



OWNERS CERTIFICATE  
STATE OF TEXAS §  
COUNTY OF DENTON §

WHEREAS, SKS PROSPER TEELPKWY RETAIL HOLDINGS, LLC, is the owner of a tract of land situated in the Aaron Roberts Survey, Abstract No. 1115, Town of Prosper, Denton County, Texas, and being all of a that tract of land described in the Special Warranty Deed to SKS Prosper Teelpkwy Retail Holdings LLC, recorded in Document No. 2023-43637, Deed Records, Denton County, Texas, and being all of Lot 2, Block A of the Windsong Ranch Office Addition, an addition to the Town of Prosper, Denton County, Texas, according to the conveyance plat thereof recorded in Document No. 2022-131, Plat Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with plastic cap stamped "SPIARS ENG" found for the southwest corner of said Windsong Ranch Office Addition, and being in an east right-of-way line of Teel Parkway (a variable width right-of-way);

THENCE with the south line of said Windsong Ranch Office Addition, the following courses and distances:

North 82°46'38" East, a distance of 51.29 feet to a 1/2-inch iron rod with plastic cap stamped "SPIARS ENG" found for corner;

North 64°00'25" East, a distance of 9.15 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner in said east right-of-way line of Teel Parkway, the southwest corner of said Lot 2, Block A, the southeast corner of a 60-foot Right-of-Way Dedication recorded in said Document No. 2022-131, and being in the north line of that certain tract of land designated as "Tract 1" as described in the Special Warranty Deed to VP WINDSONG OPERATIONS LLC, recorded in Document No. 2018-142926, Deed Records, Denton County, Texas, and being at the beginning of a non-tangent curve to the right with a radius of 890.00 feet, a central angle of 22°10'32", and a chord bearing and distance of North 02°37'57" East, 342.32 feet, and being the **POINT OF BEGINNING**;

THENCE with said east right-of-way line and the west line of said Lot 2, Block A, the following courses and distances:

In a northerly direction, with said non-tangent curve to the right, an arc distance of 344.46 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 13°43'13" East, a distance of 166.50 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the northwest corner of said Lot 2, Block A, same being the southwest corner of Lot 1, Block A of the Windsong Ranch Office Addition, an addition to the Town of Prosper, Denton County, Texas, according to the plat thereof recorded in Document No. 2024-126, Plat Records, Denton County, Texas;

THENCE with the common line of said Lot 1 and 2, Block A, North 90°00'00" East, a distance of 340.43 feet to a 1/2-inch iron rod with yellow plastic cap stamped "SPIARS ENG" found for the southeast corner of said Lot 1, Block A, and the northeast corner of said Lot 2, Block A, and being in the west line of a called 113.223 acre tract of land described in the Special Warranty Deed to PROSPER INDEPENDENT SCHOOL DISTRICT, recorded in Document No. 2017-34540, Deed Records, Denton County, Texas;

THENCE with the west line of said 113.223 acre tract, South 00°00'00" East, a distance of 310.80 feet to a 1/2-inch iron rod with yellow plastic cap stamped "SPIARS ENG" found for the southwest corner of said 113.223 acre tract, same being in the north line said tract designated as "Tract 1", and being at the southeast corner of said Lot 2, Block A;

THENCE with the common line of said Lot 2, Block A, and said "Tract 1", South 64°00'25" West, a distance of 440.17 feet to the **POINT OF BEGINNING** and containing a computed area of 156,502 square feet or 3.593 acres of land.

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT, SKS PROSPER TEELPKWY RETAIL HOLDINGS, LLC, acting herein by and through its duly authorized officer, does hereby certify and adopt this plat designating the herein above described property as WINDSONG RANCH OFFICE ADDITION, BLOCK A, LOT 2 & 3, an addition to the Town of Prosper, and does hereby dedicate to the public user forever, the streets and alleys shown thereon. The SKS PROSPER TEELPKWY RETAIL HOLDINGS, 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 way 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.
- 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 the Subdivision alters the horizontal or vertical floodplain, a FEMA Floodway map revision may be required.

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.

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. Appearances 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.

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.

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: SKS PROSPER TEELPKWY RETAIL HOLDINGS, LLC

Authorized Signature \_\_\_\_\_ Printed Name and Title \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this personally appeared \_\_\_\_\_, known to me to be the person and office whose name is subscribed to the foregoing instrument, and acknowledge to me the he/she 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 \_\_\_\_\_, 2024.

Notary Public, State of Texas

SURVEYOR'S CERTIFICATE

Known All Men By these Presents:

That I, David J. De Weirdt, 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 \_\_\_\_\_, 2024.

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  
8/21/2024

David J. De Weirdt  
Registered Professional Land Surveyor  
Texas Registration No. 5066

STATE OF TEXAS §  
COUNTY OF DENTON §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this personally appeared David J. De Weirdt, known to me to be the person and office whose name is subscribed to the foregoing instrument, and acknowledge to me the he/she 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 \_\_\_\_\_, 2024.

Notary Public, State of Texas

CERTIFICATE OF APPROVAL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024,  
by the Planning & Zoning Commission of the Town of Prosper,  
Texas.

Town Secretary

Engineering Department

Development Services Department

FINAL PLAT  
WINDSONG RANCH OFFICE ADDITION  
BLOCK A, LOT 2 & 3  
BEING ALL OF THE CONVEYANCE PLAT OF  
WINDSONG RANCH OFFICE ADDITION BLOCK A, LOT 2  
RECORDED IN DOCUMENT NO. 2022-131, P.R.D.C.T.  
3.593 ACRES  
AARON ROBERTS SURVEY, ABSTRACT NO. 1115  
TOWN OF PROSPER, DENTON COUNTY, TEXAS  
TOWN PROJECT NO. DEVAPP-24-0041

Kimley»Horn

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	AEL	DJD	August 2024	064620300	2 OF 2

OWNER:  
SKS PROSPER TEELPKWY HOLDING, LLC  
603 E BROADWAY STREET  
PROSPER, TEXAS 75078  
CONTACT: SHREE RAMA  
PH. (956) 220-4194

ENGINEER/SURVEYOR:  
KIMLEY-HORN AND ASSOCIATES, INC.  
13455 NOEL ROAD  
TWO GALLERIA OFFICE TOWER,  
SUITE 700  
DALLAS, TEXAS 75240  
CONTACT: JEFFREY DOLJAN  
PH. (972) 770-1300