

## **OWNERS CERTIFICATE** STATE OF TEXAS

COUNTY OF COLLIN §

WHEREAS, We, CLA-Prosper Tollway 1, LLC, are the sole owners of a tract of land situated in the COLLIN COUNTY SCHOOL LAND NO. 12 SURVEY, ABSTRACT NO. 147, in the Town of Prosper, Collin County, Texas, and being a portion of a tract of land described in deed to Prosper 67 Partners, Ltd., as recorded in County Clerk's Instrument No. 20121031001392700, Official Public Records, Collin County, Texas, also being all of Lot 1, Block A, Prosper 67 Partners Addition, an addition to the Town of Prosper, Collin County, Texas, according to the Conveyance Plat there of recorded in Cabinet 2021, Page 670, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner from which a 5/8-inch iron rod found bears South 75 degrees 24 minutes 17 seconds East, a distance of 0.71 feet, said point being the Northeast end of a corner clip at the intersection of the West right-of-way of Shawnee Trail, a variable width right-of-way, with the North right-of-way of Prosper Trail, a variable width right-of-way;

THENCE South 44 degrees 26 minutes 22 seconds West, along said corner clip, a distance of 35.36 feet to a 5/8-inch iron rod with yellow plastic cap stamped "JONES CARTER" found for the Southwest end of said corner clip on the North right-of-way of said Prosper Trail;

THENCE along the North right-of-way of said Prosper Trail, the following courses and distances:

South 89 degrees 26 minutes 22 seconds West, a distance of 507.11 feet to a 5/8-inch iron rod with yellow plastic cap stamped "JONES CARTER" found for corner, said point being the beginning of a curve to the right having a radius of 503.00 feet, a central angle of 08 degrees 22 minutes 24 seconds, a chord bearing of North 86 degrees 21 minutes 32 seconds West, and a chord length of 73.44 feet;

Along said curve to the right, an arc distance of 73.51 feet to a point for corner from which a 5/8-inch iron rod with yellow plastic cap stamped "JONES CARTER" found bears South 61 degrees 19 minutes 59 seconds West, a distance of 0.21 feet, said point being the beginning of a curve to the left having a radius of 527.02 feet, a central angle of 08 degrees 22 minutes 24 seconds, a chord bearing of North 86 degrees 22 minutes 24 seconds West, and a chord length of 76.95 feet;

Along said curve to the left, an arc distance of 77.02 feet to a 5/8-inch iron rod with yellow plastic cap stamped "JONES CARTER" found for corner;

South 89 degrees 26 minutes 22 seconds West, a distance of 44.73 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for the Southeast corner of Block L, Lot 1X (Open Space), Legacy Gardens Phase 1, an addition to the Town of Prosper, Collin County, Texas, according to the Plat thereof recorded in Cabinet 2019, Page 619, Official Public Records, Collin County, Texas;

THENCE North 00 seconds 36 minutes 40 seconds West, along the West line of said Lot 1, Block A, and the East line of said Block L, Lot 1X, a distance of 437.05 feet to a point for corner from which a 5/8-inch iron rod found bears South 57 degrees 35 minutes 29 seconds West, 0.32 feet;

THENCE North 89 degrees 28 minutes 09 seconds East, departing the East line of said Block L, Lot 1X, along the North line of said Lot 1, Block A, a distance of 744.94 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner on the West right-of-way of said Shawnee Trail, said point being the beginning of a non-tangent curve to the left having a radius of 1,145.00 feet, a central angle of 06 degrees 39 minutes 12 seconds, a chord bearing of South 02 degrees 46 minutes 08 seconds West, and a chord length of 132.89 feet;

THENCE along the West right-of-way of said Shawnee Trail, the East line of said Lot 1, Block A, and along said non-tangent curve to the left, an arc distance of 132.96 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE South 00 degrees 33 minutes 38 seconds East, continuing the West right-of-way of said Shawnee Trail and the East line of said Lot 1, Block A, a distance of 15.00 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE South 03 degrees 15 minutes 13 seconds West, continuing the West right-of-way of said Shawnee Trail and the East line of said Lot 1, Block A, a distance of 150.33 feet to a point for corner from which a 5/8-inch iron rod found bears South 74 degrees 18 minutes 50 seconds West, a distance of 0.67 feet;

THENCE South 00 degrees 33 minutes 38 seconds East, continuing the West right-of-way of said Shawnee Trail and the East line of said Lot 1, Block A, a distance of 125.00 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 7.496 acres or 326,535 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 8th day of October, 2021, utilizing a G.P.S. bearing related to the Town of Prosper, Texas Geodetic Control Monuments No. 3 and No. 4, North Texas Central Zone (4202), NAD 83, grid values.

## NOW. THEREFORE. KNOWN ALL MEN BY THESE PRESENTS:

THAT, CLA-Prosper Tollway 1, LLC, acting herein by and through its duly authorized officers, do hereby certify and adopt this plat designating the herein above described property as **THE OFFICES AT PROSPER TRAIL**, Lot 1, Block A, an addition to the Town of Prosper, and does hereby dedicate to the public use forever, the streets and allevs shown thereon. The CLA-Prosper Tollway 1, LLC does hereby 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 building, fences, trees, shrubs, or other improvements or growth 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 the 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 part of any building, fences, trees, shrubs, or other improvements or growths which may in any was 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. For lots adjacent to a Floodplain Only:
- 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	day of	, 2024.	
BY:			
Authorized Signature	Printed Name and Title	<del></del>	

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 he/she executed the same for the purpose and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public in and for State of Texas My Commission Expires:

SURVEYOR'S CERTIFICATE

STATE OF TEXAS

COUNTY OF DALLAS

Known All Men By These Presents:

That I, Leonard J. Lueker, 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 \_\_\_\_\_

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.

Leonard J. Lueker Registered Professional Land Surveyor Texas Registration # 5714 Winkelmann & Associates, Inc. 6750 Hillcrest Plaza Drive, Suite 215 Dallas, Texas 75230 (972) 490-7090

STATE OF TEXAS COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for The State of Texas, on this day personally appeared Leonard J. Lueker, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge 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 office, this \_\_ day of \_\_\_\_\_

Notary Public in and for the State of Texas

My Commission Expires On:

# **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 FLOODWAY 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 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, of 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.

#### 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.

#### 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.

LINE TABLE				
LINE#	BEARING	DISTANCE		
L1	S89°26'22"W	44.73'		
L2	N00°31'51"W	47.84'		
L3	S00°31'58"E	47.77'		
L4	S00°31'51"E	29.76'		
L5	N90°00'00"E	6.62'		
L6	S00°00'00"E	10.00'		
L7	N90°00'00"W	8.62'		
L8	S89°28'09"W	5.00'		
L9	N00°31'51"W	10.00'		
L10	N89°28'09"E	5.00'		
L11	S89°28'09"W	9.99'		
L12	N00°31'51"W	10.00'		
L13	N89°28'09"E	5.53'		
L14	N89°28'09"E	15.00'		
L15	S89°28'09"W	5.55'		
L16	N00°31'51"W	10.00'		
L17	N89°28'09"E	10.00'		
L18	N89°28'09"E	5.01'		
L19	S00°31'51"E	5.00'		
L20	N89°28'09"E	5.00'		
L21	S00°31'51"E	10.00'		
L22	S89°28'09"W	10.00'		
L23	S00°31'51"E	9.58'		
L24	S89°28'09"W	10.00'		

LINE TABLE			
LINE#	BEARING	DISTANC	
L25	N00°31'51"W	10.00'	
L26	N00°00'00"E	12.82'	
L27	N90°00'00"E	10.00'	
L28	S00°00'00"E	3.46'	
L29	S89°28'09"W	5.00'	
L30	N00°31'51"W	5.00'	
L31	S89°28'09"W	5.00'	
L32	N00°31'51"W	10.00'	
L33	N89°28'09"E	10.00'	
L34	S89°28'09"W	10.13'	
L35	N00°31'51"W	10.00'	
L36	N89°28'09"E	5.42'	
L37	S89°28'09"W	10.00'	
L38	N00°30'58"W	9.72'	
L39	N89°28'09"E	15.00'	
L40	S00°25'15"E	23.80'	
L41	S89°28'12"W	21.71'	
L42	N86°34'11"W	26.57'	
L43	N89°28'09"E	15.00'	
L44	S89°26'22"W	18.77'	
L45	N89°28'09"E	5.01'	
L46	N00°33'38"W	30.04'	
L47	S89°28'09"W	17.30'	
L49	N89°28'09"E	5.00'	
	L25 L26 L27 L28 L29 L30 L31 L32 L33 L34 L35 L36 L37 L38 L40 L41 L42 L43 L44 L45 L44 L45 L46 L47	LINE # BEARING  L25 N00°31'51"W  L26 N00°00'00"E  L27 N90°00'00"E  L28 S00°00'00"E  L29 S89°28'09"W  L30 N00°31'51"W  L31 S89°28'09"W  L32 N00°31'51"W  L33 N89°28'09"E  L34 S89°28'09"W  L35 N00°31'51"W  L36 N89°28'09"E  L37 S89°28'09"W  L38 N00°31'51"W  L38 N00°31'51"W  L39 N89°28'09"E  L40 S00°25'15"E  L41 S89°28'12"W  L42 N86°34'11"W  L43 N89°28'09"E  L44 S89°28'09"E  L44 S89°28'09"E  L44 S89°28'12"W  L45 N89°28'09"E  L46 N00°33'38"W  L47 S89°28'09"W	

CLA-Prosper Tollway 1, LLC

Frisco, Texas 75034

Ph. (214) 533-2800

C. Stewart Slack

8072 Preston Road, Suite 205

Ш	LINE#	BEARING	DISTANC
	L50	N00°31'51"W	10.00'
	L51	S89°28'09"W	5.00'
	L52	N89°28'09"E	10.94'
	L53	N00°31'51"W	10.00'
	L54	S89°28'09"W	8.35'
	L55	N89°28'09"E	14.77'
	L56	N00°31'51"W	10.00'
	L57	S89°28'09"W	5.00'
	L58	N89°28'09"E	5.00'
	L59	N00°31'51"W	10.00'
	L60	S89°28'09"W	5.00'
	L61	S89°28'09"W	10.00'
	L62	N00°31'51"W	10.00'
	L63	N89°28'09"E	10.00'
	L64	S89°28'09"W	5.00'
	L65	N00°31'51"W	10.00'
	L66	N89°28'09"E	5.00'
	L67	N89°28'09"E	5.00'
	L68	N00°31'51"W	10.00'
	L69	S89°28'09"W	5.00'
	L70	N89°28'09"E	9.88'
	L71	S00°31'51"E	10.00'
	L72	S89°28'09"W	7.17'

SURVEYOR/ENGINEER

Surveyor: Leonard Lueker

Engineer: Will Winkelmann

Dallas, Texas 75230

Ph. (972) 490-7090

Winkelmann & Associates, Inc.

6750 Hillcrest Plaza Drive, Suite 215

LINE TABLE

**CERTIFICATE OF APPROVAL** Approved this \_\_\_\_ day of Planning & Zoning Commission of the Town of Prosper, Texas.

**Development Services Department** 

**Town Secretary** 

**Engineering Department** 

#### FINAL PLAT THE OFFICES AT PROSPER TRAIL BLOCK A, LOT 1

BEING A REPLAT OF LOT 1, BLOCK A, THE OFFICES AT PROSPER TRAIL AS RECORDED IN CABINET 2021, PAGE 670 BEING 7.496 OUT OF THE COLLIN COUNTY SCHOOL LAND NO. 12 SURVEY, ABSTRACT NO. 147 IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS **CURRENT ZONING: PD-75** DATE OF PREPARATION: FEBRUARY, 2022

CITY PROJECT NO. DEVAPP-24-0009

SHEET