OWNER'S DEDICATION: WHEREAS La Cima Investments, Inc. is the owner of a tract of land situated in the H. Jamison Survey, Abstract Number 480, Town of Prosper, Collin County, Texas, and being all of Lot 3, Block A of Hunter Gateway Centre Addition, an addition to the Town of Prosper as recorded in Instrument Number 20110620010001070 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being all of that tract of land described in deed to La Cima Investment Inc., as recorded in Instrument Number 20210319000552920, O.P.R.C.C.T., and being more particularly described by metes and bounds as follows: BEGINNING at an "X"-Cut found for the north4asxt corner of said Lot 3; THENCE South 00 degrees 28 minutes 32 seconds East, along the east line of said Lot 3, a distance of 276.00 feet to a 1/2-inch iron rod with cap stamped "POGUE" found for the southeast corner of said Lot 3, said corner being on the north right-of-way line of U.S. Highway No. 80 (a variable width public right-of-way); THENCE South 89 degrees 31 minutes 28 seconds West, along the common said north right-of-way line and the south line of said Lot 3, a distance of 132.46 feet to a 1/2-inch iron rod with cap stamped "PEISER" found for the southwest corner of said Lot 3; northwest corner of said Lot 3; square feet or 0.8392 acres of land, more or less.

THENCE North 00 degrees 28 minutes 32 seconds West, along the west line of said Lot 3, a distance of 276.00 feet to a 1/2-inch iron rod with cap stamped "PEISER" found for the

THENCE North 89 degrees 31 minutes 28 seconds East, along the north line of said Lot 3, a distance of 132.46 feet to the POINT OF BEGINNING AND CONTAINING 36,557

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That LA CIMA INVESTMENT, INC., the owner acting by and through its duly authorized agent of the property described in this plat does hereby adopt this plat, designating the property as Lot 3, Block A, HUNTER GATEWAY CENTRE ADDITION, an addition to the Town of Prosper, Collin County, Texas and does hereby dedicate, in fee simple and to the public use forever, the streets, roads, avenues, alleys, public areas shown thereon and does further dedicate to the public use forever the easements shown thereon for the purposes indicated. LA CIMA INVESTMENT, INC does herein certify the following:

1. The streets, roads, avenues and alleys are dedicated for street, road and avenue purposes.

2. All public improvements and dedications shall be free and clear of all debt, liens and/or

3. The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated on this plat.4. 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 City of Melissa's use thereof.

5. The Town of Prosper and any public or private utility shall have the right to remove and keep removed all or any part of any building, fence, tree, shrub, or other structure, improvement or growth which in any way may endanger or interfere with the construction, reconstruction, maintenance, operation or efficiency of their respective systems in the

6. The Town of Prosper and any public or private utility shall all times have the full right of Ingress and egress to or from and upon the such easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to, enlarging, or removing all or parts of its operation without the necessity at any time of procuring the permission of anyone.

7. All modifications to this document shall be by means of plat and approved by the Town of Prosper.

This plat approved subject to all applicable ordinances, rules, regular of the Town of Prosper, Texas.	ılations, and resolution
WITNESS, my hand at Prosper, Texas this the20	day of

VISHNU PATEL, OWNER

LA CIMA INVESTMENTS, INC

STATE OF TEXAS COUNTY OF

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared Vishnu Patel, 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 consideration therein expressed, and in the capacity therein stated.

WITNESS MY HAND at _, Texas, this _____ day of __

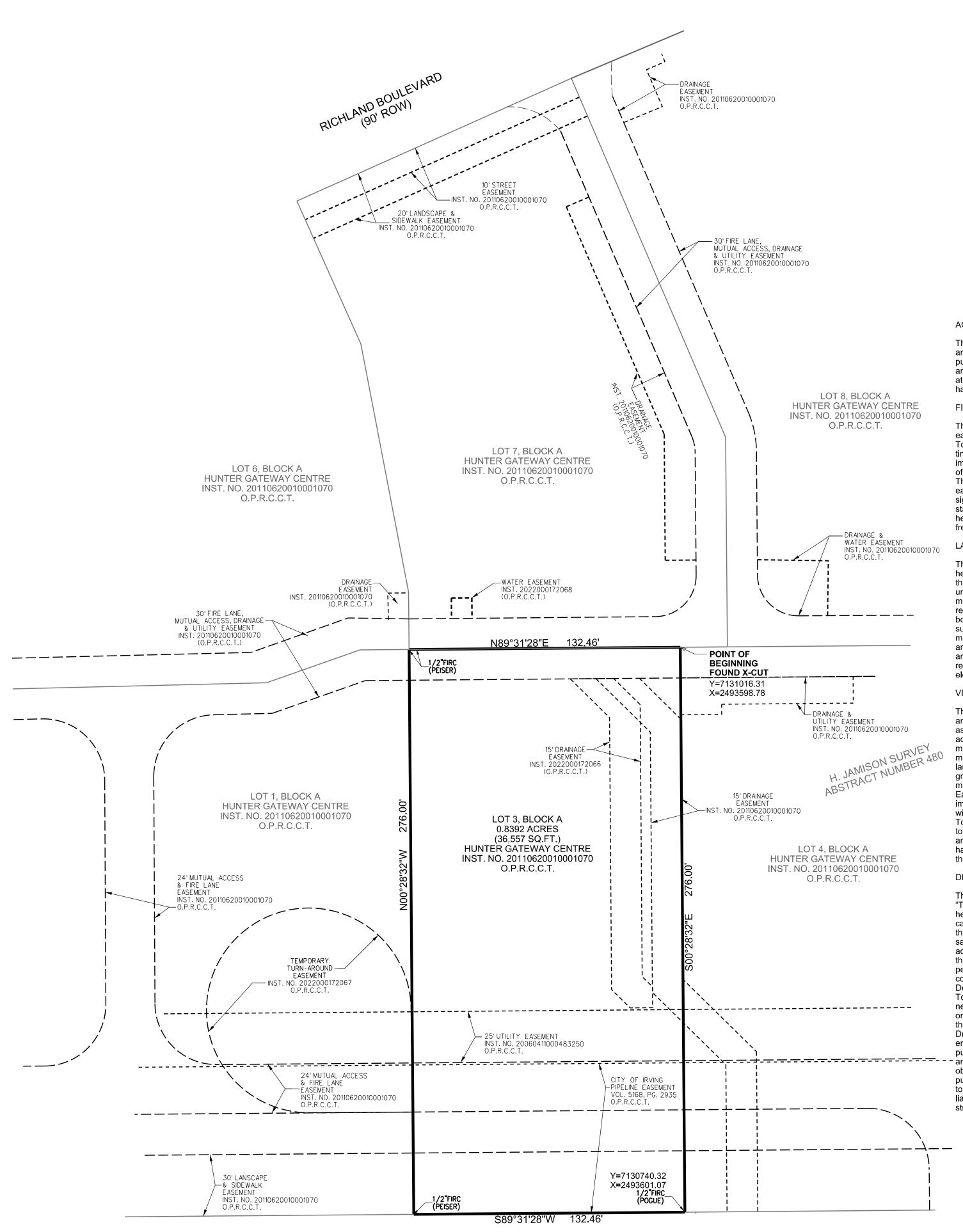
Notary Public in and for the State of Texas

LEGEND

O.P.R.C.C.T OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS D.R.C.C.T. DEED RECORDS OF COLLIN COUNTY, TEXAS SQ.FT. **SQUARE FEET VOLUME**

VOL. R.O.W. RIGHT OF WAY PAGE **INSTRUMENT** INST. NO.

NUMBER IRON ROD FOUND WITH CAP



U.S. HIGHWAY NO. 380 (VARIABLE WIDTH ROW)

OWNER:

LA CIMA INVESTMENT. INC. 422 DESERT WILLOW LANE MURPHY, TX 75094 PH: 972-890-8738 EMAIL: vmp022000@gmail.com



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 COUNTY OF 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 naintenance 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 accessible 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 construction of any type of building, fence or any other structure within the Drainage and Detention Easement, as herein above defined shall be permitted, 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 if drainage structure in order to improve the storm drainage that may be occasions 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 jeep the Drainage and Detention Easement clean obstruct the flow of water, and the Town shall have the right or 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 shall not be held liable for any damages of any nature resulting from the failure of any structure of structures, within the Easement.

SURVEYOR'S NOTES:

1. Bearing system for this survey based on the Texas Coordinate System of 1983, North Central Zone (4202),

VICINITY MAP

NOT TO SCALE

2. This survey was prepared without the benefit of a Title Commitment

BROADWAY

Pop 1,018

Based upon graphical plotting the subject property is located within Zone "X" (unshaded), being defined as those areas determined to be outside the 0.2% annual chance floodplain, as delineated on Flood Insurance Rate Map, Number 48085CO235J, dated June 02, 2009.

4. The purpose of this plat is to Final Plat the lot following construction.

5. A 30' Radius is required for the turn-around. If the adjacent site is not under construction at the time of the issuance of the Certificate of Occupancy, a 30' Radius turnaround will be

KNOW ALL MEN BY THESE PRESENTS

THAT I, Joel C. Howard, do hereby certify that I prepared this plat 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 City of Melissa, Texas.

		PRELIMINARY This document shall not be recorded for any
Signature:	Date:	purpose and shall not be used or viewed or relied upon as a final survey document.
		Release date: 03/12/2024 JOEL C. HOWARD
STATE OF TEXAS		RPLS No. 6267 FOR REVIEW & COMMEN

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared Joel C. Howard, 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 consideration therein expressed, and in the capacity therein stated.

ΓNESS MY HAND at	, Texas, this	day of	20

Notary Public in and for the State of Texas

ERTIFICATE (OF APPROVAL

Approved this the _day of 2024 by the Planning & Zoning Commission of the Town of Prosper, Texas.

Town Secretary
,

Engineering Department

Department of Development Services



SURVEYING • MAPPING • SCANNING

3410 MIDCOURT RD, SUITE 110 CARROLLTON, TEXAS 75006 SCALE 1"=30' (972) 243-2409 PROJECT NUMBER: 2185 TBPLS FIRM NO. 10194205

DATED: JANUARY 21, 2024 DRAWN BY: LEO

FINAL PLAT **DEVAPP-23-0224 HUNTER GATEWAY CENTRE ADDITION** BLOCK A, LOT 3 0.8392 ACRES

H. JAMISON SURVEY, ABSTRACT NO. 480 TOWN OF PROSPER. COLLIN COUNTY. TEXAS