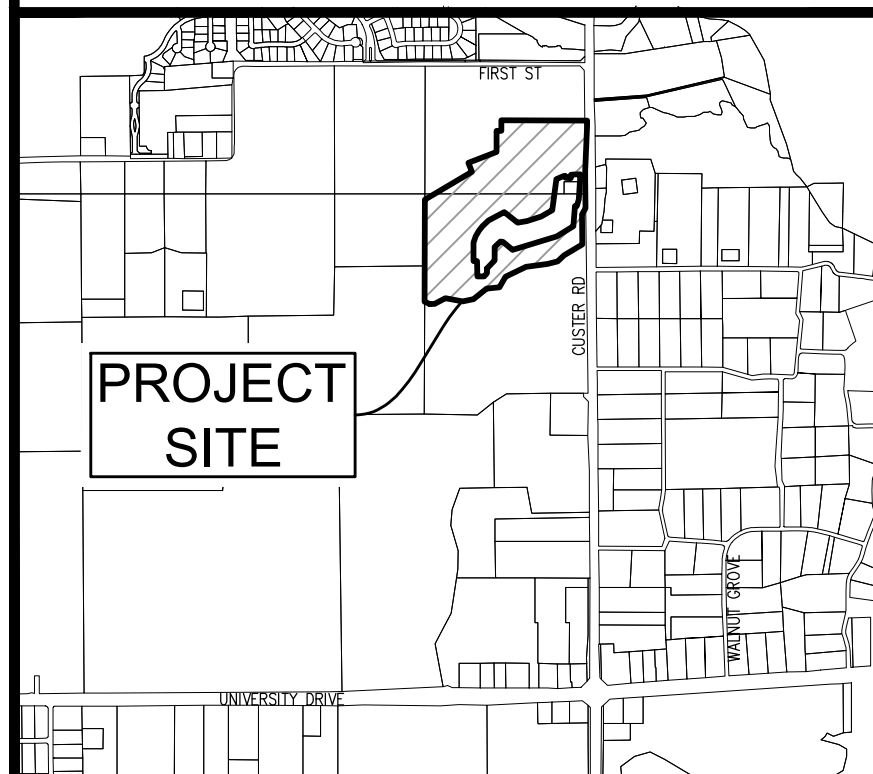
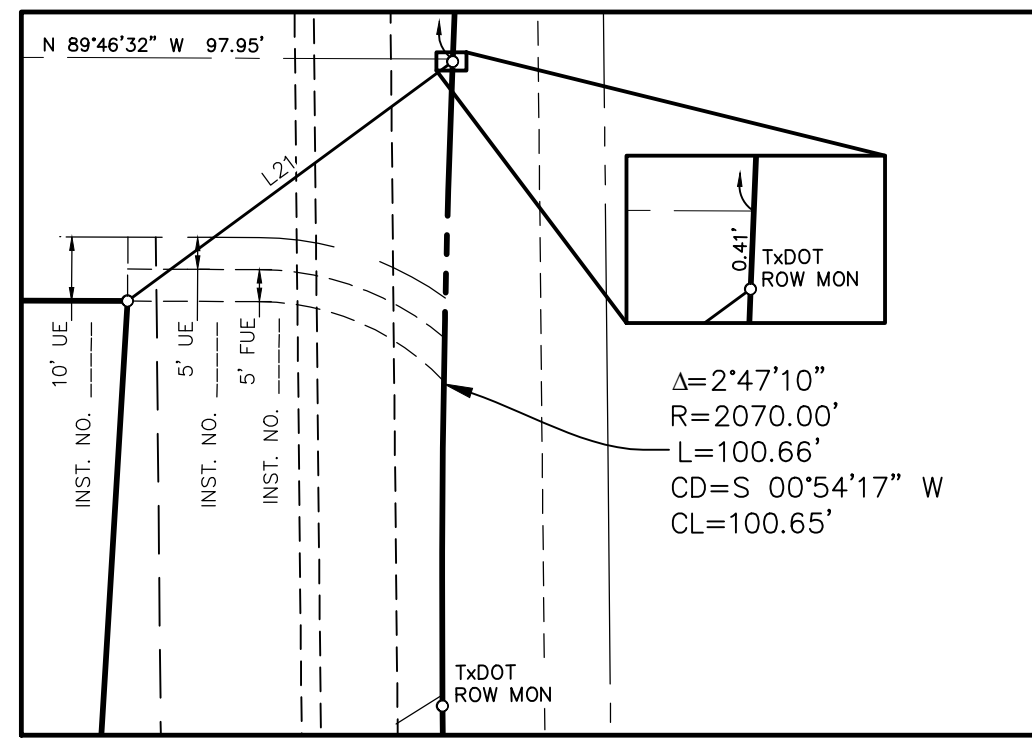
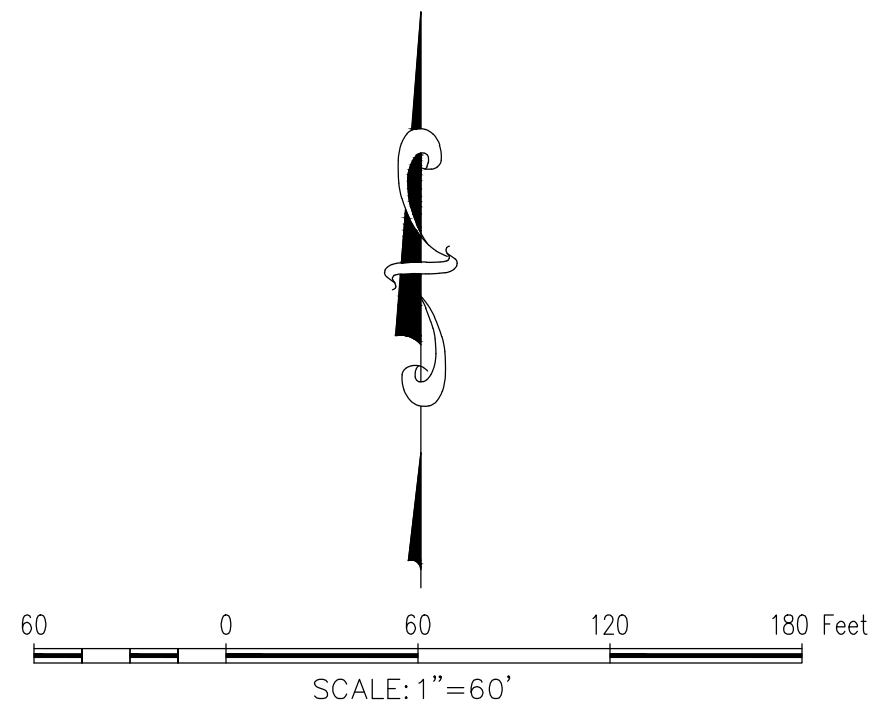


VICINITY MAP SCALE 1"=2000'

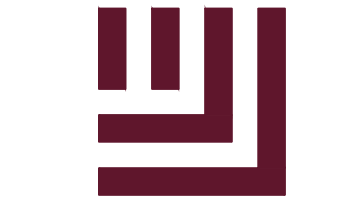


- LEGEND**
- RF = REBAR FOUND
  - CRF = CAPPED REBAR FOUND
  - CRS = CAPPED REBAR SET
  - CL = CENTER LINE
  - RAD = RADIUS
  - BL = BUILDING LINE
  - UE = UTILITY EASEMENT
  - AE = ACCESS EASEMENT
  - DE = DRAINAGE EASEMENT
  - FUE = FRANCHISE UTILITY EASEMENT
  - SSE = SANITARY SEWER EASEMENT
  - LSE = LANDSCAPE EASEMENT
  - WLE = WATER LINE EASEMENT
  - WLE = WALK, BIKE, AND TRAIL EASEMENT
  - DFE = DRAINAGE AND FLOODPLAIN EASEMENT
  - MADUE = MUTUAL ACCESS, DRAINAGE AND UTILITY EASEMENT



**REPLAT**  
**LOT 1R, BLOCK A,**  
**LADERA PROSPER, PHASE 2**  
**43.967 Acres**  
in the  
**J. HORN SURVEY, ABSTRACT NO. 411**  
**LARKIN MCCARTY SURVEY, ABSTRACT NO. 600**  
**TOWN OF PROSPER**  
**COLLIN COUNTY, TEXAS**

PAGE 1 OF 3

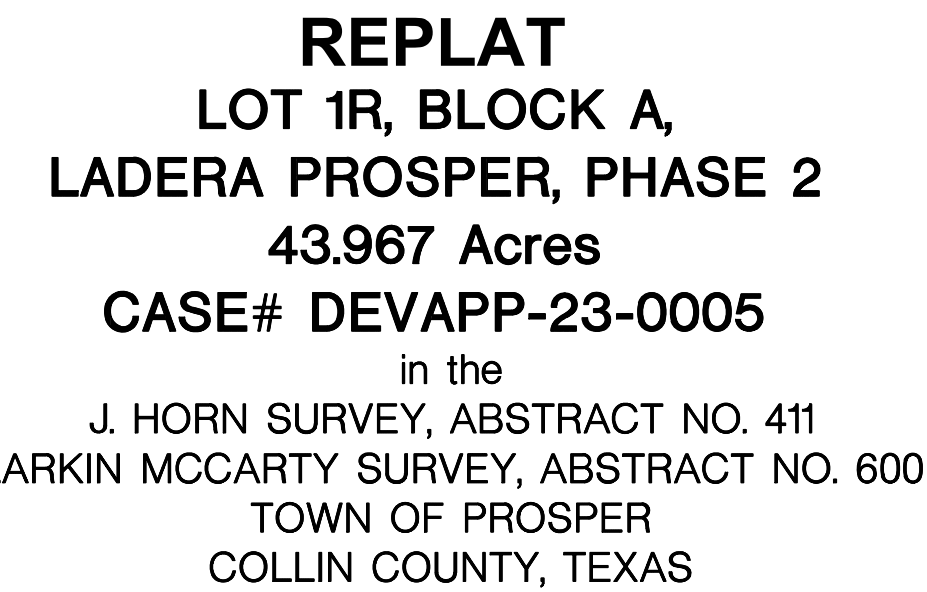


The John R. McAdams  
Company, Inc.  
111 Hillside Drive  
Lewisville, Texas 75057  
972.436.9712  
201 Country View Drive  
Roanoke, Texas 76262  
940.240.1012  
TBPE: 19762 TBPLS: 10194440  
www.mcadamsco.com

DRAWN BY: BC DATE: 07/01/2021 SCALE: 1" = 60' JOB. NO. **18291**

**OWNER/DEVELOPER**  
**PR LADERA, LLC**  
**361 W BYRON NELSON BLVD**  
**STE. 104**  
**ROANOKE, TX 76262**  
**Ph. 817-430-3318**  
**Contact: JOHN DELIN**

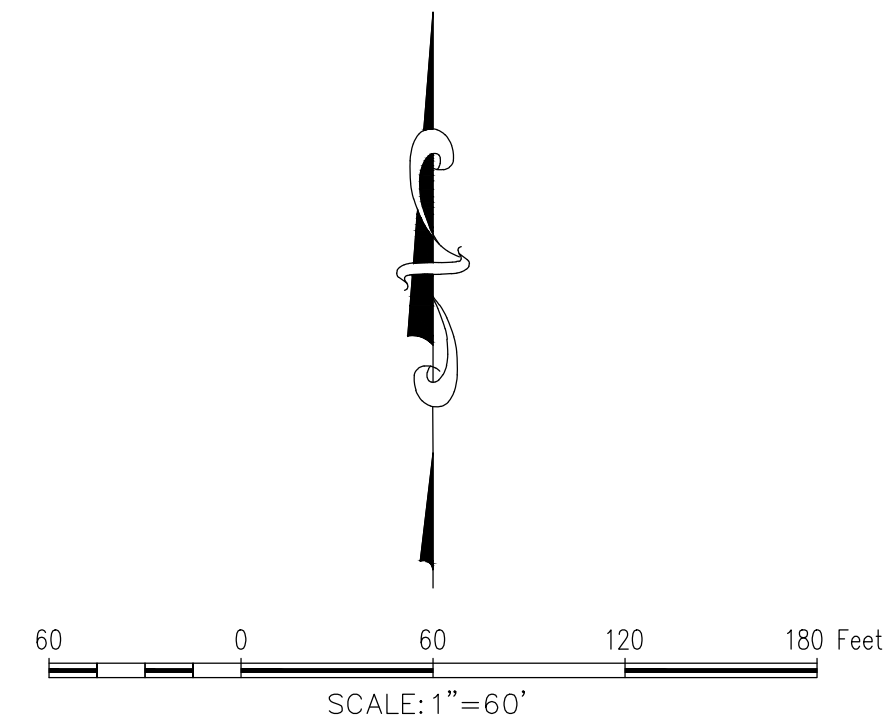




DRAWN BY: BC    DATE: 07/01/2021    SCALE: 1"=60'    JOB. No.    **18291**

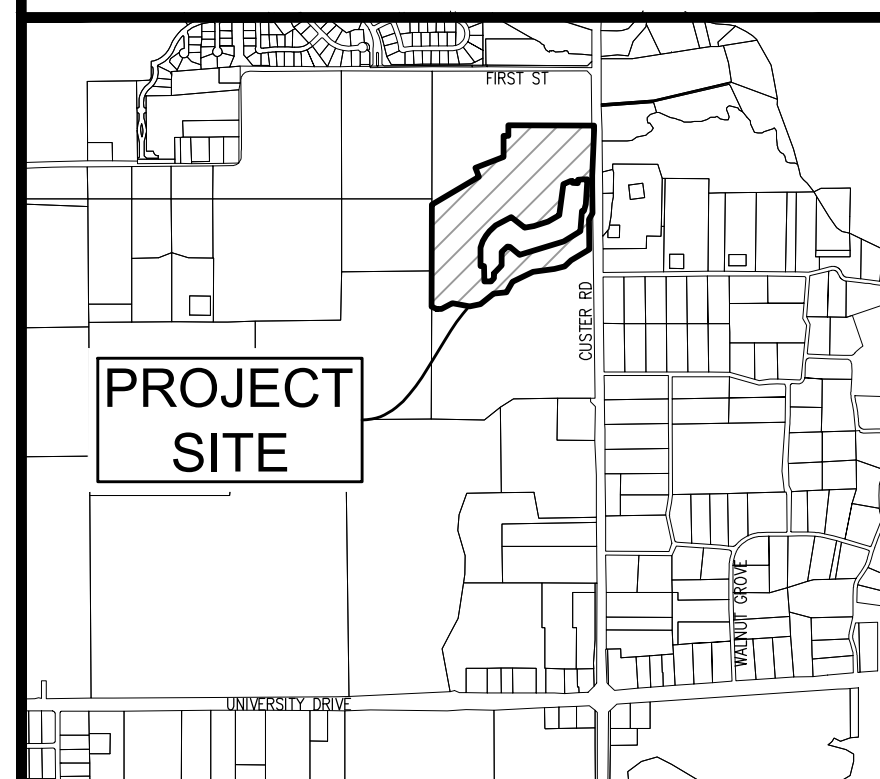
3

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	LONG CHORD	
C21	40.50'	71°37'59"	50.63'	N 65°55'46" E,	47.40'
C22	1014.00'	6°47'38"	120.24'	N 33°30'35" E,	120.17'
C23	500.00'	36°29'57"	318.52'	N 18°39'26" E,	313.16'
C24	150.00'	26°34'01"	69.56'	N 12°52'38" E,	68.94'
C25	250.00'	21°07'41"	92.19'	N 79°39'38" E,	91.67'
C26	350.00'	7°44'27"	47.29'	N 65°13'33" E,	47.25'
C27	300.00'	28°52'08"	151.16'	S 79°42'27" W,	149.56'
C28	100.00'	14°53'39"	26.00'	S 72°40'22" W,	25.92'
C29	350.00'	21°57'18"	134.12'	N 79°07'49" E,	133.30'
C30	250.00'	25°54'58"	172.21'	N 04°40'57" E,	172.37'
C31	500.00'	33°03'08"	26.64'	N 01°18'06" W,	26.63'
C32	500.00'	33°03'08"	26.64'	N 01°18'06" W,	26.63'
C33	145.00'	22°42'10"	57.45'	N 11°07'33" W,	57.08'
C34	200.00'	28°00'36"	97.77'	N 11°42'08" W,	96.80'
C35	500.00'	19°16'28"	168.20'	N 07°20'04" W,	167.41'



### LEGEND

- = REBAR FOUND
- = CAPPED REBAR FOUND
- = CAPPED REBAR SET
- = CENTER LINE
- = RADIUS
- = BUILDING LINE
- = UTILITY EASEMENT
- = ACCESS EASEMENT
- = DRAINAGE EASEMENT
- = SANITARY SEWER EASEMENT
- = LANDSCAPE EASEMENT
- = WATER LINE EASEMENT
- = PUBLIC DRAINAGE EASEMENT
- = HIKING BIKE, AND TRAIL EASEMENT
- = DRAINAGE AND FLOODPLAIN EASEMENT
- = MUTUAL ACCESS, DRAINAGE AND UTILITY EASEMENT



File: Z:\2018\18291\Drawings\FP & Const Plans\PHASE II\18291 PH II FP  
 Printed: 5/9/2023 9:13 AM by Bradley Cox, Saved: 5/1/2023 8:54 AM, by bcox



STATE OF TEXAS §  
COUNTY OF §

BEING all that certain lot, tract, or parcel of land, situated in the Larkin McCarty Survey, Abstract Number 600, and the Jeremiah Horn Survey, Abstract Number 411, Town of Prosper, Collin County, Texas, and being part of that certain called 138,702 acre tract of land, described as Tract 1, in deed to 310 Prosper, L.P., recorded in Volume 5823, Page 3462, Deed Records, Collin County, Texas, being part of that certain tract of land, described in deed to FF 14th Fairway Limited Partnership, recorded in Volume 4212, Page 2103, Deed Records, Collin County, Texas, being part of that certain tract of land described by deed to PR Ladera LLC, recorded in Instrument Number 20210904001802560, Deed Records, Collin County, Texas, and being part of Lot 1, Block A, Ladera Prosper, Phase 1, an addition to the Town of Prosper, according to the plat thereof, recorded in Instrument Number 20180622000775840, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" rebar found, at the southwest corner of said Tract 1, and being the southeast corner of that certain tract of land, described by deed to Hunt Wandering Creek Land LLC, recorded in Instrument Number 2022000078273, Official Public Records, Collin County, Texas, and being on the north line of that certain called 84,983 acre tract of land, described in deed to 104 Prosper, L.P., recorded in Volume 5316, Page 5314, Deed Records, Collin County, Texas, from which a 5/8" rebar found at the northeast corner thereof, and being the southerly southeast corner of said Tract 1, bears S 88°51'51" E, a distance of 722.94 feet;

THENCE N 00°07'56" E, with the west line of said Tract 1, and the east line of said Hunt Wandering tract, a distance of 1210.34 feet to a 1/2" capped rebar set stamped "MCADAMS" at the POINT OF BEGINNING, and being the southwest corner of the herein described tract of land;

THENCE N 00°07'56" E, with the west line of said Tract 1, and the east line of said Hunt Wandering tract, passing the northeast corner thereof, and being the southeast corner of that certain tract of land, described in deed to Summer Homes Inc., recorded in Instrument Number 20210323000571600, Official Public Records, Collin County, Texas, and continuing with the east line thereof, a total distance of 1062.69 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 59°27'20" E, a distance of 570.00 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 21°16'05" W, a distance of 101.43 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 68°43'55" E, a distance of 314.04 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE North, a distance of 218.01 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE S 89°53'33" E, a distance of 50.51 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 00°06'27" E, a distance of 109.00 feet to a 1/2" capped rebar set stamped "MCADAMS" to the south line of Lot 1, Block A, Founders Academy of Prosper, an addition to the Town of Prosper, according to the plat thereof, recorded in Document Number 2021-408, Plat Records, Collin County, Texas;

THENCE S 89°53'33" E, with the south line of said Lot 1, a distance of 892.88 feet to a 1/2" capped rebar found, stamped "CROW" at the southeast corner thereof, being on the east line of said Tract 1, and the west line of Custer Road, from which a Wood ROW monument found at the easterly northeast corner of said Tract 1 bears N 00°33'20" W, a distance of 506.01 feet;

THENCE S 00°33'53" E, with the east line of said Tract 1, and the west line of said Custer Road, a distance of 48.78 feet to an Aluminum Texas Department of Transportation (TXDOT) monument found at the north end of certain called 2.662 acre Right-of-Way dedication to the State of Texas, described as Tract 15, recorded in Instrument Number 20180622000775840, Official Public Records, Collin County, Texas;

THENCE with the west line of said 2.662 acre Right-of-Way dedication, and the west line of said Custer Road, the following:

S 02°17'51" W, passing at 255.95 feet a TXDOT monument found, passing at 366.01 feet a TXDOT monument found, and continuing a total distance of 473.01 feet to a TXDOT monument found;

Southwesterly with the arc of a curve to the left, having a radius of 2070.00 feet, a central angle of 02°47'10", an arc length of 100.66 feet, and whose chord bears S 00°54'17" W, a distance of 100.65 feet to a TXDOT monument found;

S 00°29'18" E, a distance of 292.18 feet to a TXDOT monument found;

S 29°30'42" W, a distance of 70.00 feet to a TXDOT monument found;

S 00°29'18" E, a distance of 314.29 feet to a 1/2" capped rebar set stamped "MCADAMS" at the southeast corner of the herein described tract of land, from which a TXDOT monument found bears S 00°29'18" E, a distance of 149.11 feet;

THENCE over, across, and through said Tract 1, generally with the center of a creek, the following:

S 59°01'15" W, a distance of 92.10 feet to a 1/2" capped rebar set stamped "MCADAMS";

S 45°40'25" W, a distance of 91.04 feet to a 1/2" capped rebar set stamped "MCADAMS";

S 77°15'30" W, a distance of 108.08 feet to a 1/2" capped rebar set stamped "MCADAMS";

S 82°14'13" W, a distance of 226.80 feet to a 1/2" capped rebar set stamped "MCADAMS";

S 64°10'25" W, a distance of 237.53 feet to a 1/2" capped rebar set stamped "MCADAMS";

S 29°33'57" W, a distance of 126.77 feet to a 1/2" capped rebar set stamped "MCADAMS";

S 84°29'56" W, a distance of 133.19 feet to a 1/2" capped rebar set stamped "MCADAMS";

S 51°21'46" W, a distance of 176.18 feet to a 1/2" capped rebar set stamped "MCADAMS";

S 77°51'07" W, a distance of 116.34 feet to a 1/2" capped rebar set stamped "MCADAMS";

N 79°26'28" W, a distance of 183.33 feet to a 1/2" capped rebar set stamped "MCADAMS";

S 62°31'51" W, a distance of 127.31 feet to a 1/2" capped rebar set stamped "MCADAMS";

S 88°56'03" W, a distance of 50.09 feet to a 1/2" capped rebar set stamped "MCADAMS";

N 64°57'54" W, a distance of 56.85 feet to the POINT OF BEGINNING and containing approximately 53.352 acres of land.

SAVE AND EXCEPT

BEING 9.385 acres of land, situated in the Larkin McCarty Survey, Abstract Number 600, and the Jeremiah Horn Survey, Abstract Number 411, Collin County, Texas, and being part of that certain called 138,702 acre tract of land, described as Tract 1, in deed to 310 Prosper, L.P., recorded in Volume 5823, Page 3462, Deed Records, Collin County, Texas, being part of that certain tract of land, described in deed to FF 14th Fairway Limited Partnership, recorded in Volume 4212, Page 2103, Deed Records, Collin County, Texas, being part of that certain tract of land described by deed to PR Ladera LLC, recorded in Instrument Number 20210904001802560, Deed Records, Collin County, Texas, and being part of Lot 1, Block A, Ladera Prosper, Phase 1, an addition to the Town of Prosper, according to the plat thereof, recorded in Instrument Number \_\_\_\_\_, Plat Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" rebar found, at the southwest corner of said Tract 1, and being the southeast corner of that certain tract of land, described by deed to Hunt Wandering Creek Land LLC, recorded in Instrument Number 2022000078273, Official Public Records, Collin County, Texas, and being on the north line of that certain called 84,983 acre tract of land, described in deed to 104 Prosper, L.P., recorded in Volume 5316, Page 5314, Deed Records, Collin County, Texas, from which a 5/8" rebar found at the northeast corner thereof, and being the southerly southeast corner of said Tract 1, bears S 88°51'51" E, a distance of 722.94 feet;

THENCE N 00°07'56" E, with the west line of said Tract 1, and the east line of said Hunt Wandering tract, a distance of 1210.34 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 64°27'07" E, a distance of 607.28 feet to a 1/2" capped rebar set stamped "MCADAMS" being the POINT OF BEGINNING;

THENCE N 00°06'00" W, a distance of 160.34 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 89°53'18" W, a distance of 38.40 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 00°06'42" E, a distance of 194.04 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 18°57'35" E, a distance of 69.83 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 31°37'25" E, a distance of 65.37 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 38°39'00" E, a distance of 59.23 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 46°18'10" E, a distance of 88.06 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 61°15'35" E, a distance of 184.58 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE S 51°31'45" E, a distance of 179.96 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 79°50'00" E, a distance of 98.28 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 71°57'40" E, a distance of 154.21 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 60°22'40" E, a distance of 131.95 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 07°45'35" E, a distance of 327.86 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 68°39'47" E, a distance of 83.94 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE Southeasterly, with the arc of a curve to the right, having a radius of 15.00 feet, a central angle of 114°28'39", and an arc length of 29.97 feet, whose chord bears S 54°05'53" E, 25.23 feet;

THENCE S 03°08'26" W, a distance of 3.90 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE S 86°51'34" E, a distance of 51.00 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 03°08'26" E, a distance of 23.51 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE Northeasterly, with the arc of a curve to the right, having a radius of 15.00 feet, a central angle of 75°52'58", and an arc length of 19.87 feet, whose chord bears N 41°04'56" E, 18.45 feet;

THENCE Northeasterly, with the arc of a curve to the right, having a radius of 212.00 feet, a central angle of 111°2'04", and an arc length of 41.45 feet, whose chord bears N 84°37'26" E, 41.38 feet;

THENCE S 89°46'32" E, a distance of 47.30 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE S 03°28'40" E, a distance of 261.85 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE S 16°55'00" W, a distance of 74.64 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 89°19'35" W, a distance of 18.33 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE S 05°12'00" W, a distance of 210.05 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE S 58°30'15" W, a distance of 203.98 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE S 72°57'05" W, a distance of 479.01 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 49°22'20" W, a distance of 130.70 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 86°31'55" W, a distance of 28.01 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE S 47°07'00" W, a distance of 81.94 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE S 00°34'30" E, a distance of 139.54 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE S 44°16'45" W, a distance of 116.87 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE S 00°22'30" W, a distance of 51.15 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE S 43°06'00" W, a distance of 45.60 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE S 89°54'00" W, a distance of 70.04 feet to the POINT OF BEGINNING, and containing approximately 9.385 acres of land.

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

THAT we, PR LADERA LLC, acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designated the herein above described property as Ladera Prosper, Phase 2, an addition to the Town of Prosper, Collin County, Texas. 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 lessees, 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:

1. 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.

2. 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.

3. 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 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.

4. These easements and public use areas, as shown, are dedicated for the benefit of the owners of the property in this subdivision, their lessees, invitees, and licensees use forever, for the purpose indicated on this plat.

5. 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.

6. 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 its sole discretion. These covenants and restrictions shall terminate when all the access easements shown on this plat are included within a plot 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.

7. 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.

8. 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.

9. 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.

10. 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 (Owner Name), 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.

11. 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 lot 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.

12. 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.

13. a. 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.

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: PR LADERA LLC

JOHN DELIN, AUTHORIZED REPRESENTATIVE  
PR LADERA LLC

STATE OF TEXAS §  
COUNTY OF §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared JOHN DELIN, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she 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, State of Texas

My commission expires the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

SURVEYOR'S STATEMENT

I, James Stowell, a Registered Professional Land Surveyor in the State of Texas, have prepared this plat of the above property from an actual survey on the ground, and this plat represents that survey made by me or under my supervision.

PRELIMINARY DOCUMENT:  
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.  
JAMES STOWELL, RPLS 689 6/9/23

James Stowell, RPLS  
Texas Registration No. 6513

STATE OF TEXAS §  
COUNTY OF §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this personally appeared JAMES STOWELL, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she 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, State of Texas

My commission expires the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

NOTES:

- Bearings based on Texas Coordinate System, North Central Zone (4202), NAD '83.
- Original copies of survey maps and descriptions prepared by the surveyor and firm whose names appear hereon will contain an embossed surveyor's seal. Any map or description copy without that embossed seal is likely a copy not prepared in the office of the surveyor and may contain alterations or deletions made without the knowledge or oversight of the surveyor.
- According to Community/Panel No. 48085C0255 J, effective June 2, 2009, of the FLOOD INSURANCE RATE MAP for Collin County, Texas & Incorporated Areas, by graphic plotting only, this property appears to be within Flood Zone "AE" (areas of 100-year flood where base flood elevations have been determined). This flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes.  
  
This flood statement shall not create liability on the part of the surveyor.
- Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate abstract of title may disclose.
- Notice: 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
- Landscape easement to be owned and maintained by property owner.
- Landscape easement to be its own exclusive easement.
- All corners are 1/2" capped rebar set, stamped "MCADAMS" unless otherwise noted.
- Water Line Easements identified on this plat are exclusive easements. No other utility whether public or private shall run longitudinally within said easements. Other utilities are allowed to cross perpendicularly. The Condo Association shall be responsible for maintaining easement area keeping clear of any above ground features including, but not limited to trees, shrubs, fences, large rocks, etc.
- Drainage from remainder tract and future phases is deemed private and all infrastructure serving this lot and any future lot associated with the Ladera development shall be owned and maintained by the Condo Association.
- All M.A.D.U.E.'s to be maintained by the Condo Association.
- The purpose of this Replat is to add necessary easements to build additional roads and homes.
- The outside 2'-feet of all WLE's (side opposite the MADUE) may be used for Franchise Utility infrastructures underground lines. No above ground structures (i.e. Transformers, pedestals, etc.) are permitted within the WLE.

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 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 person that results for the flow of water along said creek, 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 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 Town 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 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 or 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.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2023 by the Planning & Zoning Commission of the Town of Prosper, Texas.

Development Services Department

Engineering Department

Town Secretary

REPLAT  
LOT 1R, BLOCK A,  
LADERA PROSPER, PHASE 2  
43.967 Acres  
CASE# DEVAPP-23-0005  
in the  
J. HORN SURVEY, ABSTRACT NO. 411  
LARKIN MCCARTY SURVEY, ABSTRACT NO. 600  
TOWN OF PROSPER  
COLLIN COUNTY, TEXAS

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201 Country View Drive  
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DRAWN BY: BC DATE: 07/01/2021 SCALE: NTS JOB. No. 18291

OWNER/DEVELOPER  
PR LADERA LLC  
361 W BYRON NELSON BLVD  
STE. 104  
ROANOKE, TX 76262  
Ph. 817-430-3318  
Contact: JOHN DELIN