

STATE OF TEXAS § COUNTY OF COLLIN §

OWNER'S CERTIFICATE

WHEREAS, One Community Church is the sole owner of a 13.600 acre tract of land situated in the L. Netherly Survey, Abstract No. 962, Town of Prosper, Denton County, Texas, said tract being all of Lot 3, Block D, Prosper Center, Block D, an addition to the Town of Prosper, Texas according to the plat recorded in Document No. 2019-368 of the Plat Records of Denton County, Texas; said tract also being all of that certain tract of land described in Special Warranty Deed to One Community Church recorded in Document No. 2019-48611 of the Official Public Records of Collin County, Texas; said 13.600 acre tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner in the southerly right-of-way line of Prairie Drive, a variable width right-of-way, at the east corner of Lot 4, Block D, of Prosper Center, Block D, Lots 2. 3 and 4, an addition to the Town of Prosper, Texas according to the plat recorded in Volume 2018, Page 308 of the Plat Records of Collin County, Texas and in Document No. 2018-195 of said Plat Records of Denton County; **THENCE** South 59 degrees 19 minutes 57 seconds East, along said southerly line of Prairie Drive and the northerly line of said Lot 3, Block D, a distance of 40.75 feet to an "X" cut set at the beginning of a non-tangent curve to the left;

THENCE along said southerly line of Prairie Drive and the said northerly line of Lot 3, Block D, and said non-tangent curve to the left having a central angle of 23 degrees 21 minutes 16 seconds, a radius of 1,145.00 feet, and an arc length of 466.72 feet (chord bears South 70 degrees 18 minutes 07 seconds East, 463.49 feet) to a 5/8" capped iron rod "KHA" found at the northwest corner of HOA 1X, of Greens at Legacy, an addition to the Town of Prosper, Texas according to the plat recorded in Document No. 2021-395 of said Plat Records of Denton County, Texas; said point being at the northeast corner of said Lot 3, Block D;

THENCE South 08 degrees 01 minutes 34 seconds West, departing the said southerly line of Prairie Drive and the said northerly line of Lot 3, Block D, along a common line between said HOA 1X and said Lot 3, Block D, at a distance of 25.00 feet passing the southwest corner of said HOA 1X and the northwest corner of Lot 10, Block A, of said Greens at Legacy, continuing along the common line between said Lot 3, Block D, and said Lot 10, Block A, at a distance of 152.07 feet passing the southwest corner of said Lot 10, Block A and the northwest corner of HOA 11X, of said Greens at Legacy, continuing along the common line between said Lot 3, Block D and said HOA 11X, at a distance of 492.93 feet passing the southwest corner of said HOA 11X and the northwest corner of Lot 12, of said Block A, continuing along the common line between said Lot 3, Block D and said Lot 12, Block A, in all a total distance of 618.05 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner in the northerly line of Lot 1-R-1, Block D, Prosper Center, Block D, an addition to the Town of Prosper, Texas according to the plat recorded in Document No. 2021-132 of said Plat Records of Denton County, Texas and in Document No. 2021-615, of said Plat Records of Collin County, Texas; at the southwest corner of said Lot 12, Block A and the southeast corner of said Lot 3, Block D;

THENCE departing the said common line between Lot 3, Block D and Lot 12, Block A, along a common line between said Lot 3, Block D, and said Lot 1-R-1, Block D, the following courses and distances:

- North 81 degrees 06 minutes 11 seconds West, a distance of 58.64 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set at an angle point;
- North 79 degrees 11 minutes 47 seconds West, a distance of 58.64 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set at an angle point;
- North 77 degrees 17 minutes 24 seconds West, a distance of 58.64 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set at an angle point;
- North 75 degrees 23 minutes 00 seconds West, a distance of 58.64 feet to a 5/8" capped iron rod "KHA" found at an angle point;
- North 73 degrees 28 minutes 35 seconds West, a distance of 58.64 feet to a 5/8" capped iron rod "KHA" found at an angle point;
- North 71 degrees 35 minutes 22 seconds West, a distance of 57.49 feet to a 5/8" iron rod found at an angle point; North 69 degrees 44 minutes 34 seconds West, a distance of 55.01 feet to 5/8" capped iron rod "KHA" found at an
- angle point; North 57 degrees 05 minutes 40 seconds West, a distance of 22.25 feet to a 1/2" iron rod found at an angle point of said Lot 3, Block D and a northeast corner of said Lot 1-R-1, Block D;
- South 89 degrees 57 minutes 18 seconds West, at a distance of 254.69 feet passing the northwest corner of said Lot 1-R-1, Block D, and the northeast corner of that certain tract of land described in Special Warranty Deed With Vendor's Lien to Prosper School Real Estate, LLC recorded in County Clerk's file No. 2017-104522 of the said Deed Records, continuing along the common line between said Lot 3, Block D and the said Prosper School Real Estate tract, in all a total distance of 797.10 feet to a 5/8" capped iron rod "KHA" found in the easterly right-of-way line of Legacy Drive, a variable width right-of-way, in a non-tangent curve to the right; said point also being at the northwest corner of said Prosper School Real Estate tract and being at the southwest corner of said Lot 3, Block D;

THENCE departing the said common line between Lot 3, Block D and Prosper School Real Estate tract and along the said easterly line of Legacy Drive and the northwest line of said Lot 3, Block D, the following courses and distances:

- In a northeasterly direction, along said non-tangent curve to the right having a central angle of 19 degrees 18 minutes 16 seconds, a radius of 1,340.00 feet, and an arc length of 451.48 feet (chord bears North 30 degrees 56 minutes 29 seconds East, 449.35 feet) to 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set at the end of said curve;
- North 40 degrees 36 minutes 14 seconds East, a distance of 109.88 feet to an X-cut set at a north corner of said Lot 3, Block D and the west corner of said Lot 4, Block D;

THENCE departing the said easterly line of Legacy Drive and the said northwest line of Lot 3, Block D, along a common line between said Lot 3, Block D and said Lot 4, Block D, the following courses and distances:

- South 49 degrees 23 minutes 46 seconds East, a distance of 260.00 feet to an X-cut set at an 'ell' corner of said Lot 3, Block D and the south corner of said Lot 4, Block D;
- North 40 degrees 36 minutes 14 seconds East, a distance of 495.62 feet to the **POINT-OF-BEGINNING**, containing 592,407 square feet or 13.600 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT One Community Church acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as **PROSPER CENTER, BLOCK D, LOT 3R**, an addition to the Town of Prosper, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. One Community Church does herein certify the following:

- 1. 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.
- 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 it 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 etliciency 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.	
WITNESS, my hand, this the day of, 2023.	
BY: One Community Church	

Conway Edwards, Lead Pastor

STATE OF TEXAS § COUNTY OF COLLIN §

BEFORE me, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared Conway Edwards, known to me to be the person whose name is subscribed to the forgoing 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 ______, 2023.

Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATE

Know All Men By These Presents:

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

Dated this ____ day of _

PRELIMINARY NOT FOR RECORDING PURPOSES

Roman L. Groysman, Registered Professional Land Surveyor No. 5864



STATE OF TEXAS § COUNTY OF COLLIN §

BEFORE me, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared Roman L. Groysman, known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this the ____, day of ______, 2023.

Notary Public in and for the State of Texas

1. Bearings based on Grid North State Plane Coordinates of the Texas Coordinate System NAD83 (CORS96) North

Central Zone (4202), NAVD88.

2. C.M. - Controlling Monument.

3. No floodplain exists on the site.

NOTES:

4. 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.

5. SIR - 1/2" IRON ROD W/ "WESTWOOD PS" CAP SET.

CERTIFICATE OF APPROVAL

Engineering Department

Approved this ____ day of _____, 2023 by the Planning & Zoning Commission of the Town of Prosper, Texas Town Secretary

Development Services Department

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 premises.

DRAINAGE AND DETENTION EASEMENT (only for plats with above ground detention) 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, LOT 1, 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 occurrence of these natural phenomena, or resulting from the failure of any structure or structures, within the 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 othen/vise approved on the plat.

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 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.

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.

PURPOSE:

THE PURPOSE OF THIS PLAT IS TO:

1. ABANDON A PORTION OF THE FIRE LANE, ACCESS AND UTILITY **EASEMENT SHOWN HEREON.**

2. ABANDON THE 10'X20' WATER EASEMENT SHOWN HEREON.

3. DEDICATE NEW FIRE LANE, ACCESS AND UTILITY **EASEMENT AND WATER EASEMENT.**

> DEVAPP-23-0110 REPLAT BLOCK D, LOT 3R PROSPER CENTER BEING A REPLAT OF BLOCK D. LOT 3 PROSPER CENTER

AN ADDITION TO THE TOWN OF PROSPER, TEXAS BEING 13.600 ACRES OF LAND AND BEING OUT OF THE L. NETHERLY SURVEY, ABSTRACT No. 962 DENTON COUNTY, TEXAS

OWNER: ONE COMMUNITY CHURCH 2400 STATE HIGHWAY 121 PLANO, TEXAS 75025 CONTACT: ANDREA HOLMES (469) 854-1280

ENGINEER / SURVEYOR

Phone (214) 473-4640 2901 Dallas Parkway, Suite 400 Toll Free (888) 937-5150 Plano, TX 75093

Vestwood Professional Services, Inc.

HECTOR LEON - 972-265-4860 13.6 ACRES JUNE 30, 2023 JOB NO. 0043626.00 PROSPER CENTER

