

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and the North Texas Conference of the United Methodist Church ("Owner") (individually, a "Party" and collectively, the "Parties") to be effective (the "Effective Date") on the latest date executed by a Party.

WHEREAS, the Town is a home-rule municipal corporation, located in Collin County and Denton County, Texas, organized and existing under the laws of the State of Texas; and

WHEREAS, Owner is developing a day care center on an approximate 5.4-acre tract at Grace Chapel, located at on the southeast corner of FM 1385 and Denton Way (the "Property"), and a depiction of the Property is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the foregoing Property was rezoned by the Town Council on or about June 28, 2022, when the Town Council approved a specific use permit on the Property, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Owner's reasonable investment-backed expectations in the Development, as may be amended, and as more fully described herein.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

1. Development Standards. For any structure built on the Property following the Effective Date, it shall comply with the requirements contained in Exhibit B, "Building Elevation Plan" and "Façade Plan," all of which are attached hereto and incorporated herein. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.

2. Covenant Running with the Land. The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Owner and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other owners of the Property, regardless of whether this Agreement is expressly referenced therein.

3. Applicability of Town Ordinances. Owner shall develop the Property, and construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes.

4. Rough Proportionality. Owner hereby agrees that any land or property donated and/or dedicated to the Town pursuant to this Agreement, whether in fee simple or otherwise, including any easements (as may be reflected in any Final Plat), relative to any development on the Property is roughly proportional to the need for such land and Owner hereby waives any claim therefor that it may have. Owner further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Owner and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

5. Exactions/Infrastructure Costs. Both the Town and Owner have been represented by legal counsel in the negotiation of this Agreement and been advised or each has had the opportunity to have legal counsel review this Agreement and advise them, regarding Owner's and the Town's rights under Texas and federal law. Owner and the Town hereby waive any requirement that the other retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Owner specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code and any exemptions from impact fees under current or future law; however, notwithstanding the foregoing and to the extent permitted by law, Owner hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

6. Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages.

7. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Denton County, Texas.

8. **Notice.** Any notices required or permitted to be given hereunder (each, a "Notice") shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Prosper
 250 W. First Street
 P.O. Box 307
 Prosper, Texas 75078
 Attention: Town Secretary

If to Owner: North Texas Conference of the United Methodist Church
 P.O. Box 866128
 Plano, Texas 75080
 Attention: Keith Wolverton

9. **Prevailing Party.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

10. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto with respect to development of the Property and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

11. **Savings/Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

12. **Binding Agreement.** A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein, including without limitation a scanned copy sent via electronic mail by either Party.

13. **Authority to Execute.** This Agreement shall become a binding obligation on the Parties upon execution by all Parties hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to

execute this Agreement and bind the Town to the same. Owner warrants and represents that the individual executing this Agreement on behalf of Owner has full authority to execute this Agreement and bind Owner to the same. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.

14. Filing in Deed Records. This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Denton County, Texas.

15. Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to nonbinding mediation.

16. Notification of Sale or Transfer; Assignment of Agreement. Except with respect to a sale or transfer to a related entity of Owner, Owner shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Owner has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement. Except with respect to a sale or transfer to a related entity of Owner, a copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor owner assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement and/or the building has been constructed on the Property as provided in this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon such transfer. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain true and correct copies of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

17. Sovereign Immunity. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

18. Effect of Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent

of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

19. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

20. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original.

21. Amendment. This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor owner of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

22. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date referenced herein.

TOWN:

THE TOWN OF PROSPER, TEXAS

By: _____

Name: David F. Bristol

Title: Mayor, Town of Prosper

STATE OF TEXAS)

)

COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of August, 2022, by David F. Bristol, Mayor of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas

My Commission Expires: _____

OWNER:

**NORTH TEXAS CONFERENCE OF THE
UNITED METHODIST CHURCH**, a Texas non-
profit corporation

By: _____

Name: Keith Wolverton

Title: _____

STATE OF TEXAS)

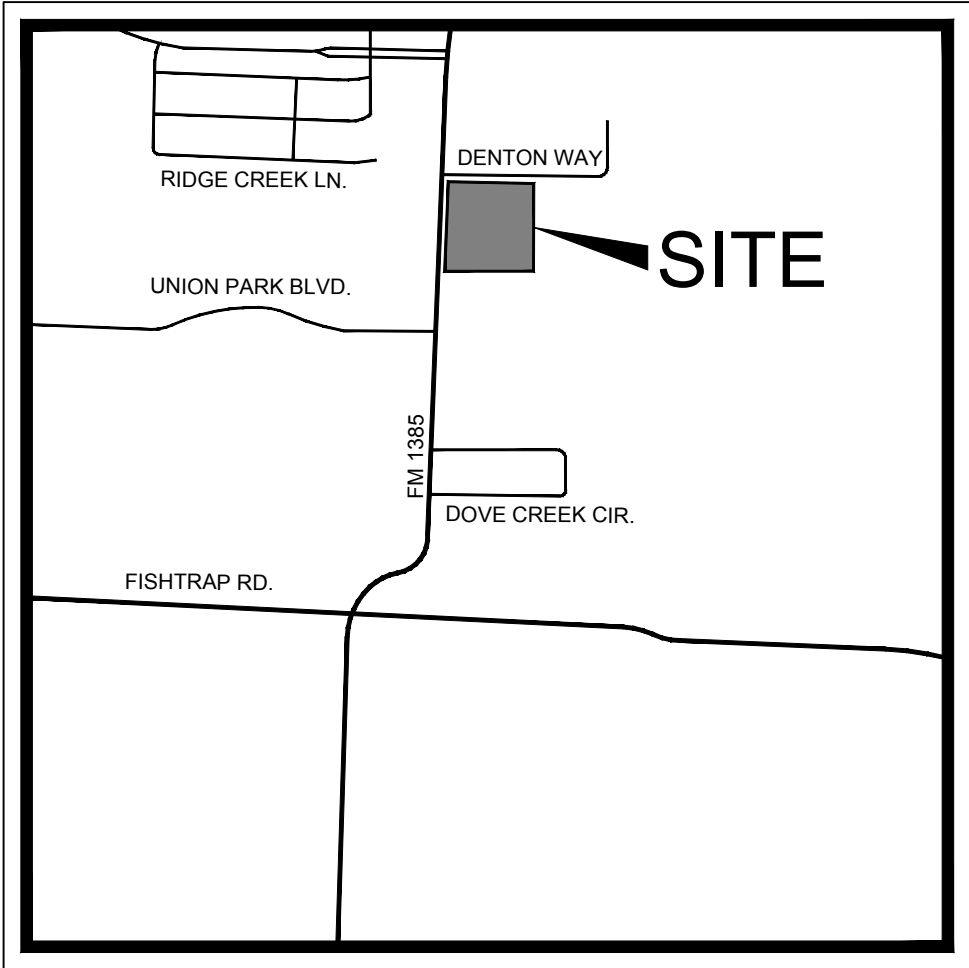
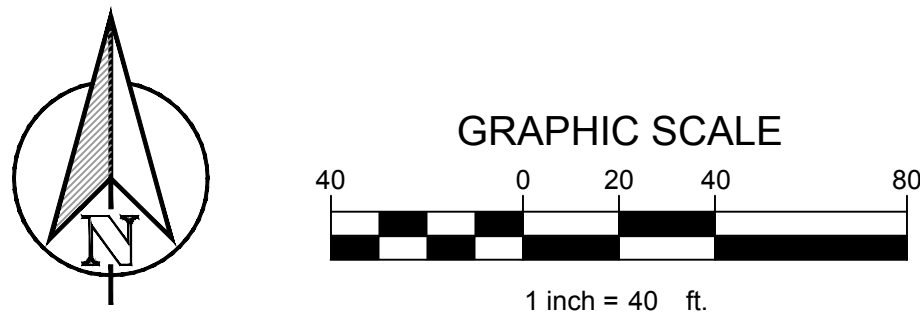
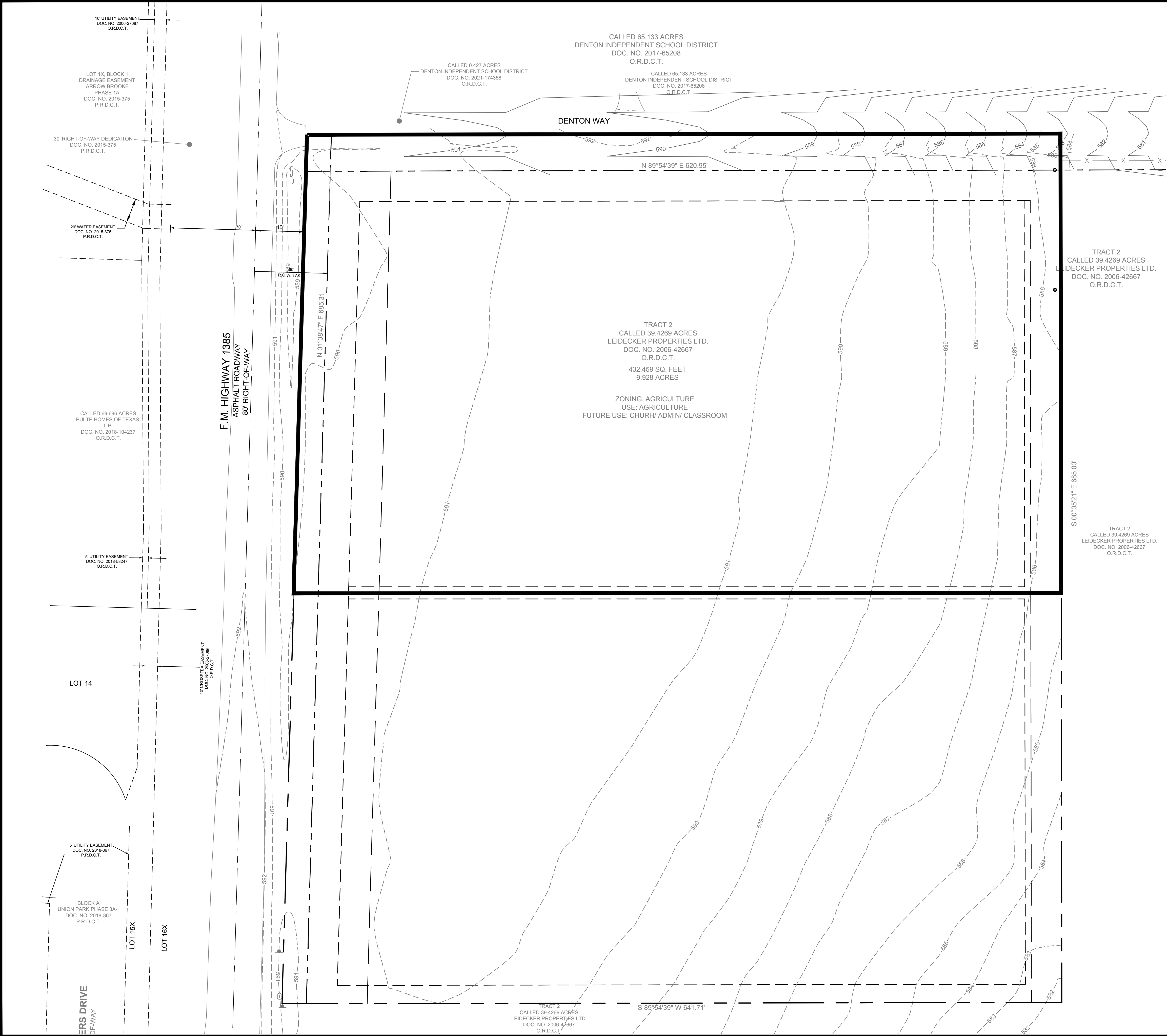
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2022, by Keith Wolverton in his capacity as _____ of the North Texas Conference of the United Methodist Church, a Texas non-profit corporation, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Owner.

Notary Public, State of Texas

My Commission Expires: _____

PLOTTED BY: MARK TORRES
 PLOT DATE: 5/23/2022 5:18 PM
 LOCATION: Z:\PROJECTS\2020-064 GRACE CHAPEL PROSPER\CADD\EXHIBIT\EXHIBIT A.DWG
 LAST SAVED: 5/16/2022 2:03 PM



VICINITY MAP
N.T.S.

GRACE CHAPEL PROSPER		
EXHIBIT A		
OWNER/DEVELOPER: NORTH TEXAS CONFERENCE OF THE UNITED METHODIST CHURCH PO BOX 866128 PLANO, TEXAS 75086		
CONTACT NAME: KENNETH WOLVERTON		
APPLICANT: CLAYMOORE ENGINEERING, INC. 1903 CENTRAL DRIVE, SUITE #406 BEDFORD, TX 76021 PH: 817.281.0572		
CONTACT NAME: DREW DONOSKY		
SURVEYOR: EAGLE SURVEYING, LLC 210 SOUTH ELM STREET, SUITE 104, TX 75057 PH: 940.222.3009		
CONTACT NAME: MASON DECKER		
LEGAL DESCRIPTION: LOTS 1, BLOCK A NORTH TEXAS CONFERENCE OF THE METHODIST CHURCH ADDITION GROSS AREA: 5.422 OR 236,172 SF		
CITY: TOWN OF PROSPER		STATE: TEXAS
COUNTY: DENTON	SURVEY: JOHN MORTON SURVEY	ABSTRACT NO.: 793

TEXAS REGISTRATION #14199

 1903 CENTRAL DRIVE, SUITE #406
 BEDFORD, TEXAS 76021
 PHONE: 817.281.0572
 WWW.CLAYMOOREENGINEERING.COM

PRELIMINARY
 FOR REVIEW ONLY
 Not for construction purposes.
CLAYMOORE ENGINEERING
 ENGINEERING AND PLANNING
 CONSULTANTS
 Engineer: DREW DONOSKY
 P.E. No. 125651 Date: 5/23/2022

**GRACE CHAPEL PROSPER
 FM 1385 & DENTON WAY
 PROSPER, TX**

No.	DATE	REVISION	BY

EXHIBIT A

 SHEET
EXH-A
 File No. 2020-064

DESIGN:	MKT
DRAWN:	MKT
CHECKED:	ASD
DATE:	4/12/2022

EXHIBIT A

Being a 5.27 acre tract of land out of the John Morton Survey, Abstract Number 793, situated in the Town of Prosper, Denton County, Texas, and being a portion of a called 10.35 acre tract of land conveyed to Trustees Of The North Texas Conference Of The United Methodist Church by deed of record in Document Number 2020-131951 of the Official Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" found in the East right-of-way line of Farm-To-Market Road No. 1385, being the Southwest corner of said 10.35 acre tract;

THENCE, N01°38'47"E, along the East right-of-way line of Farm-To-Market Road No. 1385, being the common West line of said 10.35 acre tract, a distance of 685.31 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the intersection of the East right-of-way line of Farm-To-Market Road No. 1385 and South margin of Noles Road, being the Southwest corner of a called 0.427 acre tract of land conveyed to Denton Independent School District by deed of record in Document Number 2021-174358 of said Official Records;

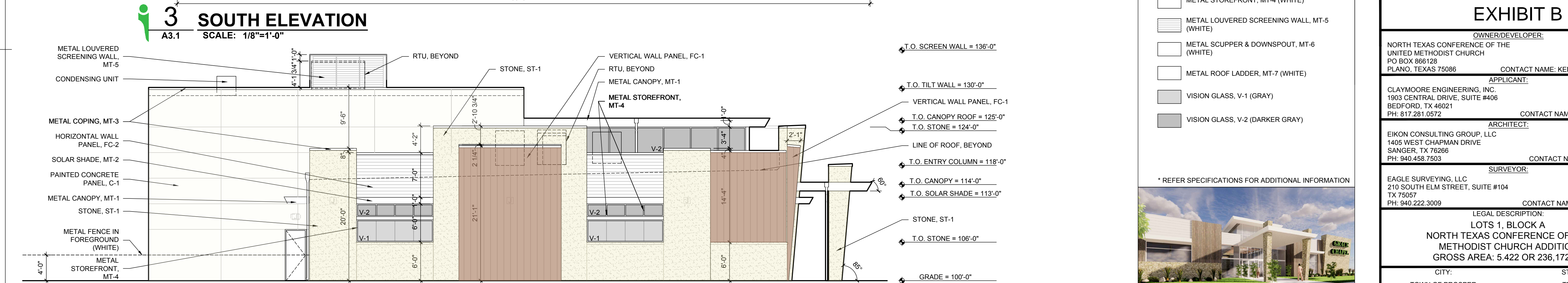
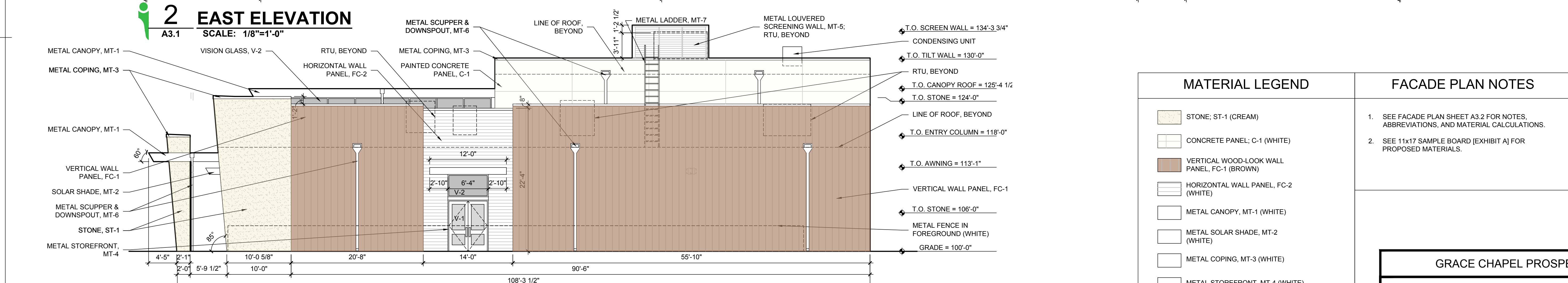
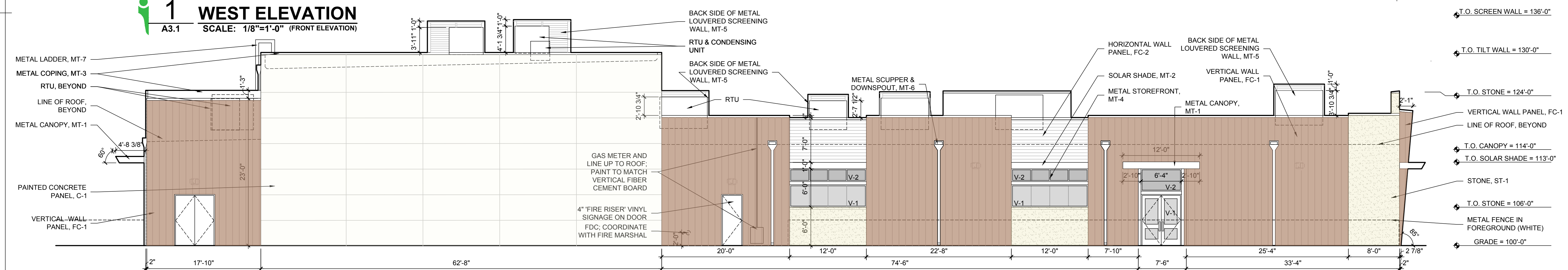
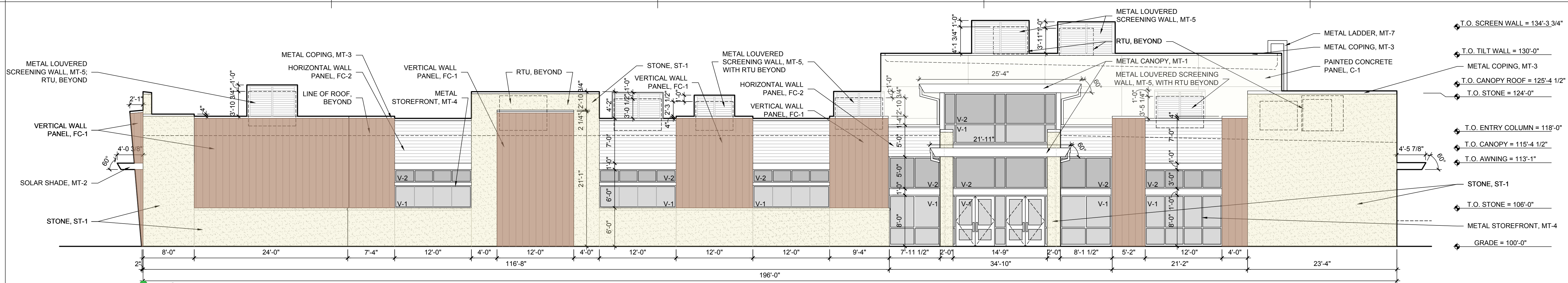
THENCE, N89°54'39"E, along the South line of said 0.427 acre tract and the South margin of Noles Road, a distance of 620.95 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Southeast corner of said 0.427 acre tract, being the Southwest corner of a called Tract 2 – 0.070 acre tract of land conveyed to Denton Independent School District by deed of record in Document Number 2021-114016 of said Official Records;

THENCE, S00°05'21"E, leaving the South margin of Noles Road, along the East line of said 10.35 acre tract, a distance of 347.93 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set, from which a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" found at the Southeast corner of said 10.35 acre tract bears S00°05'21"E, a distance of 337.07 feet;

THENCE, over and across said 10.35 acre tract, the following two (2) courses and distances:

1. WEST, a distance of 596.30 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
2. S01°33'47"W, a distance of 338.14 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the South line of said 10.35 acre tract;

THENCE, S89°54'39"W, along the South line of said 10.35 acre tract, a distance of 35.65 feet to the **POINT OF BEGINNING**, and containing an area of 5.27 acres (229,540 square feet) of land, more or less.



MATERIAL LEGEND

- STONE, ST-1 (CREAM)
- CONCRETE PANEL, C-1 (WHITE)
- VERTICAL WOOD-LOOK WALL PANEL, FC-1 (BROWN)
- HORIZONTAL WALL PANEL, FC-2 (WHITE)
- METAL CANOPY, MT-1 (WHITE)
- METAL SOLAR SHADE, MT-2 (WHITE)
- METAL COPING, MT-3 (WHITE)
- METAL STOREFRONT, MT-4 (WHITE)
- METAL LOUVERED SCREENING WALL, MT-5 (WHITE)
- METAL SCUPPER & DOWNSPOUT, MT-6 (WHITE)
- METAL ROOF LADDER, MT-7 (WHITE)
- VISION GLASS, V-1 (GRAY)
- VISION GLASS, V-2 (DARKER GRAY)

* REFER SPECIFICATIONS FOR ADDITIONAL INFORMATION

FACADE PLAN NOTES

- SEE FACADE PLAN SHEET A3.2 FOR NOTES, ABBREVIATIONS, AND MATERIAL CALCULATIONS.
- SEE 11x17 SAMPLE BOARD (EXHIBIT A) FOR PROPOSED MATERIALS.

GRACE CHAPEL PROSPER

EXHIBIT B

OWNER/DEVELOPER:
NORTH TEXAS CONFERENCE OF THE
UNITED METHODIST CHURCH
PO BOX 866128
PLANO, TEXAS 75086
CONTACT NAME: KENNETH WOLVERTON

APPLICANT:
CLAYMOORE ENGINEERING, INC.
1903 CENTRAL DRIVE, SUITE #406
BEDFORD, TX 76021
PH: 817.281.0572
CONTACT NAME: DREW DONOSKY

ARCHITECT:
EIKON CONSULTING GROUP, LLC
1405 WEST CHAPMAN DRIVE
SANGER, TX 76266
PH: 940.458.7503
CONTACT NAME: ANN PINKHAM

SURVEYOR:
EAGLE SURVEYING, LLC
210 SOUTH ELM STREET, SUITE #104
TX 75057
PH: 940.222.3009
CONTACT NAME: MASON DECKER

LEGAL DESCRIPTION:
LOTS 1, BLOCK A
NORTH TEXAS CONFERENCE OF THE
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GROSS AREA: 5.422 OR 236,172 SF

CITY: TOWN OF PROSPER
STATE: TEXAS
COUNTY: DENTON
SURVEY: JOHN MORTON SURVEY
ABSTRACT NO. 793
DATE: 04/18/2022

EXHIBIT 'D' FACADE PLAN

BUILDING ELEVATIONS

A3.1

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BUILDING EXTERIOR ELEVATION MATERIAL CALCULATIONS

NORTH ELEVATION

MATERIAL	AREA	PERCENTAGE*
1. VERTICAL WALL PANELS	521 SQ. FT.	19%
2. HORIZONTAL WALL PANELS	160 SQ. FT.	6%
3. CONCRETE PANELS	983 SQ. FT.	35%
4. MISCELLANEOUS DETAILING METALS	224 SQ. FT.	8%
5. METAL SCREENING	85 SQ. FT.	3%
6. STONE	818 SQ. FT.	29%
NET SURFACE ELEVATION AREA	2,792 SQ. FT.	100%
GLAZING SURFACE AREA	196 SQ. FT.	
TOTAL SURFACE ELEVATION AREA	2,988 SQ. FT.	

SOUTH ELEVATION

MATERIAL	AREA	PERCENTAGE*
1. VERTICAL WALL PANELS	1,710 SQ. FT.	59%
2. HORIZONTAL WALL PANELS	220 SQ. FT.	7%
3. CONCRETE PANELS	396 SQ. FT.	14%
4. MISCELLANEOUS DETAILING METALS	208 SQ. FT.	7%
5. METAL SCREENING	62 SQ. FT.	2%
6. STONE	312 SQ. FT.	11%
NET SURFACE ELEVATION AREA	2,908 SQ. FT.	100%
GLAZING SURFACE AREA	73 SQ. FT.	
TOTAL ELEVATION AREA	2,981 SQ. FT.	

EAST ELEVATION

MATERIAL	AREA	PERCENTAGE*
1. VERTICAL WALL PANELS	1,896 SQ. FT.	41%
2. HORIZONTAL WALL PANELS	160 SQ. FT.	3%
3. CONCRETE PANELS	1,870 SQ. FT.	40%
4. MISCELLANEOUS DETAILING METALS	314 SQ. FT.	7%
5. METAL SCREENING	118 SQ. FT.	2%
6. STONE	312 SQ. FT.	7%
NET SURFACE ELEVATION AREA	4,670 SQ. FT.	100%
GLAZING SURFACE AREA	153 SQ. FT.	
TOTAL ELEVATION AREA	4,823 SQ. FT.	

WEST ELEVATION

MATERIAL	AREA	PERCENTAGE*
1. VERTICAL WALL PANELS	1,167 SQ. FT.	28%
2. HORIZONTAL WALL PANELS	394 SQ. FT.	9%
3. CONCRETE PANELS	499 SQ. FT.	12%
4. MISCELLANEOUS DETAILING METALS	422 SQ. FT.	10%
5. METAL SCREENING	224 SQ. FT.	5%
6. STONE	1,542 SQ. FT.	36%
NET SURFACE ELEVATION AREA	4,248 SQ. FT.	100%
GLAZING SURFACE AREA	715 SQ. FT.	
TOTAL ELEVATION AREA	4,963 SQ. FT.	

OVERALL BUILDING

MATERIAL	AREA	PERCENTAGE*
1. VERTICAL WALL PANELS	5,294 SQ. FT.	36%
2. HORIZONTAL WALL PANELS	934 SQ. FT.	6%
3. CONCRETE PANELS	3,748 SQ. FT.	25%
4. MISCELLANEOUS DETAILING METALS	1,168 SQ. FT.	8%
5. METAL SCREENING	833 SQ. FT.	5%
6. STONE	2,984 SQ. FT.	20%
NET SURFACE ELEVATION AREA	14,618 SQ. FT.	100%
GLAZING SURFACE AREA	1,137 SQ. FT.	
TOTAL ELEVATION AREA	15,755 SQ. FT.	

*CALCULATED PERCENTAGE AREA OF EACH MATERIAL IS CALCULATED AGAINST THE NET SURFACE AREA

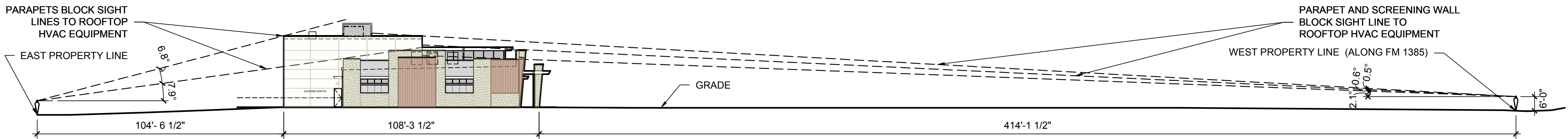
MATERIAL LEGEND

	STONE; ST-1 (CREAM)
	CONCRETE PANEL; C-1 (WHITE)
	VERTICAL WOOD-LOOK WALL PANEL, FC-1 (BROWN)
	HORIZONTAL WALL PANEL, FC-2 (WHITE)
	METAL CANOPY, MT-1 (WHITE)
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	METAL SCUPPER & DOWNSPOUT, MT-6 (WHITE)
	METAL ROOF LADDER, MT-7 (WHITE)
	VISION GLASS, V-1 (GRAY)
	VISION GLASS, V-2 (DARKER GRAY)

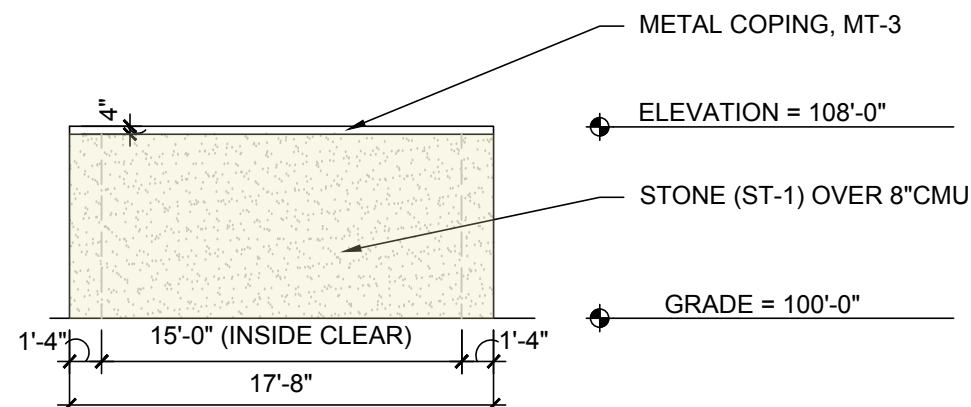
* REFER SPECIFICATIONS FOR ADDITIONAL INFORMATION

FACADE PLAN NOTES

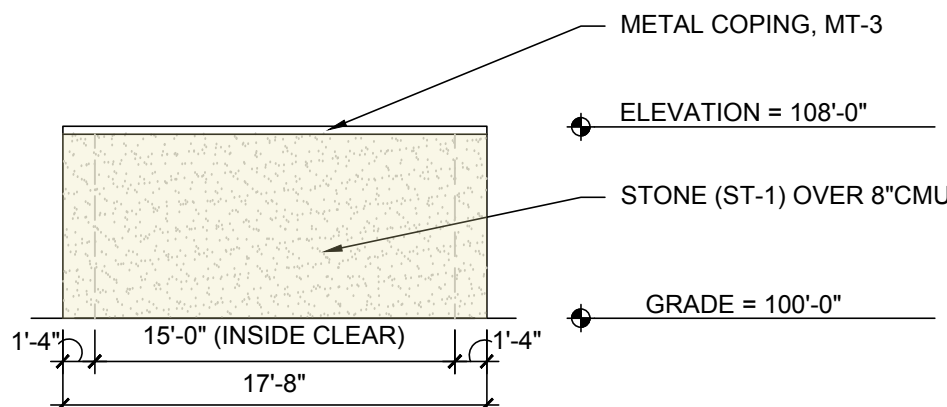
- ABBREVIATIONS FOR ELEVATIONS:
T.O. = TOP OF REFERENCE PLANE
B.O. = BOTTOM OF REFERENCE PLANE
- VARIATIONS IN DIMENSIONING MAY EXIST BETWEEN EDGE OF FOUNDATION AND FACE OF EXTERIOR BUILDING MATERIAL AT GRADE LEVEL. ON ELEVATIONS, THE INITIAL HORIZONTAL DIMENSION STRING IS FOR MATERIALS AND THE SECOND DIMENSION STRING TIES BACK TO THE EDGE OF FOUNDATION.
- SIGHT LINES ARE ESTABLISHED FROM 6'-0" ABOVE GRADE AT PROPERTY LINE.
- SEE 11x17 SAMPLE BOARD [EXHIBIT A] FOR PROPOSED MATERIALS.
- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW FROM BUILDING INSPECTIONS DIVISION.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL BE THE SPECIFICATIONS OF THE ZONING ORDINANCE.
- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DIVISION.
- WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN PERCENT (10%).
- ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.
- A MINIMUM 4'-0" x 4'-0" BUILDING MATERIAL MOCK-UP BOARD MUST BE CONSTRUCTED AT WORK SITE AND INSPECTED BY THE PLANNING DIVISION PRIOR TO VERTICAL CONSTRUCTION.



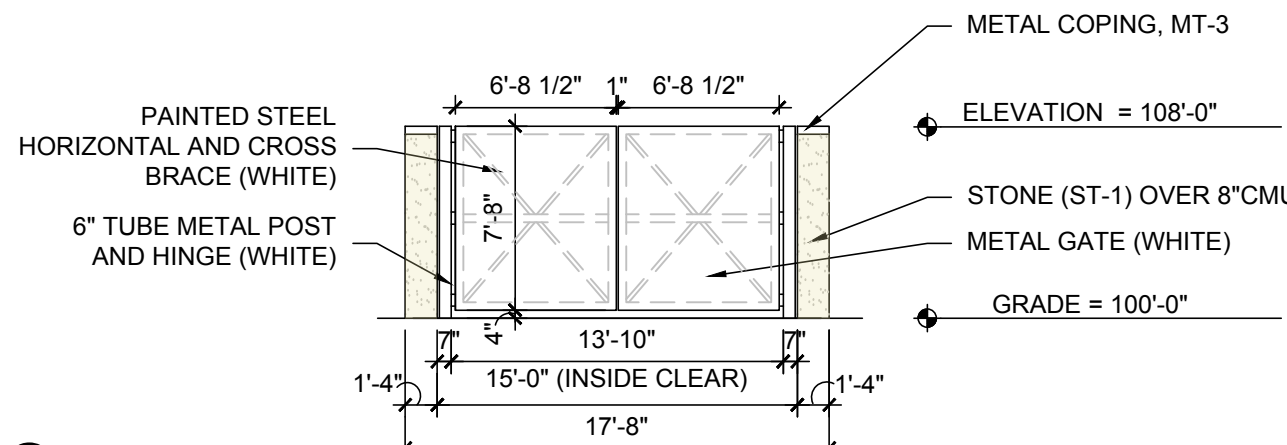
6 EAST/ WEST CROSS SIGHT LINE STUDY FROM PROPERTY LINES
A3.2 SCALE: 1/32" = 1'-0" (LOOKING SOUTH)



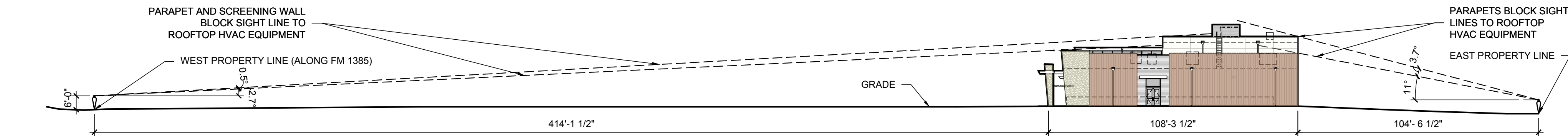
5 SOUTHWEST DUMPSTER ELEVATION
A3.2 SCALE: 1/8" = 1'-0"



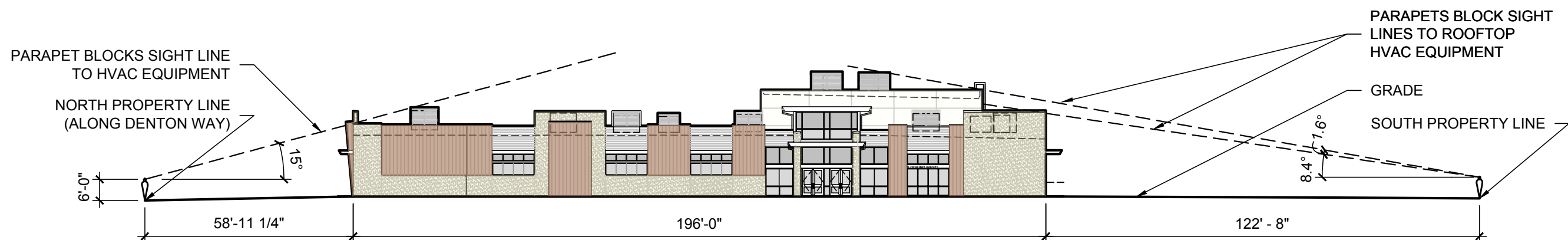
4 NORTHWEST DUMPSTER ELEVATION
A3.2 SCALE: 1/8" = 1'-0"



3 NORTHEAST DUMPSTER ELEVATION
A3.2 SCALE: 1/8" = 1'-0"



2 EAST/ WEST CROSS SIGHT LINE STUDY FROM PROPERTY LINES
A3.2 SCALE: 1/32" = 1'-0" (LOOKING NORTH)



1 NORTH / SOUTH CROSS SIGHT LINE STUDY FROM PROPERTY LINES
A3.2 SCALE: 1/32" = 1'-0" (LOOKING EAST)

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ANN PINKHAM, TX 28330
ON 01/12/2022.
IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

TDLR #

GRACE CHAPEL PROSPER
NOT FOR CONSTRUCTION IN PROGRESS

GRACE CHAPEL PROSPER

EXHIBIT B

OWNER/DEVELOPER:

NORTH TEXAS CONFERENCE OF THE UNITED METHODIST CHURCH
PO BOX 866128
PLANO, TEXAS 75086
CONTACT NAME: KENNETH WOLVERTON

APPLICANT:

CLAYMOORE ENGINEERING, INC.
1903 CENTRAL DRIVE, SUITE #406
BEDFORD, TX 46021
PH: 817.281.0572
CONTACT NAME: DREW DONOSKY

ARCHITECT:

EIKON CONSULTING GROUP, LLC
1405 WEST CHAPMAN DRIVE
SANGER, TX 76266
PH: 940.458.7503
CONTACT NAME: ANN PINKHAM

SURVEYOR:

EAGLE SURVEYING, LLC
210 SOUTH ELM STREET, SUITE #104
TX 75057
PH: 940.222.3009
CONTACT NAME: MASON DECKER

LEGAL DESCRIPTION:

LOTS 1, BLOCK A
NORTH TEXAS CONFERENCE OF THE METHODIST CHURCH ADDITION
GROSS AREA: 5.422 OR 236,172 SF

CITY: TOWN OF PROSPER STATE: TEXAS
COUNTY: DENTON SURVEY: JOHN MORTON SURVEY ABSTRACT NO. 793

DATE: 04/18/2022

4/14/2022 4:02:34 PM
Issued Date: <Blank>
Project No: 20086
Drawn By: AMP
Checked By: AMP
Designed By: JBB

#	Description	Date
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EXHIBIT 'D' FACADE PLAN
DUMPSTER ELEVATIONS, SIGHT LINE STUDY, & MATERIAL CALCULATIONS

A3.2