamped "KHA" set for the northeast corner of said Lot 3, common to the west end of the northerly terminus of Mahard Parkway, a variable width right-of-way, same being on a southerly line of a called 60.914 acre tract of land described in a deed to SC TW-380, LLC, as recorded in Instrument No. 20190724000876240 of the Official Public Records of Collin County, Texas;

THENCE South 00°26'47" West, departing said southerly line of said 60.914 acre tract, along an easterly line of said Lot 3 and the westerly right-of-way line of said Mahard Parkway, a distance of 219.61 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northerly southeast corner of said Lot 3, common to the northeast corner of Lot 2, Block B of said Prosper Center, Block B, Lots 2, 3 and 4;

THENCE North 89°47'12" West, departing the westerly right-of-way line of said Mahard Parkway and along a southerly line of said Lot 3 and the northerly line of said Lot 2, a distance of 302.27 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for an ell corner of said Lot 3, common to the northwest corner of said Lot 2;

THENCE South 00°04'01" East, along an easterly line of said Lot 3 and the westerly line of said Lot 2, a distance of 389.07 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southerly southeast corner of said Lot 3, common to the southwest corner of said Lot 2, same being on the northerly right-of-way line of Prairie Drive, a variable width right-of-way;

THENCE South 86°30'33" West, along the southerly line of said Lot 3 and the northerly right-of-way line of said Prairie Drive, a distance of 11.17 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE North 89°40'36" West, continuing along the southerly line of said Lot 3 and the northerly right-of-way line of said Prairie Drive, a distance of 190.38 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 5°33'55", a radius of 1145.00 feet, a chord bearing and distance of South 87°32'27" West, 111.17 feet;

THENCE in a southwesterly direction continuing along the southerly line of said Lot 3 and the northerly right-of-way line of said Prairie Drive, and with said curve to the left, an arc distance of 111.22 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set the southwest corner of said Lot 3, common to the southeast corner of Hills at Legacy, Phase 2, according to the Final Plat thereof recorded in Volume 2021, Page 617 of the Plat Records of Collin County, Texas;

THENCE North 05°14'31" West, departing the northerly right-of-way line of said Prairie Drive, along the westerly line of said Lot 3 and the easterly line of said Hills at Legacy, Phase 2, a distance of 25.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE North 14°46'04" East, continuing along the westerly line of said Lot 3 and the easterly line of said Hills at Legacy, Phase 2, a distance of 115.83 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE North 00°05'16" West, continuing along the westerly line of said Lot 3 and the easterly line of said Hills at Legacy, Phase 2, a distance of 478.36 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northwest corner of said Lot 3, common to the northeast corner of said Hills at Legacy, Phase 2, same being on the southerly line of a called 78.483 acre tract of land described in a deed to Legacy and First LP, as recorded in Instrument No. 20200618000919920 of the Official Public Records of Collin County, Texas:

THENCE South 89°40'36" East, along the northerly line of said Lot 3, the southerly line of said 78.48 acre tract and aforesaid southerly line of said 60.914 acre tract, a distance of 589.62 feet to the **POINT OF BEGINNING** and containing 5.581 acres (243,123 square feet) of land, more or less.

NOW. THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT **CLC-PROSPER 380 1**, **LLC**, acting herein by and through its duly authorized officer, does hereby certify and adopt this plat designating the herein above described property as **PROSPER CENTER**, **BLOCK B**, **LOT 3**, an addition to the Town of Prosper, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. **CLC-PROSPER 380 1**, **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 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.

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

BY: CLC-PROSPER 380 1, LLC, a Texas limited liability company

its Manager

By: _____

Alex Leestock, President

STATE OF TEXAS

COUNTY OF COLLIN

WITNESS, my hand, this the _____

By: Cloudloft Management, LLC

Before me, the undersigned authority, on this day personally appeared Alex Leestock, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed and in the capacity therein stated.

Given	under m	y hand ar	nd seal of	office on tl	nis the $__$	day of	, 2022.

Votary	Public	In And	For The	State C	of Texas

Printed Name

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 Lot 23, Block C, and Lot 24, Block C as shown on the plat are 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 w

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 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

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.

VISIBILITY AND MAINTENANCE EASEMENT

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 landscaping 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.

LANDSCAPE EASEMENT

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

KNOW ALL MEN BY THESE PRESENTS:

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

PRELIMINAR'
THIS DOCUMENT SHALL

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

STATE OF TEXAS §

SYLVIANA GUNAWAN

FRISCO, TEXAS 75034

PH. 972-335-3580

REGISTERED PROFESSIONAL

6160 WARREN PARKWAY, SUITE 210

sylviana.gunawan@kimley-horn.com

LAND SURVEYOR NO. 6461

COUNTY OF COLLIN §

Before me, the undersigned authority, on this day personally appeared Sylviana Gunawan, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed and in the capacity therein stated.

GIVEN under my hand and seal of office on this the day of, 2022	<u>.</u> .
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tary Public in and for The State of Texas	

Printed Name

CERTIFICATE OF APPROVAL

Approved this _____ day of _____, 2022 by the Planning & Zoning Commission of the Town of Prosper, Texas.

Engineering Department

Town Secretary Development Services Department

FINAL PLAT PROSPER CENTER BLOCK B, LOT 3

5.581 ACRES

COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN OF PROSPER CASE # D21-0132

Kimley» Horn 6160 Warren Parkway, Suite 210 Tel. No. (972) 335-

 Drawn by
 Checked by
 Date
 Project No.
 Sheet No.

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 KHA
 JULY 2022
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FIRM # 10193822

CLC-Prosper 380 1, LLC 1901 N. Akard Street Dallas, Texas 75201 Ph: 214-533-2800 Contact: Tom Martin

Frisco, Texas 75034

ENGINEER: Kimley-Horn and Associates, Inc. 6160 Warren Parkway, Suite 210 Frisco, Texas 75034 Ph: 972.335.3580

Contact: Carolyn Koch, P.E.