



### 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 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 owners 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 improvements, 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 Easement 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 successors, 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 (only for plats where adjacent lot owners have maintenance responsibility)

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 \_\_\_\_\_, as shown on the plat is called "Drainage and Floodway Easement" and is the natural drainage channel crossing 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 wil not be responsible for the maintenance and operation of said creek or creeks or for any damage to private property or person that results from the flow of water along said creek, or 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 of 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 of 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 (only for plats with above ground 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 \_\_\_\_\_, 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 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 Detention Easement, as herein above defined, unless approved by the own Engineer. Provided, however, 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 my be occasioned by drainage in or adjacent to the subdivision, then in such event, the own 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 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.

## SURVEYOR'S CERTIFICATE

That I, MICHAEL L. PETERSON, Registered Professional Land Surveyor, licensed by the State of Texas, affirm that this Final Plat, and Conveyance plat was prepared under my direct supervision, from recorded documentation, and evidence collected on the ground during field operations and other reliable documentation; and this Final Plat substantially complies with the Rules and Regulations of the Texas Board of Professional Land Surveying, and Texas Local Government Code. Chapter 212, and that the digital drawing file accompanying this plat is a precise representation of this signed Final Plat.

Dated this \_\_\_\_\_day of \_\_\_\_\_20\_\_\_.

Michael L. Peterson No. 5999 Registered Professional Land Surveyor

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Michael L. Peterson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of the purpose therein expressed under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_\_

Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_\_

#### OWNERS DEDICATION LOT 1R, AND 2, BLOCK A

That we, PROSPER CHURCH LAND, L.P. being the owners of the hereinafter described property. The easements shown thereon as Drainage and Detention Easements, Fire Lane Easement, Landscape Easement, and are hereby reserved for those purposes.

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 assigns to the provided prov 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 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 Detention Easement, as hereinabove defined, 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 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 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.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the Town of Prosper,

EXECUTED THIS \_\_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_.

Prosper Church Land, L.P.

BY: \_\_\_\_\_\_

Jim Williams Partner

STATE OF TEXAS COLLIN COUNTY

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

My commission expires: \_\_\_\_\_

Notary Public in and for Collin County, Texas

Prestonwood Baptist Church

STATE OF TEXAS COLLIN COUNTY

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_, 20\_\_\_\_\_.

My commission expires: \_\_\_\_\_\_\_\_

Notary Public in and for Collin County, Texas

# LEGAL DESCRIPTION

Being a 36.42 acre tract of land situated in the Collin County School Land Survey No. 12, Abstract No. 147, Collin County, Texas, and being all of Lot 1R, Block A, Prestonwood Addition, an addition to the Town of Prosper, as recorded in Document No. 20210123010000230, Plat Records, Collin County, Texas. Said 36.42 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2 inch iron rod for corner, being the most southerly point of a corner—clip with the northeast corner of said Lot 1R, and the west right—of—way line of Cook Lane (a 60 foot R.O.W.) and the south right—of—way line of Prosper Trail (a 90 foot R.O.W.);

THENCE South 00°14'40" West, along said west right—of—way line, at a distance of 1546.48 feet passing a found 1/2 inch iron rod for the most westerly northeast corner of Lot 2, Block A of said Prestonwood Addition, and continuing for a total distance of 1371.00 feet to a found 1/2 inch iron rod for corner;

THENCE South 89°59'59" West, leaving said west right—of—way line, and following along the common line of said Lots 1R and 2, for a distance of 176.97 feet to a set 1/2 inch iron rod with a cap stamped "GRAHAM ASSOC INC" (GAI), being the beginning of a tangent curve to the right having a radius of 122.00 feet, a central angle of 74°25'35", and a long chord which bears North 52°47'14" West. 147.57 feet:

THENCE along said common line, along said curve to the right, an arc distance of 147.57 feet to a set 1/2 inch iron with a "GAI" cap for corner:

THENCE North 15°34'26" West, continuing along said common line, for a distance of 86.49 feet to a set 1/2 inch iron with a "GAI" cap for corner:

THENCE South 89°28'22" West, continuing along said common line, for a distance of 827.28 feet to a found 1/2 inch iron for corner;

THENCE North 00°31'06" West, continuing along said common line, at a distance of 485.99 feet passing a found 1/2 inch iron rod for the northeast corner of said Lot 2 and the southeast corner of Lot 4, Block A of said Prestonwood Addition, and continuing with the common line of said Lot 4, for a total distance of 1040.41 feet to a found 1/2 inch iron rod for corner, being the southwest corner of Lot 3, Block A of said Prestonwood Addition;

THENCE North 89°28'54" East, leaving said common line, and following along the common line of said Lots 1R and 3, for a distance of 250.00 feet to a found 1/2 inch iron rod for corner;

THENCE North 00°31'06" West, continuing along said common line, for a distance of 373.82 feet to a found 1/2 inch iron rod for corner, being in the south right—of—way line of Prosper Trail (a 90 foot R.O.W.);

THENCE North 89°28'23" East, leaving said common line and following along said south right—of—way line, for a distance of 641.77 feet to a found 1/2 inch iron rod for corner, being the beginning of a non—tangent curve to the right having a radius of 267.00 feet, a central angle of 11°22'57" and a long chord which bears South 82°32'30" East, 52.96 feet;

THENCE along said south right—of—way line and said non—tangent curve to the right, an arc distance of 53.04 feet to a found 1/2 inch iron rod for corner, being the beginning of a reverse curve to the left having a radius of 293.00 feet, a central angle of 11°19'41" and a long chord which bears South 84°47'47" East, 57.84 feet;

THENCE along said south right—of—way line and said reverse curve to the left, an arc distance of 57.93 feet to a found 1/2 inch iron rod for corner:

THENCE North 89°32'22" East, continuing along said south right—of—way line, for a distance of 132.64 feet to a found 1/2 inch iron rod for corner, being the most northerly point of a corner clip with the said west right—of—way line of Cook Lane;

THENCE South 45°06'34" East, along said corner—clip, for a distance of 42.17 feet to the POINT OF BEGINNING and CONTAINING 1,586,350 square feet or 36.42 acres of land, more or less.

### LEGAL DESCRIPTION

Being a 62.38 acre tract of land situated in the Collin County School Land Survey No. 12, Abstract No. 147, Collin County, Texas, and being all of Lot 2, Block A, Prestonwood Addition, an addition to the Town of Prosper, as recorded in Document No. 20210126010000230, Plat Records, Collin County, Texas. Said 66.24 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2 inch iron rod for the northwest corner of said Lot 2 and the southwest corner of Lot 4, Block A, Prestonwood Addition, as recorded in Document No. 20081031010003880, Plat Records, Collin County, Texas, also being in the east line of Tract 170 described by deed to 183 Land Corporation Inc., as recorded in Document Number 97—5168, Deed Records. Collin County, Texas;

THENCE North 89°28'22" East, along the common line of said Lot 2 and said Lot 4, for a distance of 944.47 feet to a found 1/2 inch iron rod for corner, being a point in the west line of Lot 1R, Block A, Prestonwood Addition, as recorded in Document No. 20210126010000230, Plat Records, Collin County, Texas;

THENCE South 00°31'06" East, leaving said common line, and along the common line of said Lot 1R and Lot2, for a distance of 485.99 feet to a found 1/2 inch iron rod for corner;

THENCE North 89°28'22" East, continuing along said common line, for a distance of 827.28 feet to a found 1/2 inch iron rod for corner:

THENCE South 15°34'26" East, continuing along said common line, for a distance of 86.49 feet to a set 1/2 inch iron rod with a cap stamped "GRAHAM ASSOC INC" (GAI), being the beginning of a tangent curve to the left having a radius of 122.00 feet, a central angle of 74°25'35", and a long chord which bears South 52°47'14" East, 147.57 feet;

THENCE along said common line, along said curve to the left, an arc distance of 147.57 feet to a set 1/2 inch iron with a "GAI" cap for corner:

THENCE North 89°59'59"East, continuing along said common line, for a distance of 176.97 feet to a set 1/2 inch iron with a "GAI" cap, the west right—of—way line of Cook Lane (a 60 foot R.O.W.);

THENCE South 00~14'40" West, along said west right—of—way line of Cook Lane, for a distance of 914.78 feet to a set 1/2 inch iron with a "GAI" cap, being the northern most corner of a corner clip for the northwest intersection corner of said Cooks Lane and Safety Way (having a 60 foot R.O.W.);

THENCE South 45°07'43" West, leaving said west right—of—way line of Cook Lane, and along said corner clip, for a distance of 28.51 feet to set 1/2 inch iron with a "GAI" cap, being the western most corner of said corner clip, also being in the north right—of—way line of said Safety Way;

THENCE North 89°59'13" West, leaving said corner clip, and along the north right—of—way line of said Safety Way, for a distance of 2075.69 feet to a set 1/2 inch iron with a "GAI" cap, being in the said east line of Tract 170;

THENCE North 00°13'08" East, leaving the said north right—of—way line of Safety Way, and along the said east line of Tract 170, for a distance of 1576.66 feet to the POINT OF BEGINNING and CONTAINING 2,717,460 square feet or 62.38 acres of land, more or less

CASE NO. DEVAPP-23-0108

# REPLAT/REVISED CONVEYANCE PLAT

REPLAT OF
PRESTONWOOD ADDITION
LOT 1R, BLOCK A, AS RECORDED IN
DOCUMENT NO. 20210126010000230
AND A REVISED CONVEYANCE PLAT
OF PRESTONWOOD ADDITION
LOT 2, BLOCK A, AS RECORDED IN
DOCUMENT NO. 20210126010000230
PLAT RECORDS, COLLIN COUNTY, TEXAS
SITUATED IN THE COLLIN COUNTY SCHOOL
LAND SURVEY NO. 12, ABSTRACT NO. 147,
COLLIN COUNTY, TEXAS

2-LOTS 102.66 ACRES

TOWN OF PROSPER,
COLLIN COUNTY, TEXAS

GRAHAM

ASSOCIATES

CIVIL ENGINEERING & SURVEYING

600 SIX FLAGS DRIVE, SUITE 500 ARLINGTON, TEXAS 76011
(817) 640-8535 · TBPE FIRM: F-1191 · TBPLS FIRM: 101538-00

OWNERS/DEVELOPERS

PRESTONWOOD BAPTIST CHURCH 6801 WEST PARK BLVD.
PLANO, TEXAS
PHONE: 972-820-5123

AND
PROSPER CHURCH LAND L.P.
5400 DALLAS PKY.
FRISCO, TEXAS 75034
PHONE: 214-618-3800