

P:\Survey\001 - Kirkman Engineering\2024\346 - Legacy Dr & Prairie - Prosper\Drawings

WHEREAS, LEGACY-PRAIRIE LLC is the owner of a tract of land situated in the L. Netherly Survey, Abstract No. 962, Denton County, Texas and being Lot 4 in Block D of Prosper Center, an addition in the Town of Prosper, Denton County, Texas, according to the plat recorded under Document Number 2018-195, Plat Records, Denton County, Texas, (P.R.D.C.T.), and being more particularly described by metes and bounds as follows (bearings are based on State Plane Coordinate System, Texas North Central Zone (4202), North American Datum

BEGINNING at an "X" cut found for the westernmost southwest corner of said

THENCE with the perimeter and the corners of said Lot 4, the following calls: 1. North 40 degrees 36 minutes 04 seconds East, a distance of 116.72 feet to a 1/2 inch rebar with pink cap stamped "BARTON CHAPA" set:

3. North 40 degrees 36 minutes 04 seconds East, a distance of 185.66 feet to

4. North 85 degrees 35 minutes 22 seconds East, a distance of 35.36 feet to a

5. South 49 degrees 25 minutes 20 seconds East, a distance of 7.75 feet to a

6. South 49 degrees 23 minutes 56 seconds East, a distance of 73.76 feet to a 5/8 inch rebar with cap stamped "KHA" found for the beginning of a tangent curve to the left with a radius of 1,155.00 feet, having a delta angle of 02 degrees 21 minutes 30 seconds, whose chord bears South 50 degrees 34 minutes 41 seconds East, a distance of 47.54 feet;

8. South 59 degrees 20 minutes 07 seconds East, a distance of 97.42 feet to a

9. South 40 degrees 36 minutes 04 seconds West, a distance of 495.62 feet

10. North 49 degrees 23 minutes 56 seconds West, a distance of 260.00 feet, returning to the **POINT OF BEGINNING** and enclosing 2.800 acres (121,980

officers, does hereby certify and adopt this plat designating the herein above described property as **PROSPER CENTER**, **BLOCK D**, **LOT 4**, an addition to the Town of Prosper, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. That Legacy-Prairie LLC does hereby certify

2. All public improvements and dedications shall be free and clear of all debt,

3. The easements and public use areas, as shown are dedicated for the 4. No building, fences, trees, shrubs, or other improvements or growth shall Notary Public, State of Texas

except that landscape improvements may be placed in landscape

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 public utilities being subordinate to the public's and Town of Prosper' s

7. 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 was endanger or interfere with the construction, maintenance, or efficiency of their respective

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 to or removing all or parts of their respective systems without the necessity at any time procuring

9. All modifications to this document shall be by means of plat and approved

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,

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

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

DRAINAGE AND DETENTION EASEMENT 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 D, 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 jeep 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. This plat approved subject to all platting ordinances, rules, regulations and ENGINEER/APPLICANT

irkman

ENGINEERING

5200 State Highway 121

Colleyville, TX 76034

Phone: 817-488-4960

Contact: Shawn Waldo

SURVEYOR/PREPARER

BARTON CHAPA SURVEYING, LLC

3601 NE Loop 820, Suite 108

Fort Worth, TX 76137

Phone: 817-864-1957

Contact: Jack Barton

LEGACY-PRAIRIE LLC

6653 Simon Avenue

Frisco, TX 75035

Contact: Bhakthavathsala Reddy Gottipolu

TABLE OF REVISIONS

SHEET:

V01

SUMMARY

JOB NO. 2024.001.346

DRAWN: SMW

CHECKED: JHB

DATE

resolutions of the Town of Prosper, Texas. WITNESS, my hand, this

Authorized Signature Printed Name and Title

STATE OF TEXAS COUNTY OF DENTON §

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 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 stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of

SURVEYOR'S CERTIFICATE

Known All Men By These Presents:

That I, John H. Barton III, 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 unless the easement limits the use to particular utilities, said use by the 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 ______, 20 _____,

John H. Barton III, RPLS# 6737

STATE OF TEXAS

COUNTY OF DENTON § BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared , 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 stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this dav o

Notary Public, State of Texas

CERTIFICATE OF APPROVAL

Approved this _____ day of _, 20 _____ by the Planning & Zoning Commission of the Town of Prosper, Texas.

Town Secretary

Engineering Department

Development Services Department

DEVAPP-24-0139 **FINAL PLAT PROSPER CENTER** BLOCK D, LOT 4

BEING A REPLAT OF LOT 4, BLOCK D, PROSPER CENTER ACCORDING TO PLAT RECORDED UNDER DOC. #2018-195, P.R.D.C.T. 2.800 ACRES SITUATED IN THE L. NETHERLY SURVEY, ABSTRACT #962 TOWN OF PROSPER, DENTON COUNTY, TEXAS | PREPARED AUGUST, 2024