



WHEREAS VICTORY AT FRONTIER LLC, ROC-A-FELLA, INC., and LUCKY 7 RETAIL, LLC, are the owners of a tract of land situated in the Spencer Rice Survey, Abstract No. 787, Collin County, Texas, and being a portion of Lot 3, Block A of Victory at Frontier, an addition to the Town of Prosper according to the plat thereof recorded in Volume 2021, Page 56, Plat Records, Collin County, Texas, and being a portion of a called 29.090 acre tract of land as described in the Special Warranty Deed to Victory Frontier, LLC, recorded in Instrument No. 20161122001590950, Official Public Records, Collin County, Texas, a portion of a called 5.448 acre tract of land described in the Special Warranty Deed to Roc-A-Fella, Inc., recorded in Instrument No. 2023000003247, as corrected in Instrument No. 2024000022433, Official Public Records, Collin County, Texas, all of a called 2.350 acre tract of land described in the Special Warranty Deed to Roc-A-Fella, Inc., recorded in Instrument No. 2024000047782, Official Public Records, Collin County, Texas, and all of that called 1.198 acre tract of land described as "Tract 3" in the Special Warranty Deed to Lucky 7 Retail LLC, recorded in Instrument No. 20201030001904260, Official Public Records, Collin County, Texas, and being more particularly described as follows:

**COMMENCING** at a 1/2-inch iron rod found (disturbed) for the northwest corner of said Lot 3, Block A and being in the east line of a called 37.632 acre tract of land described in the Special Warranty Deed with Vendor's Lien to Frisco Tollway Partners, LTD., recorded in Volume 5622, Page 3883, Deed Records, Collin County, Texas, and being the south right-of-way line of West Frontier Parkway (a variable width public right-of-way);

**THENCE** South 00°34'18" East with the east line of said 37.632 acre tract, a distance of 5.21 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the northwest corner of said 5.448 acre tract;

THENCE North 89°25'42" East with said south right-of-way line, a distance of 548.94 feet to an "X" cut found for the northwest corner of Lot 6, Block A of Victory at Frontier, an addition to the Town of Prosper, according to the plat thereof recorded in Volume 2025, Page 81, Plat Records, Collin County, Texas;

**THENCE** with the west line of said Lot 6, Block A, the following courses and distances:

South 00°39'27" East, a distance of 112.06 feet to an "X" cut found for corner; South 89°20'55" West, a distance of 10.97 feet to an "X" cut found for corner;

South 00°39'05" East, a distance of 179.06 feet to a an "X" cut found for the southwest corner of said Lot 6, Block A;

THENCE North 89°48'45" East with the south line of said Lot 6, Block A, a distance of 194.59 feet to a 1/2-inch iron rod with plastic cap stamped "BARTON CHAPA" found for the southeast corner of said Lot 6, Block A, same being the southwest corner of Lot 7, Block A of Victory at Frontier, an addition to the Town of Prosper, according to the plat thereof recorded in Volume 2024, Page 1125. Plat Records. Collin County. Texas:

**THENCE** with the common line of said Lot 7, Block A and said 2.350 acre tract, the following courses and distances:

North 89°48'44" East, a distance of 114.33 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner; North 89°25'42" East, a distance of 63.04 feet to an "X" cut found for the northeast corner of said 2.350 acres and being in the west line of said "Tract 3";

**THENCE** with the common line of said Lot 7, Block A, and said "Tract 3", the following courses and distances:

North 01°24'24" East, a distance of 73.39 to an "X" cut set for corner

North 89°26'11" East, a distance of 83.18 to an "X" cut found for the most easterly southeast corner of Lot 7, Block A, and being in the west line of Lot 2, Block A of Victory at Frontier, an addition to the Town of Prosper according to the plat thereof recorded in Volume 2021, Page 74, Plat Records, Collin County, Texas;

**THENCE** with the common line of said Lot 2, Block A, and said "Tract 3", the following courses and distances:

South 00°15'13" West, a distance of 26.30 feet to a 1/2-inch iron rod found for the southwest corner of said Lot 2, Block A; South 88°35'36" East, a distance of 263.84 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the southeast corner of said Lot 2, Block A, and being in the west right-of-way line of N. Preston Road (State Highway 289, a variable width right-of-way),

THENCE with the west right-of-way line of said N. Preston Road, the following courses and distances:

South 01°24'24" West, a distance of 76.26 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner; South 04°16'09" West, a distance of 68.37 feet to a 5/8-inch iron rod found for the northeast corner of Lot 4, Block A of Victory at Frontier, an addition to the Town of Prosper, according to the plat thereof recorded in Volume 2023, Page 146, Plat Records, Collin County, Texas;

THENCE with the north line of said Lot 4, Block A, North 88°35'37" West, a distance of 381.11 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the northwest corner of said Lot 4, Block A, and being in the east line of said 2.350 acre tract:

THENCE South 01°30'06" West with the common line of said Lot 4. Block A. and said 2.350 acre tract. a distance of 286.78 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the southwest corner of said Lot 4, Block A, and being the northwest corner of Lot 1, Block A of Victory at Frontier, an addition to the Town of Prosper, according to the plat thereof recorded in Volume 2021, Page 546, Plat Records, Collin County, Texas;

THENCE South 01°24'24" West with the common line of said Lot 1, Block A, and said 2.350 acre tract, a distance of 171.93 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for a southeast corner of said Lot 3, Block A, the southeast corner said 2.350 acre tract, the southwest corner of said Lot 1, Block A, and being in the north line of a called 7.930 acre tract of land described in the Special Warranty Deed with Vendor's Lien, to Victory At Frontier South, LLC., recorded in Instrument No. 20180824001065580, Official Public Records, Collin County, Texas;

THENCE North 88°38'52" West with the common line of said Lot 3, Block A and said 7.930 acre tract, passing at a distance of 179.96 feet, the southwest corner of said 2.350 acre tract, continuing in all a distance of 289.71 feet to a 1/2-inch iron rod found for the northwest corner of said 7.930 acre tract;

THENCE continuing with the common line of said Lot 3, Block A, and said 7.930 acre tract, South 01°21'12" West, passing at a distance of 150.00 feet, a 5/8-inch iron rod with red plastic cap stamped "KHA" set for reference, continuing in all a distance of 284.90 feet to a point for corner in the north line of Lot 1, Block A, of Prosper United Methodist Church, an addition to the Town of Prosper, according to the plat thereof recorded in Volume 2022, Page 562, Plat Records, Collin County Texas;

**THENCE** with the common line of said Lot 3, Block A and said Lot 1, Block A, the following courses and distances:

North 54°09'37" West, a distance of 107.29 feet to a point for corner;

North 46°04'15" West, a distance of 109.43 feet to a point for corner;

South 70°07'38" West, a distance of 201.06 feet to a point for corner;

South 65°52'16" West, a distance of 218.72 feet to a point for the southwest corner of said Lot 3, Block A, and being the southeast corner of the aforementioned 37.632 acre tract;

THENCE North 00°34'18" West with the common line of said Lot 3, Block A and said 37.632 acre tract, passing at a distance of 137.18 feet, a 5/8-inch iron rod with red plastic cap stamped "KHA" set for reference, passing at a distance of 838.39 feet, a 1/2-inch iron rod with plastic cap stamped "BARTON CHAPA" found for the northwest corner of the aforementioned 29.090 acre tract and the southwest corner of the aforementioned 5.448 acre tract, continuing along the common line of said Lot 3, Block A and said 37.632 acre tract, in all a distance of 1,133.39 feet to the POINT OF BEGINNING and containing a computed area of 806,677 square feet or 18.519 acres of land.

OWNERS CERTIFICATE STATE OF TEXAS COUNTY OF COLLIN §

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

THAT, VICTORY AT FRONTIER, LLC, ROC-A-FELLA, INC., and LUCKY 7 RETAIL, LCC, acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as VICTORY AT FRONTIER, BLOCK A, LOTS 3, 5, 8 & 9, an addition to the Town of Prosper, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. The VICTORY AT FRONTIER, LLC, ROC-A-FELLA, INC., and LUCKY 7 RETAIL, **LLC**, do 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
- 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. 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 use to particular utilities, said use by the 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 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 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
- to 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.
- 10. 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 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 a Subdivision alters the horizontal or vertical floodplain, a FEMA Floodway map revision may be required.

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

WITNESS, my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 2025 **VICTORY AT FRONTIER, LLC** 

Authorized Signature

Printer Name and Title

STATE OF COUNTY OF

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 \_\_\_\_\_\_, 2025

Notary Public, State of Texas

**ROC-A-FELLA, INC** 

Authorized Signature

Printer Name and Title

STATE OF **COUNTY OF** 

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 \_\_\_

Notary Public, State of Texas

**LUCKY 7 RETAIL, LLC** 

Authorized Signature

Printer Name and Title

STATE OF COUNTY OF

**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 \_\_\_\_\_, 2025

Notary Public, State of Texas

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 A, 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.

**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 responsibilit 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.

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 \_\_\_\_\_\_, 2025

**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

David J. De Weirdt Registered Professional Land Surveyor No. 5066 Kimley-Horn and Associates, Inc. 801 Cherry Street, Unit 11, #1300 Fort Worth, Texas 76102 (817) 335-6511 dave.deweirdt@kimley-horn.com

STATE OF TEXAS COUNTY OF TARRANT §

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 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 \_\_\_\_\_\_, 2025

Notary Public, State of Texas

CERTIFICATE OF APPROVAL

Approved this day of \_, 2025 by the Planning & Zoning Commission of the Town of Prosper, Texas.

Town of Secretary

**Engineering Department** 

**Development Services Department** 

TOWN PROJECT # WAIV-25-0001

REVISED CONVEYANCE PLAT VICTORY AT FRONTIER **BLOCK A, LOTS 3, 5, 8 & 9** 

BEING A REVISED CONVEYANCE PLAT OF LOT 3, BLOCK A. VICTORY AT FRONTIER, AN ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS RECORDED IN VOL. 2021, PG. 56 PLAT RECORDS OF COLLIN COUNTY, TEXAS, AND BEING 18.519 ACRES SITUATED IN THE SPENCER RICE SURVEY. ABSTRACT NO. 787

TOWN OF PROSPER, COLLIN COUNTY, TEXAS PREPARATION DATE: JUNE. 2025

Fort Worth, Texas 76102 FIRM # 10194040 www.kimley-horn.com

<u>Sheet No.</u>

3 OF 3

Project No. <u>Scale</u> <u>Drawn by</u> <u>Date</u> JJW June 2025 064460922

SURVEYOR: Kimley-Horn and Associates, Inc. Fort Worth, Texas 76102 Contact: David J. De Weirdt

Copyright © 2025

All rights reserved

OWNER: Roc-A-Fella, Inc. 211 W Frontier Parkway Prosper, Texas 75078 Contact: Tony Ramji Ph. (469) 213-7833 jesus@vg-re.com

Lucky 7 Retail LLC 2911 Turtle Creek Blvd. Suite 700 Dallas, Texas 75219 Contact: Tony Ramji Ph. (469) 213-7833

jesus@vg-re.com

Victory at Frontier LLC 211 W Frontier Parkway Prosper, Texas 75078 Contact: Tony Ramji Ph. (469) 213-7833 jesus@vg-re.com

13455 Noel Road Two Galleria Office Tower, Suite #700, Dallas, Texas 75240 Contact: Neda Hosseiny Ph. (972) 770-1300 neda.hosseiny@kimley-horn.com

**APPLICANT / ENGINEER:** 

Kimley-Horn and Associates, Inc.

801 Cherry Street, Unit 11, #1300 Ph. (817) 335-6511 david.deweirdt@kimley-horn.com