

**CERTIFICATE OF SURVEYOR** STATE OF TEXAS COUNTY OF DENTON § KNOW ALL MEN BY THESE PRESENTS: That I, MATTHEW RAABE, Registered Professional Land Surveyor, do hereby certify that I prepared this plat and the field notes made a part thereof from and actual and accurate survey of the land and that the corner monuments shown thereon were properly place under my personal supervision, in accordance with the Subdivision Regulations of the Town of Prosper, Texas. Dated this 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 Matthew Raabe, R.P.L.S. # 6402 STATE OF TEXAS COUNTY OF DENTON § BEFORE ME, the undersigned authority, on this day personally appeared Matthew Raabe, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged 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 THE OFFICE this day of

6.) No floodplain exists on this site.

except as shown on this plat.

Notary Public in and for the State of Texas

7.) All landscape easements must be exclusive to any other type of easement

			CURVE TABLE		
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	173.06'	35.11'	11°37'29"	N 05°17'14" W	35.05
C2	176.51'	71.33'	23°09'13"	N 00°30'03" E	70.84
C3	80.88'	20.22'	14°19'19"	N 00°11'43" E	20.16
C4	90.00'	25.89'	16°29'05"	N 05°40'27" W	25.80
C5	139.30'	7.61'	3°07'55"	S 12°20'09" E	7.61
C6	52.82'	36.59'	39°41'24"	S 10°25'33" W	35.86
C7	42.39'	81.67'	110°24'02"	S 19°55'14" E	69.61
C8	30.00'	34.11'	65°08'20"	N 57°45'17" E	32.30
C9	56.00'	63.67'	65°08'20"	N 57°45'17" E	60.29
C10	56.00'	88.08'	90°07'03"	S 44°37'02" E	79.28
C11	30.00'	42.72'	81°34'21"	S 39°37'32" E	39.20
C12	54.00'	40.48'	42°57'18"	S 68°58'08" W	39.54
C13	45.03'	33.00'	41°59'37"	S 69°26'36" W	32.27
C14	30.00'	43.21'	82°31'08"	N 41°08'33" E	39.57
C15	30.00'	47.19'	90°07'03"	N 44°37'02" W	42.47
C16	30.01'	46.40'	88°35'01"	S 44°44'36" W	41.92
C17	28.76'	42.94'	85°33'24"	S 40°10'08" E	39.06
C18	29.91'	46.67'	89°24'13"	N 45°04'20" E	42.08
C19	30.00'	47.19'	90°07'03"	N 44°37'02" W	42.47
C20	87.63'	26.93'	17°36'35"	S 85°13'37" E	26.83
C21	112.00'	35.06'	17°56'02"	S 83°14'08" E	34.91
C22	88.00'	23.02'	14°59'13"	S 84°42'33" E	22.95
C23	112.00'	43.01'	22°00'08"	S 88°13'01" E	42.75
C24	98.00'	16.01'	9°21'28"	N 85°27'39" E	15.99

#### N 89°33'13" W 300.00' N:7132094.71 N:7132092.37 E:2478186.13 E:2478486.12 LOT 9, BLOCK D - 15' STREET EASEMENT WATER EASEMENT -PROSPER CENTER. VOL. \_\_\_\_, PG. \_\_\_ P.R.C.C.T. FIRE LANE, ACCESS, UTILITY VOL. 15' DRAINAGE EASEMENT WATER EASEMENT & DRAINAGE EASEMENT P.R.C.C.T. P.R.C.C.T. VOL. P.R.C.C.T. 15' DRAINAGE EASEMENT VOL. 2021, PG. 609 DRAINAGE EASEMENT P.R.C.C.T. LINE TABLE LINE TABLE 10' ATMOS ENERGY BEARING DISTANCE BEARING DISTANCE LINE CORPORATION L24 S 00°15'13" E **EASEMENT AND** N 00°30'05" E 101.09' RIGHT-OF-WAY L2 N 04°51'16" W 27.19' L25 N 89°33'30" W 12.15' DOC. NO. L3 N 00°26'25" E 15.68' L26 | S 89°40'33" E 12.29' 20171020001402920 L4 N 89°40'33" W 4.93' L27 | S 78°16'31" E 18.00' **SURVEYOR** L5 | S 89°40'33" E L28 N 87°47'51" E 12.47' Eagle Surveying, LLC L6 S 00°26'30" W 242.31' L29 S 77°12'57" E 9.12' Contact: Tyler Rank L7 N 89°33'13" W 6.82' L31 | S 45°26'30" W 222 S. Elm Street, Suite: 200 L8 N 89°33'13" W 3.30' North 26.11' L32 Denton, TX 76201 L9 N 00°26'30" E 268.35' East (940) 222-3009 L10 N 89°40'33" W South L34 26.11 **ENGINEER** L11 | S 00°26'30" W | 268.58' L35 | S 89°33'30" E 7.58' Claymoore Engineering, Inc L12 N 89°33'13" W L36 | S 00°15'13" E Contact: Matt Moore L13 | S 88°32'14" W L37 N 89°33'30" W 1903 Central Drive, Suite: 406 L14 N 00°26'30" E 218.65' L38 N 89°43'45" W 9.98' Bedford, TX 76021 L15 N 85°57'19" E L39 N 00°16'15" E (817) 281-0572 L16 N 45°26'30" E 19.03' L40 | S 89°43'45" E 7.41' L17 N 00°26'39" E 17.36' L41 S 89°33'30" E Prosper Premier Hotel LLC | C24 | 98.00 16.01 9 21 28 N 85 27 39 E East 14.82' L18 L42 S 00°26'30" W 14.00' Contact: Dipal Patel L19 L43 N 89°33'30" W 11.98' South 6401 Eldorado Parkway, Suite: 338 L21 N 89°33'30" W L44 N 00°26'30" E McKinney, TX 75070 8.37' L45 N 45°26'30" E L22 | S 00°26'30" W 40.90' (214) 412-0695 L23 S 89°36'58" E 15.29' L46 | S 89°33'30" E

PROPOSED BUILDING

FFE = 633.60

LOT 6

2.80 ACRES

121,785 SQ.FT

13' FIRE LANE, ACCESS. UTLITY.

& DRAINAGE EASEMENT

O.P.R.C.C.T

### **OWNER'S CERTIFICATE**

#### STATE OF TEXAS COUNTY OF COLLIN §

5/8" CIRF "KḤA"

5/8" CIRF

- FIRELANE. ACCESS 8

UTILITY EASEMENT

VOL. 2021, PG. 609

P.R.C.C.T.

10' STREET EASEMENT

VOLUME 2021, PAGE 609

P.R.C.C.T

STREET EASEMENT O.P.R.C.C.T

15' X 15' WATER EASEMENT

VOL. 2021, PG. 609

P.R.C.C.T.

15' X 15' SANITARY

SEWER EASEMENT

VOL. 2021, PG. 609

P.R.C.C.T.

WHEREAS, PROSPER PREMIER HOTEL LLC, is the owner of a 2.80 acre tract of land situated in the Collin County School Survey, Section No. 12, Abstract No. 147, in the Town of Prosper, Collin County, Texas, being a tract of land conveyed to Prosper Premier Hotel LLC by Special Warranty Deed of record in Document Number 2022000109708 of the Official Public Records of Collin County, Texas, being all of Lot 6, Block D of Prosper Center, a subdivision of record in Volume 2021, Page 609 of the Plat Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING**, at a 5/8" iron rod with red plastic cap stamped "KHA" found at the intersection of the South right-of-way line of Prairie Drive (variable width right-of-way) and the cut-off line between the South right-of-way line

of said Prairie Drive and the West right-of-way line of Mahard Parkway (variable width right-of-way), being a Northeast corner of said Lot 6; THENCE, S44°36'48"E, along said cut-off line, a distance of 35.32 feet to a 5/8" iron rod with red plastic cap stamped "KHA" found at the intersection of said cut-off line and the West right-of-way line of said Mahard

Parkway, being a Northeast corner of said Lot 6:

#### THENCE, along the West right-of-way line of said Mahard Parkway, being the common East line of said Lot 6, the following three (3) courses and distances:

- 1. S00°26'47"W, a distance of 125.00 feet to a 5/8" iron rod with red plastic cap stamped "KHA" found;
- 2. S03°22'06"E, a distance of 150.31 feet to a 5/8" iron rod with red plastic cap stamped "KHA" found;
- 3. S00°26'47"W, a distance of 112.64 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set, being the Northeast corner of Lot 9, Block D of said Prosper Center and the Southeast corner of said Lot 6;

THENCE, N89°33'13"W, along the North line of said Lot 9, being the common South corner of said Lot 6, a distance of 300.00 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the West line of Lot 5, Block D of said Prosper Center, being the Northwest corner of said Lot 9 and the Southwest corner of said Lot 6;

THENCE, N00°26'47"E, along the East line of said Lot 5, being the common West line of said Lot 6, a distance of 421.33 feet to a 5/8" iron rod with red plastic cap stamped "KHA" found in the South right-of-way line of said Prairie Drive, being the Northeast corner of said Lot 5 and the Northwest corner of said Lot 6;

#### THENCE, along the South right-of-way line of said Prairie Drive, being the common North line of said Lot 6, the following two (2) courses and distances:

- 1. S85°51'44"E, a distance of 140.29 feet to a 5/8" iron rod with red plastic cap stamped "KHA" found;
- 2. S89°40'36"E, a distance of 125.00 feet to the **POINT OF BEGINNING**, containing 2.80 acres or 121,785 square feet of land, more or less.

# NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, PROSPER PREMIER HOTEL LLC, acting herein by and through it's duly authorized officer, does hereby adopt this plat, designating herein described property as PROSPER CENTER, BLOCK D, LOT 6 an addition to the Town of Prosper, and does hereby dedicate to the public use forever, the streets and alleys shown hereon, PROSPER PREMIER HOTEL LLC, does herein certify the following:

## 1.) The streets and alleys are dedicated for street and alley purposes

- 2.) All public improvements and dedications shall be free and clear of all debt, liens and/or encumbrances.
- 3.) The easements and public use area, as shown are dedicated for the public use forever for the purposes indicated on this plat.
- 4.) 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 in approved by the Town of Prosper.
- 5.) The Town of Prosper is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
- 6.) 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 user to particular utilities, said use by public utilities being subordinate to the public's and Town of Prosper's use thereof.
- 7.) The Town of Prosper and public utilities shall have the tight to remove and keep removed all or part 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.
- 8.) 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 or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
- 9.) 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	he Town of Prosper. Texas.
	, ,	

WITNESS, my hand, this	_ day of	, 20
BY:		

# Dipal Patel, Manager

STATE OF	. §
COUNTY OF	_ §

BEFORE ME, the undersigned, a Notary Public in and for the State of , on this day personally appeared **DIPAL PATEL**. Manager of PROSPER PREMIER HOTEL, LLC, 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

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this \_\_\_\_\_ day of \_\_\_\_\_

**CERTIFICATE OF APPROVAL** 

, 20\_\_, by the Planning &

\_\_ day of \_

Zoning Commission of the Town of Prosper, Texas.

Notary Public, State of	

# 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 Homeowner's 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.

**APPROVED** on this

**Engineering Department** 

**Development Services Department** 

**Town Secretary** 

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. CASE# DEVAPP-24-0047

A FINAL PLAT OF

# PROSPER CENTER **BLOCK D, LOT 6**

ZONING: PD-122 **2.80 ACRES** BEING A FINAL PLAT OF PROSPER CENTER, BLOCK D, LOT 6 RECORDED IN VOLUME 2021, PAGE 609, P.R.C.C.T. SITUATED IN THE COLLIN COUNTY SCHOOL SURVEY, SECTION No. 12, ABSTRACT No. 147, TOWN OF PROSPER, COLLIN COUNTY, TEXAS

	,
Project 2208.055-03	
Date	
10/02/2024	FAGI F
Drafter	
EN	SURVEYING

EAGLE SURVEYING, LLC 222 S. Elm Street, Suite: 200 Denton, TX 76201 (940) 222-3009 TX Firm #10194177

PAGE 1 OF