

	Lot A	rea Tabl	e			Lot A	rea Tabl	e
Lot #	Block #	Square Feet	Acreage		Lot #	Block #	Square Feet	Acreage
1	Α	12,522	0.287		1	В	11,833	0.272
2	Α	11,977	0.275		2	В	10,000	0.230
3	Α	12,234	0.281		3	В	10,000	0.230
4	Α	13,259	0.304		4	В	10,233	0.235
5	Α	14,342	0.329		5	В	10,292	0.236
6	Α	10,001	0.230		6	В	10,292	0.236
7	Α	10,000	0.230		7	В	10,292	0.236
8	Α	10,000	0.230		8	В	10,393	0.239
9	Α	10,319	0.237		9	В	10,737	0.246
10	Α	10,338	0.237		10	В	10,202	0.234
11	Α	10,338	0.237		11	В	10,500	0.241
12	Α	10,185	0.234		12	В	11,616	0.267
13	Α	11,034	0.253		13	В	11,349	0.261
14	Α	11,542	0.265		14	В	10,241	0.235
15	Α	12,364	0.284		15	В	10,313	0.237
16	Α	12,813	0.294		16	В	10,955	0.251
17	A	15,028	0.345		17	В	10,302	0.237
				7	18	В	10,330	0.237
Ce	enterli	ne Line T	able		40		10.740	0.070

23 B 10,000 0.230

24 B 11,680 0.268

	Lot A	rea Tabl	<u> </u>	
!	Block #	Square Feet	Acreage	Lot ;
	С	12,471	0.286	21
	С	10,865	0.249	22
	С	12,277	0.282	23
	С	10,496	0.241	24
	С	11,122	0.255	25
	С	10,019	0.230	26
	С	10,000	0.230	27
	С	10,206	0.234	28
	С	10,278	0.236	
	С	10,271	0.236	
	С	10,327	0.237	Lot ;
	С	10,337	0.237	
	С	11,005	0.253	2
	С	10,490	0.241	3
	С	10,000	0.230	4
	С	10,811	0.248	5
	С	11,769	0.270	6
	С	11,625	0.267	7
	С	11,451	0.263	8
	С	11,815	0.271	9
		1	1	10
				11

	Lot A	rea Tabl	e		Lot A	rea Tabl	e			Lot A	rea Ta
#	Block #	Square Feet	Acreage	Lot #	Block #	Square Feet	Acreage	L	ot #	Block #	Square Fe
	С	11,241	0.258	1	D	11,427	0.262		1	E	14,875
	С	10,242	0.235	2	D	11,230	0.258		2	E	10,994
j	С	10,240	0.235	3	D	10,864	0.249		3	E	10,245
	С	10,256	0.235	4	D	10,584	0.243		4	E	10,246
)	С	10,077	0.231	5	D	10,763	0.247		5	E	10,375
	С	10,760	0.247	6	D	10,905	0.250		6	E	10,375
,	С	11,518	0.264	7	D	10,928	0.251		7	Е	10,160
	С	13,140	0.302	8	D	10,789	0.248		8	E	10,188
				9	D	11,397	0.262		9	E	10,682
	Lot A	rea Tabl	e	10	D	12,290	0.282		10	E	10,322
#	Block #	Square Feet	Acreage	11	D	11,245	0.258		11	E	10,688
	G	10,885	0.250	12	D	11,506	0.264		12	E	11,134
	G	10,000	0.230	13	D	11,118	0.255		13	E	13,002
	G	10,000	0.230	14	D	10,535	0.242		14	E	11,438
	G	10,000	0.230	15	D	10,706	0.246		15	E	10,815
	G	10,000	0.230	16	D	10,400	0.239		16	E	10,631
	G	10,000	0.230	17	D	10,374	0.238		17	E	10,367
	G	10,023	0.230	18	D	11,204	0.257		18	E	10,611
	G	14,249	0.327	19	D	11,346	0.260		19	E	10,142
	G	16,979	0.390	20	D	10,208	0.234		20	E	10,294
1	G	10,947	0.251	21	D	10,527	0.242		21	E	10,482
	G	10,377	0.238	21	ח	10,327	0.242	$\vdash$	21	F	10,402

14,8/5	0.341	26	l F	12,760	0.293
10,994	0.252	27	E	16,812	0.386
10,245	0.235	28	E	13,419	0.308
10,246	0.235	29	E	11,981	0.275
10,375	0.238	30	Е	12,469	0.286
10,375	0.238	31	Е	13,708	0.315
10,160	0.233	32	E	13,353	0.307
10,188	0.234	33	E	10,853	0.249
10,682	0.245		Lat A	rea Tabl	
10,322	0.237			I	
10,688	0.245	Lot #	Block #	Square Feet	Acreage
11,134	0.256	1	F	11,368	0.261
13,002	0.298	2	F	10,755	0.247
11,438	0.263	3	F	10,743	0.247
10,815	0.248	4	F	10,360	0.238
10,631	0.244	5	F	10,421	0.239
10,367	0.238	6	F	10,425	0.239
10,611	0.244	7	F	10,038	0.230
10,142	0.233	8	F	10,103	0.232
10,294	0.236	9	F	10,018	0.230
10,482	0.241	10	F	10,266	0.236
10,470	0.240	11	F	10,915	0.251
 10,456	0.240	12	F	11,068	0.254
10,246	0.235	13	F	11,553	0.265
10,496	0.241	14	F	10,709	0.246
10, 100	0.2-11	15	F	10,425	0.239
		16	F	10,445	0.240
		17	F	10,043	0.231
		18	F	10,048	0.231
		19	F	10,235	0.235
		20	F	10,104	0.232
		21	F	10,160	0.233
		22	F	10,554	0.242
		23	F	10,653	0.245
		24	F	10,633	0.244

10,684 0.245

26 F 11,711 0.269

Lot Area Table

26 E 12,760 0.293

							_
	Ea	16					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance	Line #	
C30	142.38'	331.00'	24*38'48"	S79°47'51"E	141.29'	L43	
C31	154.61	414.00'	21°23'52"	N7810'23"W	153.72'	L44	1
C32	321.85'	1085.00'	17°00'37"	N08°38'34"W	320.67'	L45	1
C33	344.84	1083.11	1814'31"	S08°00'59"E	343.39'	L46	1
C34	86.23'	1385.00'	3*34'01"	N0815'32"W	86.21'	L47	1
C35	99.95'	750.00'	7°38'07"	N08*10'12"W	99.87	L48	1
C36	48.75'	375.00'	7°26'55"	N03°52'09"W	48.72'	L49	1
C37	85.50'	1685.00'	2*54'26"	N03°57'14"W	85.49'	L50	1
C38	96.42'	750.00'	7*21'58"	N05°52'50"W	96.36'	L51	1
C39	76.51'	500.00'	8°46'02"	S11116'13"E	76.43'	L52	1
C40	23.39'	296.03'	4°31'34"	N18°25'56"W	23.38'	L53	1
C41	80.25	975.00'	4°42'58"	S17*56'15"E	80.23'	L54	1
C42	77.45	650.00'	6°49'36"	N04°56'56"W	77.40'	L55	
C43	90.02'	950.00'	5°25'45"	S03°27'13"E	89.98'	L56	1
C44	94.71	596.03'	9°06'16"	N20°03'00"W	94.61'	L57	1
C45	98.15	600.00'	9*22'21"	S09*19'31"E	98.04'	L58	1
C46	71.70'	950.00'	<b>4</b> *19'27"	N05°43'29"W	71.68'	L59	1
C47	79.87	950.00'	4*49'01"	S04°45'58"E	79.84'	L60	1
C48	6.78'	20.50'	18 <b>°</b> 56'20"	N84°02'42"W	6.75'	L61	1
C49	49.94'	50.00'	57"13'56"	N08*30'12"W	47.89'	L62	1
C50	7.77'	20.50'	21°42'31"	N10°42'34"E	7.72'	L63	1
C51	8.73'	20.50'	24°24'28"	N77°11'27"E	8.67'	L64	1
C52	43.33'	50.00'	49*39'23"	N75°37'20"W	41.99'	L65	
C53	8.73'	20.50'	24°24'28"	S04°46'08"W	8.67'	L66	
C72	29.52'	20.50'	82°30'19"	S27°39'00"W	27.03'	L67	1
	ı	ı		1	1	L68	1
						L69	
						L70	1
						L71	1
					_		+

Ea	sement Line	Table
ne #	Bearing	Distance
L43	S07°35'36"E	5.51'
L44	S22°07'14"W	32.98'
L45	S60°28'05"W	27.05'
L46	S6618'48"E	52.49'
L47	N13°05'41"W	27.05
L48	N21°58'40"E	38.85'
L49	N07°35'36"W	10.05
L50	N2918'01"W	36.75
L51	N31°23'51"E	47.38'
L52	N70°23'06"E	27.82'
L53	N58*36'09"W	55.01'
L54	S07°35'25"E	27.82'
L55	S31°23'51"W	80.26'
L56	S13°15'59"E	33.78'
L57	S13*15'59"E	49.37'
L58	S24°43'54"W	9.11'
L59	S24°43'54"W	3.47'
L60	S43°13'07"E	45.78'
L61	N89°23'45"E	9.90'
L62	N89°23'45"E	14.63'
L63	S43°13'07"E	31.97'
L64	S44*58'20"E	36.39'
L65	S89*39'33"E	139.04'
L66	S44*58'20"E	10.44
L67	S89*39'33"E	24.39'
L68	S13°20'13"W	45.49'
L69	S27°33'48"W	7.59'
L70	S50°12'23"W	32.85
L71	S80°30'12"W	14.31'
L72	N85°04'53"W	12.30'
L73	N56°49'31"W	32.97'
L74	N79°49'27"W	12.53'
L75	S66"11'20"W	15.22'
L76	S65°52'11"W	44.01
L77	N89°52'06"W	42.65'
L78	S66°43'49"W	31.13'
L79	S8818'23"W	17.81'

L	ot Line Ta	ble		Lot Line Table				
Line #	Bearing	Distance		Line #	Bearing	Distance		
L8	S39°53'40"W	15.48'		L22	N30°43'21"E	14.67		
L9	N53°33'33"W	15.10'		L23	N45"12'01"W	14.95'		
L10	S53°44'55"E	13.85		L24	N45°12'01"W	14.95'		
L11	S37°02'23"W	14.61'		L25	N43°34'58"E	15.06'		
L12	N36°44'15"W	12.52		L26	S45"12'01"E	14.04'		
L13	N40°13'11"E	15.97'		L27	S44°47'59"W	14.74		
L14	S45°36'19"E	14.85		L28	N49°01'12"W	13.27		
L15	N44°23'41"E	14.85		L29	N44°47'44"W	14.14'		
L16	S45*36'19"E	14.85		L30	N4512'16"E	14.14		
L17	S44°23'41"W	14.85		L31	N43°46'15"E	14.36'		
L18	S59°57'09"E	14.85'		L32	S43°26'36"E	15.14'		
L19	N30°02'51"E	14.85		L33	S13°36'09"E	6.20'		
L20	S32°27'00"W	14.72'	<b>'</b>					
L21	S5916'39"E	15.02'						

L1 N76°23'51"E 35.00'

L2 N07°26'06"W 51.42'

L3 S40°58'48"W 25.00'

L4 N52°59'06"E 25.00'

L5 N84°45'49"E 2.39'

		Centerl	ine Curv	e Table	
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	95.79	300.00'	1817'40"	N80°49'08"W	95.38'
C2	166.81	467.37'	20°26'56"	S81°53'46"E	165.92'
C3	87.56	625.00'	8°01'38"	N83°51'57"E	87.49'
C4	93.58'	300.00'	17*52'19"	N89°02'31"E	93.20'
C5	107.33	532.00'	11*33'32"	S76"14'33"E	107.15'
C6	309.78	1235.00'	14°22'19"	N07"19'51"W	308.97
C7	158.34	900.00'	10°04'49"	S09°28'35"E	158.14
C8	64.93'	475.00'	7*49'55"	S85°28'44"W	64.88'
C9	68.25	525.00'	7*26'55"	S03°52'09"E	68.20'
C10	403.58	1535.00'	15°03'51"	N07°40'37"W	402.42'
C11	101.95	400.00'	14°36'14"	S07°54'26"E	101.68'
C12	90.24	350.00'	14°46'19"	S07°33'59"E	89.99'
C13	431.45'	1835.00'	13°28'17"	N06°52'50"W	430.46
C14	136.25	600.00'	13°00'40"	S07°06'39"E	135.96'
C15	271.10'	1125.00'	13°48'25"	S06°41'57"E	270.45

		C fr l		. T I. I .		
	I	Centeri	ine Curv	e lable		
Curve #	Length	Radius	Delta	Chord Bearing	Chord Disto	nce
C16	129.63	500.00'	14°51'18"	N07°13'23"W	129.27	,
C17	362.98'	1400.00'	14°51'18"	S07"13'23"E	361.96	
C18	174.83	800.00'	12°31'17"	S06°03'22"E	174.48'	
C19	174.83	800.00'	12 <b>°</b> 31'17"	N06°03'22"W	174.48'	
C20	349.19	825.00'	24°15'03"	N11°55'15"W	346.59	,
C21	207.74	445.00'	26°44'53"	N10°40'21"W	205.86	,
C22	57.18'	35.50'	9217'23"	S43°26'36"E	51.20	
C23	115.69'	600.00'	11°02'50"	N84°53'17"E	115.51	,
C24	42.29'	320.58'	7°33'28"	S83°08'36"W	42.26	1
C25	53.47	35.50'	86"18'11"	N43°46'15"E	48.56	'
C26	371.18	746.03	28 <b>°</b> 30'27"	N13°38'04"W	367.37	,,
C27	183.87	375.00'	28°05'33"	S13°50'31"E	182.03	,
C28	203.33'	1525.00'	7*38'22"	N03°36'55"W	203.18	,
C29	28.49'	300.00'	5*26'27"	N87°29'03"E	28.48	

Common (HOA) Lot Area Table							
Lot #	Block #	Acres					
1	Х	2.395					
2	Х	12.397					
3	Х	0.040					
4	Х	0.019					
5	X	12.081					

DEVAPP-24-0092 FINAL PLAT

Sheet 2 of 3

L123

L124

L125

L126

L127

S72°41'48"W 25.36'

S87°46'32"W 28.68'

S86°41'14"W 48.75'

41.82'

58.49'

S65°22'59"W

N79°43'59"W

L128 N58°25'50"W

L80 S51\*35'13"W 45.13'

L81 S86°53'41"W 93.14'

L82 S88\*57'32"W 29.85'

L83 S74\*10'59"W 58.72'

L84 S54\*48'48"W 32.44'

L85 S89\*54'28"W 8.99'

# PARK PLACE PHASE 2

166 SINGLE FAMILY LOTS & 5 COMMON (HOA) LOTS PD-123 ZONING 68.815 ACRES OUT OF THE L. NETHERLY SURVEY ~ ABSTRACT NO. 962 TOWN OF PROSPER DENTON COUNTY, TEXAS

OWNER / APPLICANT SHADDOCK-PROSPER PARK PLACE 2, LLC 2400 Dallas Pkwy, Ste 560 Plano, Tx. 75093 Telephone: (214) 405-6942 Contact: William C. Shaddock, Jr.

ENGINEER / SURVEYOR Spiars Engineering, Inc. 765 Custer Road, Suite 100 Plano, TX 75075 Telephone: (972) 422-0077 TBPELS No. F-2121 And No. F-10043100 Contact: Ryan Hartman, P.E.

August, 2024 SEI Job No. 23-127

#### OWNER'S CERTIFICATE

## STATE OF TEXAS § COUNTY OF DENTON §

BEING a tract of land situated in the L. Netherly Survey, Abstract No. 962, Town of Prosper, Denton County, Texas, a portion of Lot 1, Block A, SEC-TEEL PROSPER ADDITION, an Addition to the Town of Prosper, Denton County, Texas, recorded in Document No. 2022—130, Plat Records, Denton County, Texas (PRDCT), being a portion of a called 70.670 acre tract of land described in a deed to SHADDOCK—PROSPER PARK PLACE 2, LLC, recorded in Document No. 2024—8530, of the Official Records of Denton County, Texas (ORDCT), and all of a called 1.742 acre tract of land described in a deed to SHADDOCK—PROSPER PARK PLACE 2, LLC, recorded in Document No. 2024—8531, ORDCT, being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for the south end of a corner clip being the intersection of the east line of Teel Parkway, a variable width public right—of—way, the right—of—way thereof being dedicated to the Town of Prosper by said plat of SEC—TEEL PROSPER ADDITION, with the south line of Prosper Trail, a variable width public right—of—way, for a westerly corner of said Lot 1;

THENCE N 16°36'12" E, 14.14 feet along said corner clip and said dedication per plat, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for corner, being a southerly corner of the right—of—way conveyed to the Town of Prosper by deed, recorded in Document No. 2022—32136 ORDCT:

THENCE N  $16^{\circ}39'53''$  E, 35.32 feet continuing along said corner clip and said right—of—way dedication to a 1/2'' iron rod with plastic cap stamped "SPIARSENG" found for the north end of said corner clip;

THENCE along the south line of Prosper Trail, and same for said right—of—way dedication, around a non—tangent curve to the right having a central angle of  $10^{\circ}03'52''$ , a radius of 745.00 feet, a chord of N  $67^{\circ}19'26''$  E — 130.70 feet, an arc length of 130.87 feet to a 1/2'' iron rod with plastic cap stamped "SPIARSENG" found:

THENCE N 72°21'22" E, 8.76 feet continuing along the south line of Prosper Trail, and same for said right—of—way dedication, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for a southeasterly corner of said dedication;

THENCE N 72°30'06" E, 115.95 feet to a point along Prosper Trail, and along the south lineof said dedication per plat:

THENCE along the south line of Prosper Trail, and same for said right—of—way dedication, around a non—tangent curve to the right having a central angle of  $06^{\circ}47'49''$ , a radius of 839.32 feet, a chord of N  $85^{\circ}39'03''$  E — 99.51 feet, an arc length of 99.57 feet to a 1/2'' iron rod with plastic cap stamped "SPIARSENG" found:

THENCE N 89°23'41" E, 1,657.23 feet to a point through Prosper Trail, along a south line of said dedication to a point for the northwest corner of PPP 100 DEV LLC, recorded in Document No. 2023—88234 ORDCT;

THENCE along the east line of said 70.670 acre tract and said 1.742 acre tract, the following courses and distances:

- S 00°12'38" W, 760.78 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
- S  $30^{\circ}13^{\circ}29^{\circ}$  E, 98.75 feet to a  $1/2^{\circ}$  iron rod with plastic cap stamped "SPIARSENG" set;
- S 15°33'55" E, 92.94 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
- S 19°11'38" E, 92.93 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
- S 20°33'12" E, 93.06 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
- S 15°53'05" E, 74.81 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 00°27'40" W, 243.59 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of Lot 3, Block X, of ARTESIA NORTH PHASE 2, an Addition to the Town of Prosper, Denton County, Texas, recorded in Document No. 2017—164, PRDCT, from which an "X" in concrete found for the intersection of the centerlines of Greenbelt Park Lane and Sutton Park Avenue, bears S 26°14'33" E, 50.62 feet:

THENCE N 89°32'20" W, 712.69 feet along the north line of said Artesia North Phase 2 to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for the northwest corner thereof:

THENCE S 00°03'28" E, 259.07 feet along the west line of said ARTESIA NORTH PHASE 2 to a point at the northeast corner of a remainder of a tract conveyed to Inwood Plaza Joint Venture, recorded in Volume 4233, Page 738, Deed Records, Denton County, Texas;

THENCE N 89°32'20" W, 1,248.54 feet along the north line of said remainder, to the northeast corner of Teel Parkway Extension, an addition to the Town of Prosper, recorded in Document No. 2018—397 PRDCT, and the southeast corner of a right—of—way dedication to the Town of Prosper, recorded in Document No. 2023—75070, ORDCT, same being on the east line of said Teel Parkway;

THENCE along the west line of said Lot 2, the following courses and distances:

- N 00°08'40" W, 70.75 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
- A non—tangent curve to the right having a central angle of 11°15'12", a radius of 268.50 feet, a chord of N 05°36'13" E 52.65 feet, an arc length of 52.74 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found;
- A reverse curve to the left having a central angle of 11°22'30", a radius of 291.50 feet, a chord of N 05°32'34" E 57.78 feet, an arc length of 57.87 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found;
- N 00°08'41" W, 125.58 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
- N 44°31'11" E, 34.14 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
- THENCE N 06°32'41" W, 89.70 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE along the west line of said Lot 1, the following courses and distances:

- N 46°09'56" W, 34.74 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
- N 00°09'37" W, 407.88 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
- A non-tangent curve to the left having a central angle of 18°49'57", a radius of 1,060.00 feet, a chord of N 09°33'40" W 346.85 feet, an arc length of 348.41 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found;
- A compund curve to the left having a central angle of 01°08'29", a radius of 1,060.00 feet, a chord of N 19°32'53" W 21.12 feet, an arc length of 21.12 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found;
- N 20°22'59" W. 8.28 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found:
- A non-tangent curve to the right having a central angle of 01°58'04", a radius of 504.50 feet, a chord of N 15°14'40" W 17.33 feet, an arc length of 17.33 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found;
- A reverse curve to the left having a central angle of 13°40'01", a radius of 525.50 feet, a chord of N 21°05'38" W 125.05 feet, an arc length of 125.35 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found;

- N 20°22'59" W, 0.33 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found;
- A non-tangent curve to the left having a central angle of  $00^{\circ}10'12''$ , a radius of 1070.00 feet, a chord of N  $28^{\circ}18'42''$  W 3.18 feet, an arc length of 3.18 feet to a 1/2'' iron rod with plastic cap stamped "SPIARSENG" found:
- N 28°23'48" W, 171.85 feet to the POINT OF BEGINNING and containing 2,997,571 square feet or 68.815 acres of land.

### NOW THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

THAT SHADDOCK—PROSPER PARK PLACE 2, LLC, acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as PARK PLACE PHASE 2, an addition to the town of prosper. The streets and alleys shown on this plat as access easements are for the use and benefit or the owner of the property of this subdivision, their leases, invitees, and licensees. By acceptance of a deed conveying title to any lot in this subdivision, the owner thereof shall be deemed to have agreed and acknowledged and does certify the following:

- 1. The street and alleys (and all associated storm sewer systems) are private streets and alleys (and storm sewer) and are dedicated to the Town of Prosper as Access, Utility, and Drainage Easements. The Town has no responsibility or liability to make any repairs to such streets and alleys and storm sewer as long as they are private streets and alleys, except repairs made necessary by reason of installation, repair, or replacement of municipal utilities located therein or in the utility easements adjacent thereto.
- 2. So long as such streets and alleys and associated storm sewer are private, the sole responsibility for maintenance and replacement thereof shall be borne by the owners of the lots in this subdivision and/or any homeowner's association hereafter established for the owners of lots in this subdivision (the "Association"). 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 same may be hereafter amended. This provision may be enforced by specific performance or by any other remedy allowed by law.
- Neither the property owners within this subdivision, nor the Association, nor any other association or other organization or entity representing them shall have the right to request dedication (whether by voluntary or involuntary act or omission) of such private streets and alleys and storm sewer to the Town unless and until the Town has inspected such streets and alleys and determined that, at the time in question, they meet the Town's standards. If the Town desires to accept a dedication of said streets and alleys and storm sewer, the Association, its successors or assigns, or the owners of the lots in the subdivision will may, at the owners' or the Association's expense, all repairs required by the Town to the private streets and alleys and storm sewer to the Town. Before dedication, all public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
- 4. These easements and public use areas, as shown, are dedicated for the benefit of the owners of the property in this subdivision, their leases, invitees, and licensees use forever, for the purpose indicated on this plat.
- 5. The provisions hereof shall be binding upon and enforceable against all property owners in this subdivision, their successors and assigns and the Association and its successors and assigns. The provisions hereof may be enforced by the Town, any property owner in the subdivision, and/or the Association.
- 6. These covenants and restrictions shall run with the land and be binding on the owners of the property in this subdivision, their successor and assigns, the Association, its successors and assigns and all parties claiming by, through and under them. In the event a replat is requested on all of part of this property, the Town may require any similar or additional restrictions and covenants in it's sole discretion. These covenants and restrictions shall terminate when all the access easements shown on this plat are included within a replat of all or part of this property and are dedicated to the Town as public streets and alleys. In addition, all modifications to this document shall be by means of plat and approved by the Town of Prosper.
- 7. If the owner of the property in this subdivision should open the private streets to the public, such use shall be considered a temporary license only. The owners of property in this subdivision through the Association reserve the right to close the street to the public at any time prior to formal dedication of the street to the public, and acceptance of the same by The Town.
- The owners of property in this subdivision and the Association shall allow access to the subdivision and the streets in the subdivision to all Town employees and contractors acting on behalf of the Town and all governmental service vehicles, including, without limitation, law enforcement, fire, ambulance, sanitation, inspection, and health vehicles. In addition, 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 public utilities being subordinate to the Town's use thereof. The Town of Prosper and public utilities shall, at all time, 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 of procuring permission from anyone.
- 9. The owners of property within this subdivision hereby agree and recognize that the entire subdivision is benefited by the Town allowing the owners to maintain and control access to the private streets shown hereon, and that the Town is benefited by having the value of the property
- enhanced for ad valorem tax purposes and not being under any covenants, the benefits shall constitute sufficient and valid consideration.

  The owner of each lot affected by a drainage easement across the rear portion of such lot may not construct any improvements within such lot except those improvements which (a) do not impeded the natural flow of water across the property affected by such drainage easement (such as swimming pools and open fences) and (b) are built in accordance with and pursuant to a building permit issued by the Town. In no event shall SHADDOCK—PROSPER PARK PLACE 2, LLC., the Town, the Association or any of their successors or assigns have any liability for any improvements built in any drainage or utility easement. Each lot owner shall build in such area at his or her own risk and shall indemnify SHADDOCK—PROSPER PARK PLACE 2, LLC., the Town, the Association and their successors and assigns against any and all losses, damages and
- liability arising out of or associated with the construction of improvements on such owners' lot in any drainage or utility easement.

  11. 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 landscaping improvements may be placed in Landscape Easements, if approved by the Town. Landscaping may be placed in/or near other easements with Town approval. The Town and public utility entities shall have the right to remove and keep removed all or parts 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 said easements. The Town of Prosper is not responsible for replacing
- any improvements in, under, or over any easements caused by maintenance or repair.

  12. Invalidation of any word, phrase, sentence, paragraph, covenant or restriction by court judgment or otherwise, shall not affect the validity of the other covenants or restrictions contained herein.

  13. For lots adjacent to a Floodplain Only:

a. 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 by such construction becoming a part 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 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 the 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 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 a subdivision alters the horizontal or vertical floodplai

HIS PLAT APPROVED SUBJECT TO ALL	PLATTING ORDINANCES, RULES	, REGULATIONS AND	RESOLUTIONS OF	THE TOWN O	F PROSPER,	TEXAS.
ITNESS, MY HANDS, THIS THE	_ DAY OF	, 2024.				
SHADDOCK-PROSPER PARK PLACE 2	2, LLC					
By:						

COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared WILLIAM C. SHADDOCK, JR., known to me to be the person and officer whose

STATE OF TEXAS

Notary Public, State of Texas

OWNER / APPLICANT
SHADDOCK-PROSPER PARK PLACE 2, LLC
2400 Dallas Pkwy, Ste 560
Plano, Tx. 75093
Telephone: (214) 405-6942
Contact: William C. Shaddock, Jr.

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPELS No. F-2121 And No. F-10043100
Contact: Ryan Hartman, P.E.

August, 2024 SEI Job No. 23-127

## 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.

## DRAINAGE AND FLOODWAY 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: All of Lot 2, Block X, 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 will 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 or obstruct the flow of water, and the Town shall have the right of ingress and earess 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.

### 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.

### SURVEYOR'S CERTIFICATE

That I, Jimmy Bernau, of Spiars Engineering, Inc., 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 Regulations of the Town of Prosper, Texas.

Dated this the day of	, 2024.
PRELIMINARY, THIS DOCUMENT	
SHALL NOT BE RECORDED	
FOR ANY PURPOSE	

Registered Professional Land Surveyor Texas No. 6902

STATE OF TEXAS §
COUNTY OF COLLIN §

Jimmy Bernau

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Jimmy Bernau, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he execute the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN U	JNDER	ΜY	HAND	AND	SEAL	OF	OFFICE	this	the	 day of	 <u> 4</u> .

CERTIFICATE OF APPROVAL

Notary Public, State of Texas

Approved this Commission of the	day of Town of Prosper		2024	by	the	Planning	&	Zoning
 Town Secretary		_						

Engineering Department

Development Services Department

DEVAPP-24-0092 FINAL PLAT

## PARK PLACE PHASE 2

166 SINGLE FAMILY LOTS &
5 COMMON (HOA) LOTS
PD-123 ZONING
68.815 ACRES OUT OF THE
L. NETHERLY SURVEY ~ ABSTRACT NO. 962
TOWN OF PROSPER
DENTON COUNTY, TEXAS

Sheet 3 of 3