



OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS, PROSPER VILLAGES AT LEGACY LLC is the owner of a tract of land situated in the L. Netherly Survey, Abstract No. 962, Town of Prosper, Denton County, Texas, and being all of Lot 10, Block A of Prosper Center, Block A, Lots 5, 9 and 10, according to the plat thereof recorded in Document No. 2019-454 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" found for the westerly southeast corner of said Lot 10, common to the west end of a corner clip at the intersection of the northwesterly right of way line of Legacy Drive, a variable width right of way, with the northerly right of way line of Prairie Drive, a variable width right of way;

THENCE North 49°23'46" West, along the southwesterly line of said Lot 10 and the northeasterly right of way line of said Prairie Drive, a distance of 125.69 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

THENCE North 57°15'44" West, continuing along the southwesterly line of said Lot 10 and the northeasterly right of way line of said Prairie Drive, a distance of 156.03 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the left with a radius of 1,376.86 feet, a central angle of 23°52'04", and a chord bearing and distance of North 68°41'36" West, 569.42 feet;

THENCE in a northwesterly direction continuing along the southwesterly line of said Lot 10 and the northeasterly right of way line of said Prairie Drive, and with said non-tangent curve to the left, an arc distance of 573.56 feet to an "X" cut in concrete found for the southwest corner of said Lot 10, common to the southeast corner of the Parks at Legacy, Phase One, according to the plat thereof recorded in Document No. 2015-283 of the Plat Records of Denton County, Texas;

THENCE North 21°33'26" East, departing the northeasterly right of way line of said Prairie Drive, along the westerly line of said Lot 10 and the easterly line of said the Parks at Legacy, Phase One, a distance of 340.17 feet to an "X" cut in concrete found for the northwest corner of said Lot 10, common the southwest corner of Parks at Legacy, Phase IV, according to the plat thereof recorded in Document No. 2020-178 of the Plat Records of Denton County, Texas;

THENCE South 68°26'23" East, departing the easterly line of said the Parks at Legacy, Phase One, along the northeasterly line of said Lot 10 and the southwesterly line of said Parks at Legacy, Phase IV, a distance of 592.10 feet to the northerly northeast corner of said Lot 10, common to the westerly southeast corner of said Parks at Legacy, Phase IV, being on the northwesterly line of Block A, Lot 9 of Prosper Center, Block A, Lots 5, 9 and 10, according to the plat thereof recorded in Document No. 2019-454 of the Plat Records of Denton County, Texas;

THENCE South 40°36'14" West, along the southeasterly line of said Lot 10 and the northwesterly line of said Lot 9, a distance of 60.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for an interior ell corner of said Lot 10, common to the westerly corner of said Lot 9;

THENCE South 49°23'46" East, along the northeasterly line of said Lot 10 and the southwesterly line of said Lot 9, a distance of 396.28 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the easterly northeast corner of said Lot 10, common to the southeast corner of said Lot 9, same being on the northwesterly right of way line of aforesaid Legacy Drive;

THENCE South 44°24'25" West, along the southeasterly line of said Lot 10 and the northwesterly right of way line of said Legacy Drive, a distance of 34.40 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

THENCE South 40°36'14" West, continuing along the southeasterly line of said Lot 10 and the northwesterly right of way line of said Legacy Drive, a distance of 185.67 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the easterly southeast corner of said Lot 10, common to the east end of aforesaid corner clip;

THENCE South 85°36'14" West, departing the northwesterly right of way line of said Legacy Drive and along the southerly line of said Lot 10, a distance of 35.36 feet to the POINT OF BEGINNING and containing 6.217 acres (270,800 square feet) of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT PROSPER VILLAGES AT LEGACY LLC, acting herein by and through its duly authorized officer, does hereby certify and adopt this plat designating the herein above described property as PROSPER CENTER, BLOCK A, LOTS 10 AND 11, an addition to the Town of Prosper, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. PROSPER VILLAGES AT LEGACY LLC AND ORL III, LLC, does herein certify the following:

- 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.
- The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated on this plat.
- 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 if approved by the Town of Prosper.
- The Town of Prosper is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
- 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.
- 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 efficiency of their respective systems in the easements.
- 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.
- 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.

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.

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.

WITNESS, my hand, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: PROSPER VILLAGES AT LEGACY LLC, a Texas limited liability company

By: \_\_\_\_\_  
Craig Curry, Manager

\_\_\_\_\_  
Printed Name

STATE OF TEXAS §  
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this personally appeared Craig Curry, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

SURVEYOR'S CERTIFICATE

Known All Men By These Presents:

That I, Sylviana Gunawan, 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 Regulation of the Town of Prosper, Texas.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

SYLVIANA GUNAWAN  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6461  
6160 WARREN PARKWAY, SUITE 210  
FRISCO, TEXAS 75034  
PH. 972-335-3580  
sylviana.gunawan@kimley-horn.com

STATE OF TEXAS §  
COUNTY OF DENTON §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

CERTIFICATE OF APPROVAL

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the Planning & Zoning Commission of the Town of Prosper, Texas.

\_\_\_\_\_  
Town Secretary

\_\_\_\_\_  
Engineering Department

\_\_\_\_\_  
Development Services Department

THE PURPOSE OF THIS REVISED CONVEYANCE  
PLAT IS TO CREATE 2 LOTS OUT OF LOT 10

REVISED CONVEYANCE PLAT  
PROSPER CENTER  
BLOCK A, LOTS 10 AND 11

6.217 ACRES

L. NETHERLY SURVEY, ABSTRACT NO. 962  
TOWN OF PROSPER, DENTON COUNTY, TEXAS  
CASE NO. DEVAPP-24-0032

Kimley»Horn

6160 Warren Parkway, Suite 210  
Frisco, Texas 75034  
Tel. No. (972) 335-3580  
FIRM # 10193822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SG	KHA	May. 2024	067252018	2 OF 2

OWNER:  
Prosper Villages at Legacy LLC  
10950 Research Road  
Frisco, Texas 75033  
Ph: 214.387.3993  
Contact: Clint Richardson

ENGINEER:  
Kimley-Horn and Associates, Inc.  
100 W. Oak Street, Suite 203  
Denton, Texas 76201  
Ph: 940-287-3620  
Contact: Mack Mattkke, P.E.