

SURVEY DOCUMENT

Frisco, Texas 75034

Phone 972-335-3580

4. No 100-year Floodplain exists on this site.

5. The Landscape and Pedestrian Easement shall be exclusive with the exception of existing easements.

Contact: Grey Reed

# **ACCESS EASEMENT**

The undersigned covenants and agrees that the access easement(s) may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of general public vehicular and pedestrian 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 times 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 good repair at all times and keep the same free and clear of any structures, fences, 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.

#### 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 Easement 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.

## 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 owners 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.

## **DRAINAGE AND DETENTION EASEMENT** (only for plats with underground detention)

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 B, 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 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 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.

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Approved thisCommission of the To	_ day of wn of Prosper, Texa	, 20_ as.	by the Planning & Zoning			
			Town Secretary			
			Engineering Department			

Development Services Department

CERTIFICATE OF ARREOVA

# FINAL PLAT PROSPER COMMONS **BLOCK B, LOT 10**

AN ADDITION TO THE TOWN OF PROSPER 1.234 ACRES

HARRISON JAMISON SURVEY, ABSTRACT NO. 480 TOWN OF PROSPER. COLLIN COUNTY, TEXAS **AUGUST - 2024 DEVAPP-24-0080** 

Kimley»Horn									
	rren Parkway, S exas  75034		0193822	Tel. No. (972) 335-3580 Fax No. (972) 335-3779					
<u>Scale</u> 1" = 30'	<u>Drawn by</u> MBM	Checked by KHA	<u>Date</u> 08/01/2024	<u>Project No.</u> 064589705	Sheet No. 1 OF 1				
VEYOR:	iatos								

Contact: Michael B. Marx, R.P.L.S.

Contact: Garrett Putman, P.E.