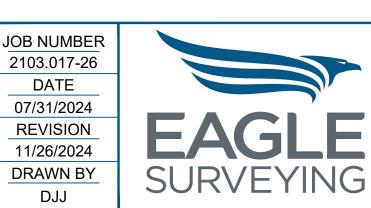


and granted to the Town of Prosper (Called "Town") its successors and assigns, as an easement to construct, reconstruct, operate, repair, re-build replace, relocate, alter, remove and perpetually maintain street and highway facilities, together with all appurtenances and incidental improvements, in, upon and across certain real property owned by Granter. 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

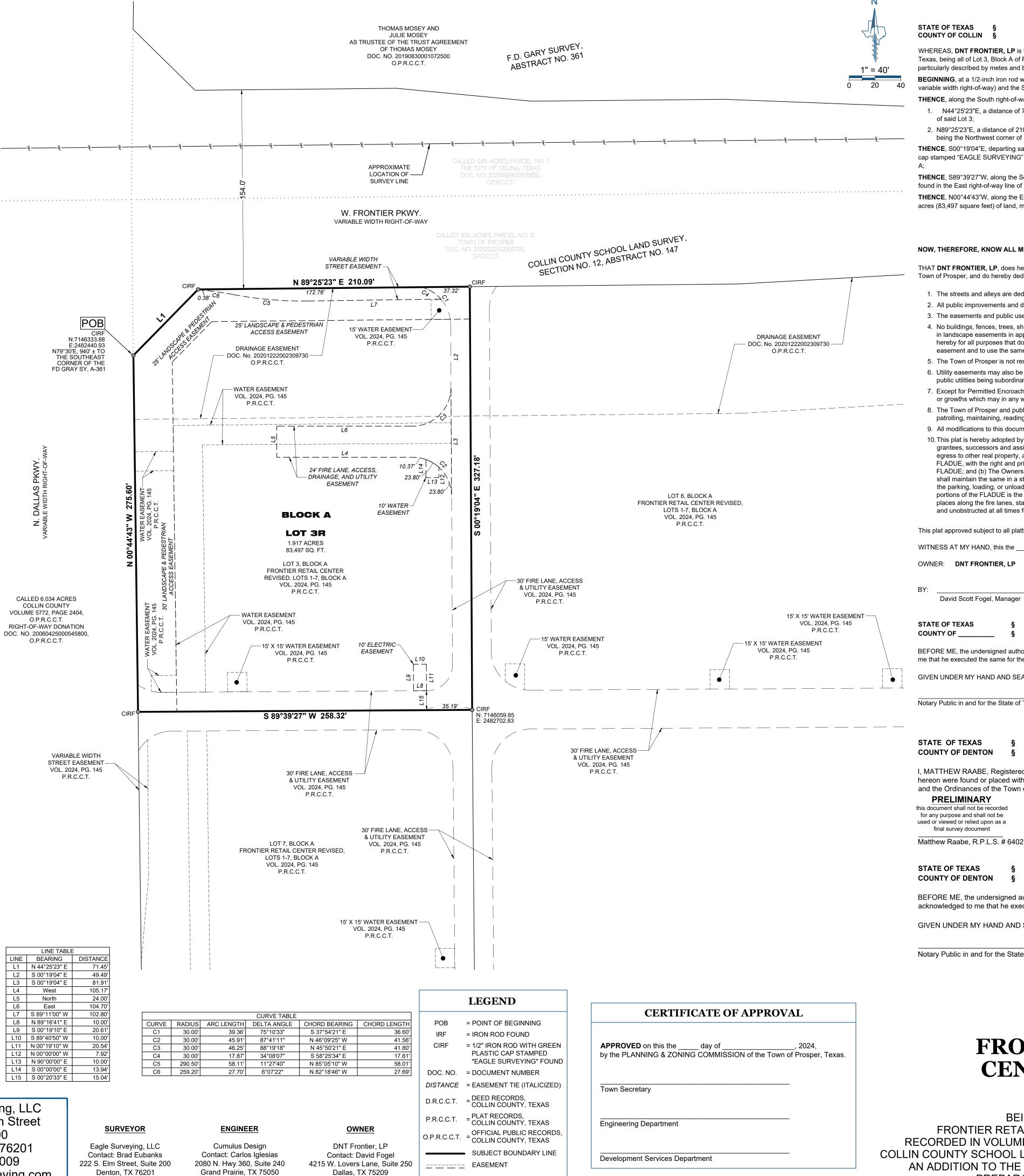
ACCESS EASEMENT

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.



that were removed as a result of such work.

Eagle Surveying, LLC 222 South Elm Street Suite 200 Denton, TX 76201 940.222.3009 www.eaglesurveying.com TX Firm # 10194177



(940) 222-3009

(214) 235-0367

(214) 244-8274

# **OWNERS CERTIFICATE**

WHEREAS, DNT FRONTIER, LP is the owner of a 1.917 acre tract of land out of the Collin County School Land Survey, Section No. 12, Abstract No. 147, situated in the Town of Prosper, Collin County, Texas, being all of Lot 3, Block A of Frontier Retail Center Revised, Lots 1-7, Block A, a subdivision of record in Volume 2024, Page 145 of the Plat 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 a green plastic cap stamped "EAGLE SURVEYING" found at the South end of a cutback line at the intersection of the East right-of-way line of Dallas Parkway (a variable width right-of-way) and the South right-of-way line of Frontier Parkway (County Road No. 5, a variable width right-of-way), being the most Westerly Northwest corner of said Lot 3; THENCE, along the South right-of-way line of Frontier Parkway, being the common North line of said Lot 3, the following two (2) courses and distances:

N44°25'23"E, a distance of 71.45 feet to a 1/2" iron rod with a green plastic cap stamped "EAGLE SURVEYING" found at the North end of said cutback line, being the most Northerly Northwest corner

2. N89°25'23"E, a distance of 210.09 feet to a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" found in said South right-of-way line, being the Northeast corner of said Lot 3, also

being the Northwest corner of Lot 6, Block A of said Frontier Retail Center Revised, Lots 1-7, Block A; THENCE, S00°19'04"E, departing said South right-of-way line, along the East line of said Lot 3, being the common West line of said Lot 6, a distance of 327.18 feet to a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" found in said West line, being the Southeast corner of said Lot 3, also being the Northeast corner of Lot 7, Block A of said Frontier Retail Center Revised, Lots 1-7, Block

THENCE, S89°39'27"W, along the South line of said Lot 3, being the common North line of said Lot 7, a distance of 258.32 feet to a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING"

found in the East right-of-way line of Dallas Parkway, being the Southwest corner of said Lot 3, also being the Northwest corner of said Lot 7; THENCE, N00°44'43"W, along the East right-of-way line of Dallas Parkway, being the common West line of said Lot 3, a distance of 275.60 feet to the POINT OF BEGINNING, and containing an area of 1.917 acres (83,497 square feet) of land, more or less.

### **OWNERS DEDICATION**

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT DNT FRONTIER, LP, does hereby certify and adopt this conveyance plat designating the herein described property as FRONTIER RETAIL CENTER REVISED, BLOCK A, LOT 3, an addition to the Town of Prosper, and do hereby dedicate to the public use forever, the streets and alleys shown hereon, DNT FRONTIER, LP, 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 monetary encumbrances

3. The easements and public use area, 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 in approved by the Town of Prosper. Notwithstanding the foregoing, the Owners of the property hereby reserve the right to use and enjoy the surface of all easements dedicated hereby for all purposes that do not interfere with the use of said easements by the Town of Prosper and public utilities, including but not limited to placing surface materials over and across said easement and to use the same for parking areas, driveways, walkways, sidewalks, landscaping, lighting, and/or signage ("Permitted Encroachments").

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 user to particular utilities, said use by public utilities being subordinate to the public's and Town of Prosper's use thereof.

7. Except for Permitted Encroachments, the Town of Prosper and public utilities shall have the tight to remove and keep removed all or part 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 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 and approved by the Town of Prosper.

10. 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 public and Owners, their heirs, grantees, successors and assigns: (a) Fire Lane, Access, Drainage, and Utility Easement (hereinafter referred to as a FLADUE) 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 the FLADUE, 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 FLADUE; and (b) The Owners covenant and agree that they shall construct upon the FLADUE, as dedicated and shown hereon, a hard surface paved in accordance with Town standards and that 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 portions of the FLADUE is the responsibility of the owner upon which the fire lane is located, and each such owner shall post and maintain signage in accordance with 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.

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

WITNESS AT MY HAND, this the \_\_\_\_\_ day of \_\_\_\_\_

David Scott Fogel, Manager

BEFORE ME, the undersigned authority, on this day personally appeared DAVID SCOTT FOGEL, 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 , 2024.

Notary Public in and for the State of Texas

# **CERTIFICATE OF SURVEYOR**

I, MATTHEW RAABE, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from and actual survey made on the ground and that the monuments shown hereon were found or placed with 1/2" iron rods capped "Eagle Surveying" under my direction and supervision in accordance with the current provisions of the Texas Administrative Code and the Ordinances of the Town of Prosper, Collin County, Texas.

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 , 2024.

Notary Public in and for the State of Texas

# FINAL PLAT **FRONTIER RETAIL CENTER REVISED** BLOCK A, LOT 3

1.917 ACRES BEING ALL OF LOT 3, BLOCK A, FRONTIER RETAIL CENTER REVISED, LOTS 1-7, BLOCK A RECORDED IN VOLUME 2024, PAGE 145, P.R.C.C.T., SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, SECTION NO. 12, ABSTRACT No. 147, AN ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS PREPARATION DATE: NOVEMBER 26, 2024

CASE No. DEVAPP-24-0113

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