

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	93.16'	125.02'	28°48'55"	S 14°09'35" W	92.18'
C2	54.54'	125.00'	28°00'00"	S 11°54'20" W	54.11'
C3	93.16'	125.23'	28°48'55"	N 14°09'35" E	92.18'
C4	54.54'	125.00'	25°00'00"	N 11°54'20" E	54.11'
C5	65.45'	150.00'	25°00'00"	N 11°54'20" E	64.93'
C6	82.26'	161.20'	29°14'09"	N 14°27'34" E	81.37'



P&Z Conditional Approval

05/16/2023

SURVEYOR
Single Surveying, LLC
Contact: Brad Eubanks
101 Elm Street, Suite 200
Denton, TX 76201
(940) 222-3009

ENGINEER
Claymoore Engineering, Inc.
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OWNER
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Plano, TX 75025

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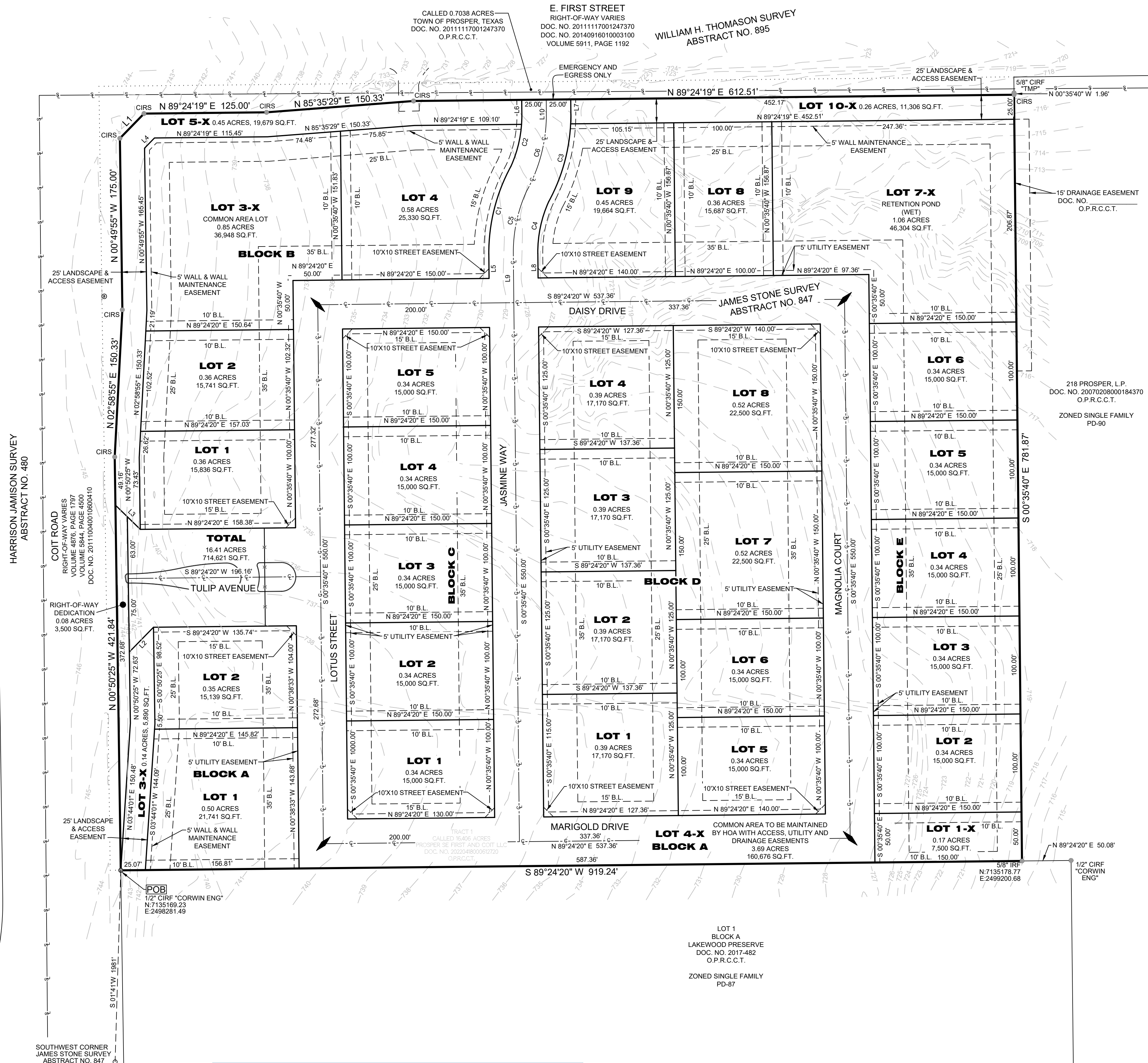


JOB NUMBER
2202.084-03
DATE
05/09/2023
REVISION
-
DRAWN BY
EN

Expired Preliminary Plat (D22-0089)

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

COMMON AREA-4
DRAINAGE EASEMENT
DOC. NO. 2006-345
O.P.R.C.C.T.



GENERAL NOTES

1. The purpose of this plat is to create twenty four (24) lots and 7 common area lots of record from one unplatted tract of land for site development.
2. This property is located in **Non-Shaded Zone "X"** as scaled from the F.E.M. Flood Insurance Rate Map dated June 02, 2009 and is located in Community Number 480074 as shown on Map Number 48085C0235J.
3. No 100-year flood plain exists on the site.
4. The grid coordinates shown on this plat are based on GPS observations utilizing the AllTerra RTKNET Cooperative network. NAD 83(2011) State Plane Coordinate System, Texas North Central Zone - 4202.
5. 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/or withholding of utilities and building permits.
6. The bearings shown on this plat are based on GPS observations utilizing the AllTerra RTKNET Cooperative network. NAD 83(2011) Datum.
7. No 100-year floodplain exists on the site.
8. All open space lots are owned and maintained by the HOA.
9. Open fencing is required along all open space lots with trails.
10. All landscape easements must be exclusive of any other type of easement.
11. The thoroughfare alignment(s) shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at the time of Final Plat.

SUMMARY TABLE

Total Residential Lots = 25
Total Open Space Lots/Common Area = 288,303 / 6.62 Acres
Average Single Family Lot Size = 17,617 square feet / 0.40 Acres

BLOCK A		
TYPE	SQ.FEET	LOT NO.
SF-15	21,741	1
SF-15	15,139	2
OPEN SPACE	5,890	3-X
OPEN SPACE	160,676	4-X

BLOCK B		
TYPE	SQ.FEET	LOT NO.
SF-15	15,836	1
SF-15	15,741	2
OPEN SPACE	36,948	3-X
SF-15	25,330	4
OPEN SPACE	19,679	5-X

BLOCK C		
TYPE	SQ.FEET	LOT NO.
SF-15	15,000	1
SF-15	15,000	2
SF-15	15,000	3
SF-15	15,000	4
SF-15	15,000	5

BLOCK D		
TYPE	SQ.FEET	LOT NO.
SF-15	17,170	1
SF-15	17,170	2
SF-15	17,170	3
SF-15	17,170	4
SF-15	15,000	5
SF-15	15,000	6
SF-15	22,500	7
SF-15	22,500	8

BLOCK E		
TYPE	SQ.FEET	LOT NO.
OPEN SPACE	7,500	1-X
SF-15	15,000	2
SF-15	15,000	3
SF-15	15,000	4
SF-15	15,000	5
SF-15	15,000	6
OPEN SPACE	46,304	7-X
SF-15	15,687	8
SF-15	19,664	9
OPEN SPACE	11,306	10-X

CERTIFICATE OF APPROVAL


APPROVED on this the _____ day of _____, 2023, by the Planning and Zoning Commission of the Town of Prosper, Texas.

Town Secretary

Engineering Department

Development Services Department

LEGEND

POB = POINT OF BEGINNING
CIRS = CAPPED IRON ROD SET
CIRF = CAPPED IRON ROD FOUND
IRF = IRON ROD FOUND
B.L. = BUILDING LINE
DOC. NO. = DOCUMENT NUMBER
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS
COLLIN COUNTY, TEXAS
D.R.C.C.T. = DEED RECORDS,
COLLIN COUNTY, TEXAS
R.P.R.C.C.T. = REAL PROPERTY RECORDS
COLLIN COUNTY, TEXAS
 = STREET NAME BREAK

CASE NO. D22-0089

PRELIMINARY PLAT
FIRST COIT PROSPER

LOTS 1-2, 3-X & 4-X, BLOCK A, LOTS 1-2, 3-X, 4 & 5-X, BLOCK B
 LOTS 1-5, BLOCK C, LOTS 1-8, BLOCK D
 LOTS 1-X, 2-6, 7-X, 8-9 & 10-X, BLOCK E

ZONING: SF-15
BEING 16.41 ACRES OF LAND SITUATED IN THE
JAMES STONE SURVEY, ABSTRACT NO. 847,
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

OWNER'S CERTIFICATE & DEDICATION

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

THAT, **PROSPER SE FIRST AND COIT LLC** acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as **FIRST COIT PROSPER**, an addition to the Town of Prosper. The streets and alleys shown on this plat as access easements are for the use and benefit of 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:

- 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.
- 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.
- 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 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.
- 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.
- 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 alleys. In addition, all modifications to this document shall be by means of plat and approved by the Town of Prosper.
- 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.
- 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.
- 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 (PROSPER SE FIRST AND COIT 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 utility easement.
- 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 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.
- 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.

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.

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.

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.

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 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.

Plat approved subject to all applicable jurisdictional platting ordinances, rules, regulations and resolutions.

WITNESS AT MY HAND, this the ____ day of _____, 2023.

OWNER: **PROSPER SE FIRST AND COIT LLC**

BY: _____

Signature

Printed Name and Title

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, 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 he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this ____ day of _____, 2023.

Notary Public in and for the State of Texas

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DENTON §

I, **MATTHEW RAABE**, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an actual survey made on the ground and that the monuments shown hereon were found or placed with 1/2-inch iron rods with green plastic caps stamped "EAGLE SURVEYING" under my direction and supervision in accordance with the current provisions of the Texas Administrative Code and the Ordinances of the Extra-Territorial Jurisdiction of the Town of Prosper, Denton County, Texas.

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

Matthew Raabe, R.P.L.S. # 6402

Date

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared **MATTHEW RAABE**, known to me to be the person 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 THE OFFICE this ____ day of _____, 2023.

Notary Public in and for the State of Texas

OWNER'S CERTIFICATE & DEDICATION

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, **PROSPER SE FIRST AND COIT LLC**, is the owner of a 16.41 acre tract or parcel of land situated in the James Stone Survey, Abstract Number 847 in the Town of Prosper, Collin County, Texas and being all of a called 16.406 acre tract of land described as Tract 1 conveyed to Prosper SE First and Coit LLC by the Special Warranty Deed of record in Document Number 20220418000612720 of the Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2 inch iron rod with yellow plastic cap stamped "CORWIN ENG" found in the East right-of-way line of Coit Road (right-of-way varies), being the Northwest corner of Lot 1, Block A, Lakewood Preserve, a subdivision of record in Document Number 2017-482 of said Official Public Records, also being the most Southerly Southeast corner of a called 0.7038 acre tract of land conveyed to Town of Prosper, Texas, by deed of record in Document Number 20111117001247370 of said Official Public Records, also being the Southwest corner of said 16.406 acre tract and hereof;

THENCE, along the East right-of-way line of Coit Road, being the common East line of said 0.7038 acre tract, and being the common West line of said 16.406 acre tract, the following three (3) courses and distances:

- N00°50'25"W, a distance of 421.84 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
- N02°58'55"E, a distance of 150.33 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
- N00°49'55"W, a distance of 175.00 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the South end of a cutback line at the intersection of the West right-of-way line of Coit Road and the South right-of-way line of E. First Street (right-of-way varies), being the most Westerly Northwest corner of said 16.406 acre tract and hereof;

THENCE, N44°17'12"E, leaving the East right-of-way line of Coit Road, along said cutback line, being the common Southeast line of said 0.7038 acre tract, and being the common Northwest line of said 16.406 acre tract, a distance of 35.26 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the South right-of-way line of E. First Street, being the most Northerly Northwest corner of said 16.406 acre tract and hereof;

THENCE, along the South right-of-way line of E. First Street, being the common South line of said 0.7038 acre tract, and being the common North line of said 16.406 acre tract, the following three (3) courses and distances:

- N89°24'19"E, a distance of 125.00 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
- N85°35'29"E, a distance of 150.33 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
- N89°24'19"E, a distance of 612.51 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the West line of a tract of land conveyed to 218 Prosper, L.P. by deed of record in Document Number 20070208000184370 of said Official Public Records, being the Southeast corner of said 0.7038 acre tract, also being the Northeast corner of said 16.406 acre tract and hereof, from which a 5/8" inch iron rod with yellow plastic cap stamped "TMP" found bears N00°35'40"W, a distance of 1.96 feet;

THENCE, S00°35'40"E, leaving the South right-of-way line of E. First Street, along the West line of said 218 Prosper, L.P. tract, being the common East line of said 16.406 acre tract, a distance of 781.87 feet to a 5/8 inch iron rod found in the North line of said Lot 1, being the most Westerly Southwest corner of said 218 Prosper, L.P. tract, also being the Southeast corner of said 16.406 acre tract and hereof, from which a 1/2 inch iron rod with yellow plastic cap stamped "CORWIN ENG" found at the Northeast corner of said Lot 1, being an interior ell corner of said 218 Prosper, L.P. bears N89°24'20"E, a distance of 50.08 feet;

THENCE, S89°24'20"W, along the North line of said Lot 1, being the common South line of said 16.406 acre tract, a distance of 919.24 feet to the **POINT OF BEGINNING**, and containing an area of 16.41 acres (714,621 square feet) of land, more or less.

SURVEYOR
Eagle Surveying, LLC
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Denton, TX 76201
(940) 222-3009

ENGINEER
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Contact: Matt Moore
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OWNER
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TX Firm # 10194177



JOB NUMBER
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CASE NO. D22-0089
PRELIMINARY PLAT
FIRST COIT PROSPER
LOTS 1-2, 3-X & 4-X, BLOCK A, LOTS 1-2, 3-X, 4 & 5-X, BLOCK B
LOTS 1-5, BLOCK C, LOTS 1-8, BLOCK D
LOTS 1-X, 2-6, 7-X, 8-9 & 10-X, BLOCK E

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PAGE 2 OF 2