



AGENDA
Planning and Zoning Commission
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, October 17, 2023
6:00 PM

Welcome to the Prosper Planning & Zoning Commission Meeting.

Citizens may watch the meeting live by using the following link: www.prospertx.gov/livemeetings

Addressing the Planning & Zoning Commission:

Those wishing to address the Planning and Zoning Commission must complete the Public Comment Request Form located on the Town's website or in the Council Chambers.

If you are attending in person, please submit this form to the Town Secretary or the person recording the minutes for the Board/Commission prior to the meeting. When called upon, please come to the podium, and state your name and address for the record.

If you are watching online, please submit this form to the Town Secretary prior to 4:00 p.m. on the day of the meeting in order for your comments to be read into the record. The Town assumes no responsibility for technical issues beyond our control.

In compliance with the Texas Open Meetings Act, the Town Council/Board/ Commission may not deliberate or vote on any matter that does not appear on the agenda. The Council/Board/Commission, however, may provide statements of fact regarding the topic, request the topic be included as part of a future meeting, and/or refer the topic to Town staff for further assistance.

Citizens and other visitors attending Planning and Zoning Commission meetings shall observe the same rules of propriety, decorum, and good conduct applicable to members of the Commission. Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while addressing the Commission or while attending the meeting shall be removed from the room, if so directed by the Mayor or presiding officer, and the person shall be barred from further audience before the Commission during that session of the meeting. Disruption of a public meeting could constitute a violation of Section 42.05 of the Texas Penal Code.

1. Call to Order / Roll Call.
2. Pledge of Allegiance.
3. Rules of Order.

CONSENT AGENDA:

Items placed on the Consent Agenda are considered routine in nature and are considered non-controversial. The Consent Agenda can be acted upon in one motion. Items may be removed from the Consent Agenda by the request of a Commission Member or staff.

- 4a. Consider and act upon the minutes from the October 03, 2023, Planning & Zoning Commission meeting.

- [4b.](#) Consider and act upon a request for a Revised Conveyance Plat for MSW Prosper 380 Addition, Block A, Lots 1, 2, and 3, on 34.2± acres, located on the southeast corner of Prairie Drive and Mahard Parkway. The property is zoned Planned Development-47 (PD-47) Prosper 110 and Specific Use Permit-11 (S-11) Texas Health Resources Helistop. (D21-0101)
- [4c.](#) Consider and act upon a Final Plat of Teel 380 Addition, Block A, Lot 1A on 1.6± acres, located on the northwest corner of Teel Parkway and University Drive. The property is zoned Planned Development-40 (PD-40) Windsong Ranch. (DEVAPP-23-0146)
- [4d.](#) Consider and act upon a Site Plan for a Restaurant, on 1.6± acres, located on the northwest corner of Teel Parkway and University Drive. The property is zoned Planned Development-40 (PD-40) Windsong Ranch. (DEVAPP-23-0148)
- [4e.](#) Consider and act upon a request for a Preliminary Plat for Park Place Phase 2, with 170 single family lots and two open space lots on 70.4± acres, located on the southeast corner of Prosper Road and Teel Parkway. The property is zoned Planned Development-123 (PD-123) Prosper Hills. (DEVAPP-23-0158)

CITIZEN COMMENTS

The public is invited to address the Commission on any topic. However, the Commission is unable to discuss or take action on any topic not listed on this agenda. Please complete a “Public Comment Request Form” and present it to a staff member prior to the meeting.

REGULAR AGENDA:

If you wish to address the Commission, please fill out a “Public Comment Request Form” and present it to the Chair, preferably before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, individuals wishing to address the Planning and Zoning Commission for items listed as public hearings will be recognized when the public hearing is opened. For individuals wishing to speak on a non-public hearing item, they may either address the Commission during the Citizen Comments portion of the meeting or when the item is considered by the Planning and Zoning Commission.

- [5.](#) Conduct a Public Hearing and consider and act upon a request for an extension of a Specific Use Permit for a Concrete Batching Plan on 5.0± acres, located south of West First Street and west of South Dallas Parkway. (S20-0002)
- 6. Review actions taken by the Town Council and possibly direct Town Staff to schedule topic(s) for discussion at a future meeting.
- 7. Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, October 13, 2023, and remained so posted at least 72 hours before said meeting was convened.

Michelle Lewis Sirianni, Town Secretary

Date Notice Removed

Pursuant to Section 551.071 of the Texas Government Code, the Town Council reserves the right to consult in closed session with its attorney and to receive legal advice regarding any item listed on this agenda.

NOTICE

Pursuant to Town of Prosper Ordinance No. 13-63, all speakers other than Town of Prosper staff are limited to three (3) minutes per person, per item, which may be extended for an additional two (2) minutes with approval of a majority vote of the Town Council.

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS: The Prosper Town Council meetings are wheelchair accessible. For special services or assistance, please contact the Town Secretary's Office at (972) 569-1011 at least 48 hours prior to the meeting time.



MINUTES
Regular Meeting of the
Prosper Planning & Zoning Commission
Prosper Town Hall
Council Chambers
250 W. First Street, Prosper, Texas
Tuesday October 10, 2023, 6:00 p.m.

1. Call to Order / Roll Call

The meeting was called to order at 6:00 p.m.

Commissioners Present: Chair Brandon Daniel, Cameron Reeves, Sekou Harris, Glen Blanscet, John Hamilton

Staff Present: David Hoover, Director of Development Services; Suzanne Porter, Planning Manager; Dakari Hill, Senior Planner; Doug Braches, Planner; Jerron Hicks, Planner; Reynaldo Merlos, Planning Tech

2. Recitation of the Pledge of Allegiance.

3. Consider and act upon the appointment of the Planning & Zoning Commission Chair, Vice Chair, and Secretary.

Chair Brandon Daniel opens the floor to entertain discussion and/or motion for Chair.

Motion by Commissioner Harris to appoint Brandon Daniel as Chair. Seconded by Commissioner Reeves. Motion approved 5:0.

Chair Brandon Daniel continues the meeting.

Motion by Commissioner Harris to appoint Damon Jackson as Vice-Chair. Second by Commissioner Blanscet. Motion approved 5:0.

Motion by Commissioner Harris to appoint Cameron Reeves as Secretary. Seconded by Commissioner Blanscet. Motion approved 5:0.

4. Rules of Order

Chair Brandon Daniel asks if Town Staff can create an informational meeting to discuss consent items in more detail before certain meetings and comments that attendance is vital in being part of the Planning & Zoning Commission.

5. CONSENT AGENDA

5a. Consider and act upon the minutes from the September 19, 2023, Planning & Zoning Commission meeting.

5b. Consider and act upon a Final Plat for Preston 48 Addition, Block A, Lot 3R, on 2.4± acres, located on the southwest corner of East Prosper Trail and North Preston Road. The property is zoned Commercial (C). (DEVAPP-23-0009)

- 5c. Consider and act upon a Site Plan for a Car Wash in accessory to a Convenience Store with Gas Pumps, on 2.4± acres, located on the southwest corner of East Prosper Trail and North Preston Road. The property is zoned Commercial (C). (DEVAPP-23-0075)
- 5d. Consider and act upon a Final Plat for Pearls of Prosper, Block A, Lots 1-14 & Lot 1X, Block B, Lots 1-4 & Lot 2X, Block C, Lots 1-14, Block D, Lot 1, Block E, Lot 1, and Block F, Lot 1, on 23.2± acres, located on the southwest corner of West Prosper Trail and North Legacy Drive. The property is zoned Planned Development-14 (PD-14) The Parks at Legacy. (DEVAPP-23-0078)
- 5e. Consider and act upon a Final Plat for Star Trail, Phase 14, Block J, Lots 1-37, Lot 2X, and Lot 6X, Block K, Lots 1-17 & Lot 4X, on 15.9± acres, located south of West Prosper Trail and west of North Legacy Drive. The property is zoned Planned Development-66 (PD-66) Star Trail. (DEVAPP-23-0157)
- 5f. Consider and act upon a Final Plat for Star Trail, Phase 15, Block A, Lots 1-40, Lot 1X, and Lot 5X, Block B, Lots 1-33 & 3X, on 20.4± acres, located south of West Prosper Trail and west of North Legacy Drive. The property is zoned Planned Development-66 (PD-66) Star Trail. (DEVAPP-23-0154)
- 5g. Consider and act upon a Final Plat for Star Trail, Phase 16, Block C, Lots 16-50, 5X, 9X, and 10X, Block D, Lots 1-16 & Lot 7X, Block E, Lots 1-16 & Lot 8X, and Block F, Lots 1-17, on 22± acres, located on the southwest corner of Prosper Road and North Legacy Drive. The property is zoned Planned Development-66 (PD-66) Star Trail. (DEVAPP-23-0163)
- 5h. Consider and act upon a Final Plat for Wandering Creek, Phase 1, Block A, Lots 1-18, Block B, Lots 1-13, Block C, Lots 1-13, Block D, Lots 1 & 22-27, Block E, Lots 1-44, Block F, Lots 1-11, Block G, Lots 1-12, and Block I, Lot 1, on 49.0± acres, located south of East First Street and west of North Custer Road. The property is zoned Planned Development-90 (PD-90) Brookhollow North. (DEVAPP-23-0156)
- 5i. Consider and act upon a Final Plat for Teel 380 Addition, Block A, Lot 6, on 2.9± acres, located north of US-380 and west of South Teel Parkway. The property is zoned Planned Development-40 (PD-40) Windsong Ranch. (DEVAPP-23-0159)
- 5j. Consider and act upon a Site Plan for a Restaurant and Retail Store, on 2.9± acres, located north of US-380 and west of South Teel Parkway. The property is zoned Planned Development-40 (PD-40) Windsong Ranch. (DEVAPP-23-0160)

Commissioner Blanscet requests that Items 5d, 5e, 5f, 5g, and 5h to be pulled for discussion. Motion by Commissioner Reeves to approve amended item 5a, and 5b, 5c, 5i, and 5j and pull 5d, 5e, 5f, 5g and 5h for consideration. Second by Commissioner Blanscet. Motion carried 5:0.

Dakari Hill (*staff*): Presents Item 5d.

Commissioner Blanscet questions if the three open spaces are zoned for retail.

Dakari Hill (*staff*): Answers Commissioner Blanscet question that yes, they are zoned for retail per the PD.

Commissioner Blanscet questions if the remaining two spaces are in the residential area and if they will be true open spaces for public use.

Dakari Hill (*staff*): Answers Commissioner Blanscet's question that yes, the two open spaces are in the residential area and will be for public use.

Dakari Hill (*staff*): Presents Item 5e. Refers the Commission to the Applicant and Engineer.

Scott Shipp (*applicant*): Comments that the strip along Prosper Trail is an open space and follow[ing] the interior road on the east side, there is a strip of open space. There is also a 7-acre public park just south of the amenity center.

Commissioner Blanscet questions if there will be a side walk or walking trail in that area.

Scott Shipp (*applicant*): Answers Commissioner Blanscet that yes there will be.

Dakari Hill (*staff*): Comments that the Star Trail phases presented tonight are to the west of Legacy Road. Presents Item 5f.

No questions from the Commissioners.

Dakari Hill (*staff*): Presents Item 5g.

Commissioner Blanscet requests that the applicant step forward to answer the following questions. Why there is no thoroughfare and continue First Street and instead develop more housing.

Scott Shipp (*applicant*): Answers Commissioner Blanscet's question, stating that they wanted to preserve the identity of the master plan of the Star Trail Community.

Commissioner Blanscet comments that he hoped for Star Trail developers to continue First Street and alleviate the traffic congestion that is coming out of the Artesia community but understands the decision Star Trail made.

Dakari Hill (*staff*): Presented Item 5h.

Commissioner Blanscet questions that in the PD, this particular tract is required to be Type A lots.

Dakari Hill (*staff*): Answers Commissioner Blanscet question, stating that this PD has been broken up, there have been amendments by new PDs to the type of lots that can be used.

Commissioner Blanscet comments that in the Future Land Use Plan (FLUP), this is labeled as low density but appears more as medium density.

Dakari Hill (*staff*): Comments that the lots have different sizes but will balance out to maintain the low density.

Commissioner Blanscet thanks the staff for the additional information regarding all the items presented tonight.

Commissioner Blanscet motions to approve items 5d, 5e, 5f, 5g and 5h, subject to Town staff recommendations. Second by Commissioner Hamilton. Motion passes 5:0.

CITIZEN COMMENTS

No citizen comments.

REGULAR AGENDA

6. Conduct a Public Hearing and consider and act upon a request to rezone 0.3± acres from Single Family-15 (SF-15) to Downtown Single-Family (DTSF), for Hillside Addition, Block 2, Lot 4, located north of East Fifth Street and west of North Church Street. (ZONE-23-0018)

Dakari Hill (*staff*): Presents Item 6 about 209 E. Fifth Street being rezoned from SF-15 to DTSF. Town Staff has received one reply form in support and two calls in opposition, but no reply forms were submitted.

Commissioner Harris questions who received the calls.

Dakari Hill (*staff*): Answers Commissioner Harris' question, states that the Planning Technician, Rey Merlos, received the calls which was reason to note their opposition.

Commissioner Harris asks what the reasoning for public opposition.

Dakari Hill (*staff*): Answers Commissioner Harris question that the home would be larger than homes in the surrounding area.

Commissioner Harris questions the difference between the lots.

Dakari Hill (*staff*): Answers Commissioner Harris' question stating that all these lots were grandfathered and therefore non-conforming lots. The Future Plan for the Downtown Area is to rezone the whole area to DTSF.

Chair Brandon Daniel asks if for the time being, are these rezoning cases in the downtown area still going to come to Planning and Zoning Commission (P&Z).

Dakari Hill (*staff*): Responds to Chair Brandon Daniel's question that yes, for the time being, they still will go through P&Z.

Commissioner Reeves comments that there needs to be a discussion about how to approach the rezoning.

Commissioner Harris questions if there is a situation or circumstances where the commissioners would deny a request.

David Hoover (*staff*): Answers Commissioner Harris' question that there is a Downtown Master Plan, but it is not an ordinance. There is also a Downtown map in the Comprehensive plan that discusses the downtown, however there is no real implementation. Comments on the previous zoning case on Coleman Street where Town Council wants a PD to limit the uses in that area.

Commissioner Hamilton questions if the lot coverage is the only thing that is changing.

David Hoover (*staff*): Answers Commissioner Hamilton that yes, it is.

Commissioner Blanscet questions how far Town Staff is in the overlay discussion.

David Hoover (*staff*): Answers Commissioner Blanscet's question, stating there is a meeting for this Friday. (October 6, 2023)

Commissioner Harris questions if Legal has seen this proposal and if they approve.

David Hoover (*staff*): Answers Commissioner Blanscet that Legal does not really get involved with case reviews unless there is a specific problem that requires it.

Chair Brandon Daniel questions Commissioner Blanscet if there is a specific concern with the case.

Commissioner Blanscet answers that he is concerned about spot zoning.

David Hoover (*staff*): Answers Commissioner Blanscet's concern that this is not the case in this situation.

Commissioner Hamilton commented that if this is a spot zoning issue with the intention to correct issue in the future.

David Hoover (*staff*): Comments that spot zoning relates to being detrimental to surrounding properties which is not the case in this item.

Chair Brandon Daniel opened the Public Hearing.

Chair Brandon Daniel asks about the square footage of the home.

Jennifer Richter (*applicant*): Presents Item 6 with square footage and history of lot. There has been a previous home on the lot and was relocated to allow for a new home to be allowed on the lot.

Chair Brandon Daniel thanks the applicant.

Jordan Cornier (*resident*): Expresses general support for the rezoning.

Chair Brandon Daniel closed the Public Hearing.

Commissioner Hamilton has no additional questions and in support of item.

Commissioner Harris has no issues and is in support of the item.

Commissioner Reeves that legacy is what Prosper is about and in support of item.

Commissioner Blanscet comments that overlay process should have been done first but in support of item.

Chair Brandon Daniel is in support of the item.

Commissioner Reeves motions to approve Agenda Item 6, subject to Town Staff recommendation. Motion seconded by Commissioner Harris to approve Agenda Item 6. Approved 5:0.

7. Review actions taken by the Town Council and possibly direct Town Staff to schedule topic(s) for discussion at a future meeting.

Dakari Hill (*Staff*): Presented information regarding Prosper Hills Ordinance Adoption and Development Agreement, 313 N Coleman Street, Pradera Development Agreement, McDonalds SUP, Batch Plant SUP extension, and introduces the new Commissioner and new Planning Manager.

Commissioner Harris questions why the McDonalds SUP is being tabled for the next Town Council meeting.

Dakari Hill (*Staff*): Answers Commissioner Harris' question that the applicant, Matt Moore, emailed Town Staff and stated that he will not be able to attend the October 10, 2023 Town Council meeting.

8. Adjourn.

Motioned to Adjourn by Commissioner Hamilton, seconded by Commissioner Blanscet. Motion approved 5:0 at 7:05 p.m.

Reynaldo Merlos, Planning Technician

Cameron Reeves, Secretary



PLANNING

To: Planning & Zoning Commission **Item No. 4b**
From: Dakari Hill, Senior Planner
Through: David Hoover, Director of Development Services
Cc: Suzanne Porter, Planning Manager
Re: Planning & Zoning Commission Meeting – October 17, 2023

Agenda Item:

Consider and act upon a request for a Revised Conveyance Plat for MSW Prosper 380 Addition, Block A, Lots 1, 2, and 3, on 34.2± acres, located on the southeast corner of Prairie Drive and Mahard Parkway. The property is zoned Planned Development-47 (PD-47) Prosper 110 and Specific Use Permit-11 (S-11) Texas Health Resources Helistop. (D21-0101)

Description of Agenda Item:

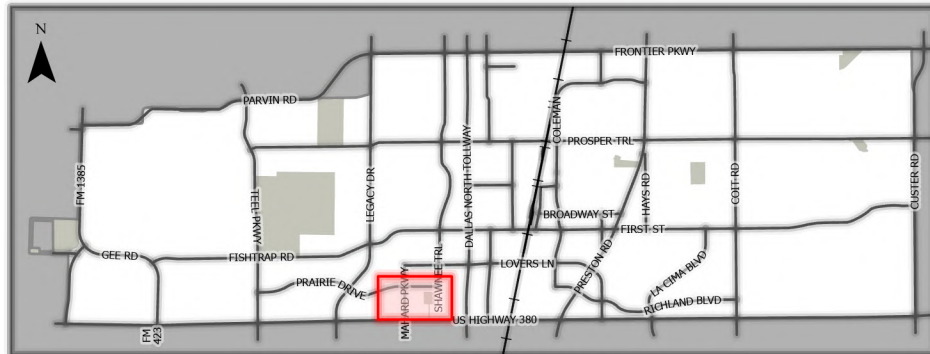
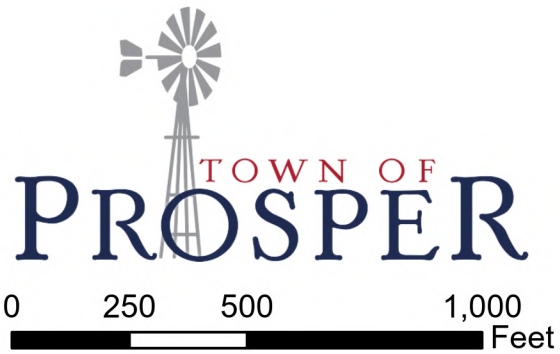
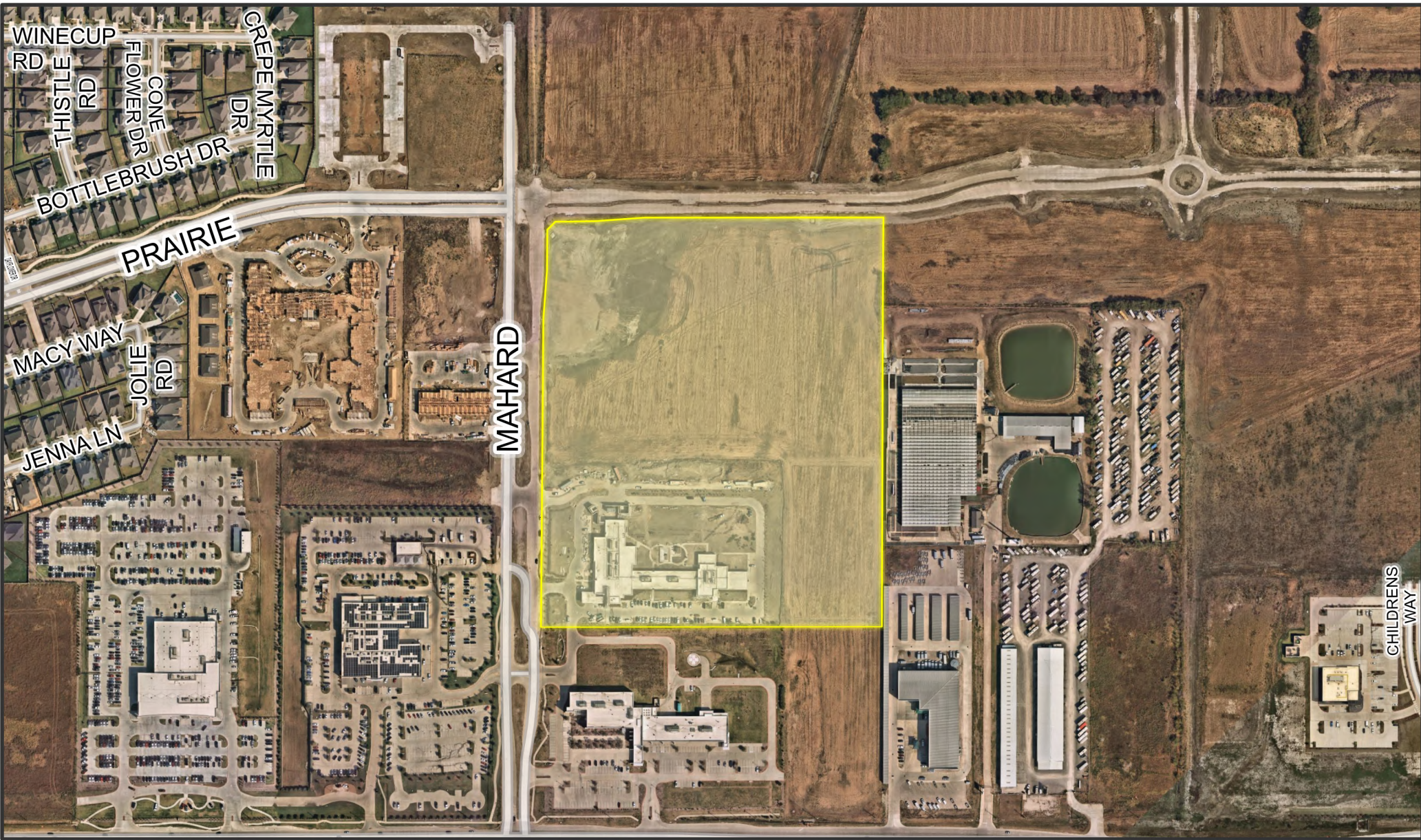
The purpose of this Revised Conveyance Plat is to create Lot 1. The Revised Conveyance Plat conforms to the Planned Development-47 (PD-47) development standards.

Attached Documents:

1. Location Map
2. Revised Conveyance Plat

Town Staff Recommendation:

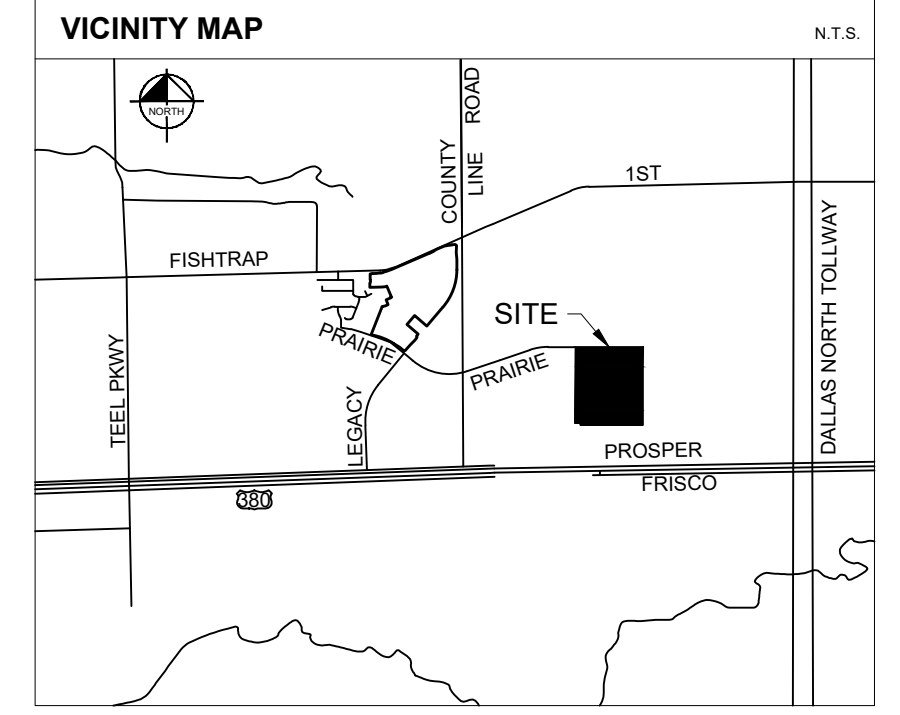
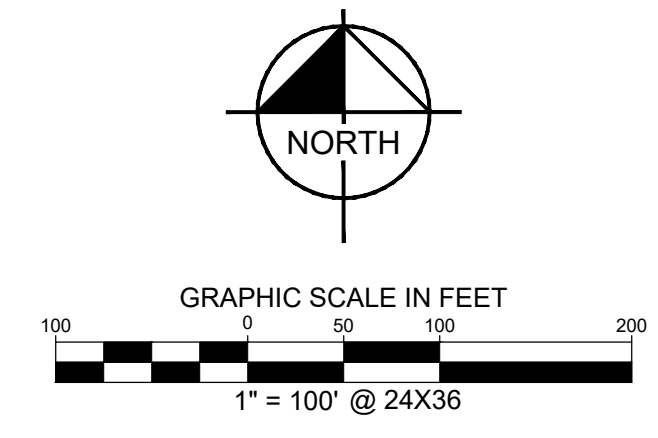
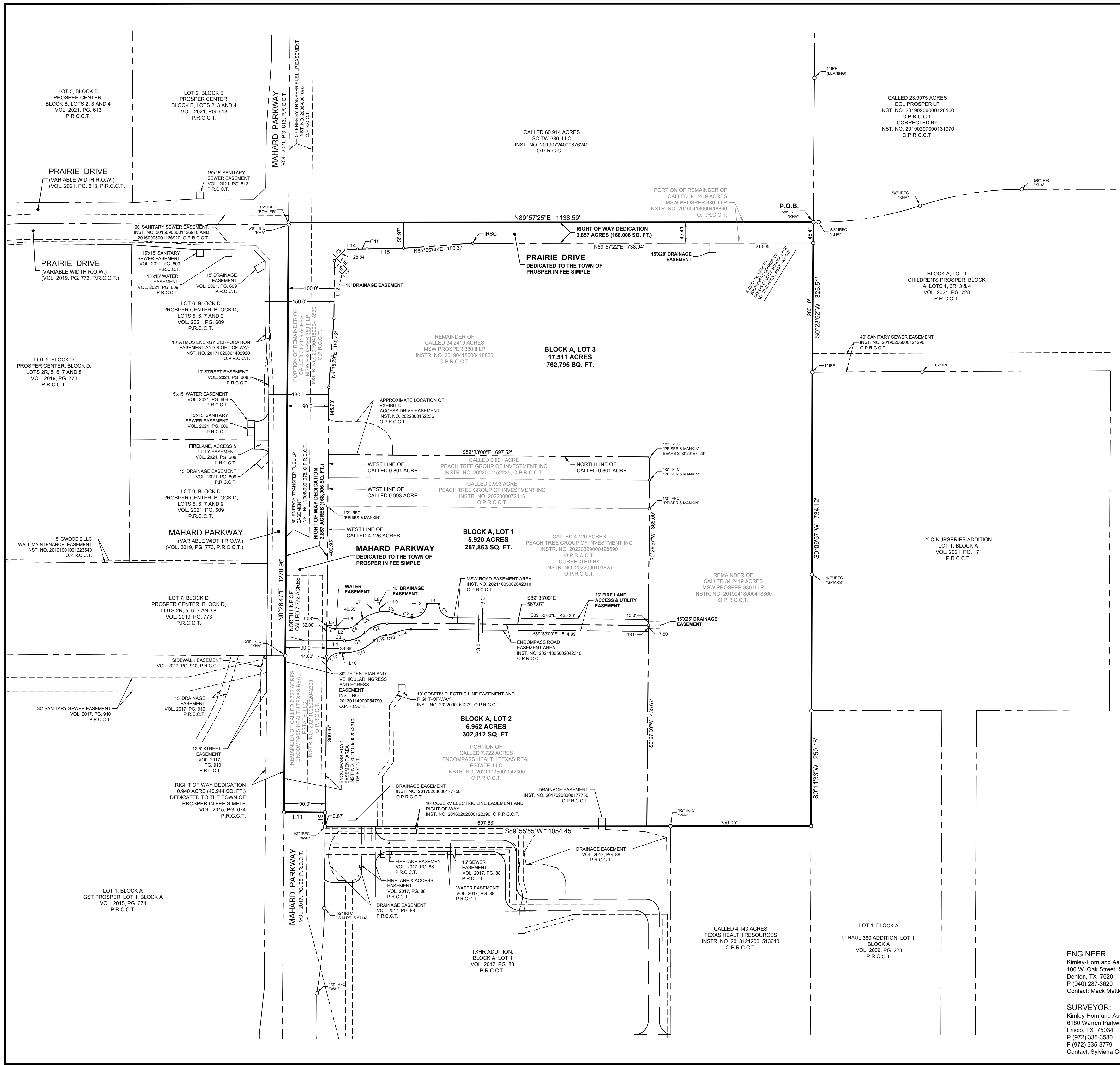
Town Staff recommends approval of the Revised Conveyance Plat, subject to approval of all additions and/or alterations to the easements and dedications.



D21-0101
 MSW Prosper 380
 Addition, Block A, Lots 1R

Revised Conveyance Plat

This map for illustration purposes only



LEGEND

—	BOUNDARY LINE
- - -	EASEMENT LINE
---	PROPERTY LINE
---	IRF IRON PIPE FOUND
---	IRF IRON ROD FOUND
---	IRFC IRON ROD FOUND WITH CAP
---	IRSC IRON ROD SET WITH CAP
---	NTS NOT TO SCALE
(C.M.)	CONTROLLING MONUMENT
P.O.B.	POINT OF BEGINNING
D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
END	FOUND
R.O.W.	RIGHT OF WAY

- NOTES:**
- All corners set are monumented with a 5/8 inch iron rod with red plastic cap stamped "KHA", unless otherwise noted.
 - Bearing system based on easterly line of Prosper Center, an addition to the Town of Prosper, according to the Conveyance Plat, recorded in Volume 2016, Page 400, Plat Records, Collin County, Texas, said bearing being North 00°26'47" East.
 - According to Map No. 48085C0230 J dated June 2, 2009, of the National Flood Insurance Program Map, Flood Insurance Rate Map of Collin County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is located in Zone X (unshaded) and is not within a special flood hazard area. If this site is within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
 - Notice: A conveyance plat is a record of property approved by the Town of Prosper, Texas, for the purpose of sale or conveyance in its entirety or interests thereon defined. No building permit shall be issued nor permanent public utility service provided until a final plat is approved, filed of record and public improvements accepted in accordance with the provisions of the Subdivision Ordinance of the Town of Prosper.
 - Landscape easements shall be required when a final platting of the lots within this conveyance plat are prepared.

LINE TABLE			CURVE TABLE					
NO.	BEARING	LENGTH	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
L1	S89°33'13"E	38.23'	C1	45°01'37"	65.00'	51.08'	N67°25'06"E	49.78'
L2	S89°33'00"E	20.10'	C2	45°32'43"	65.00'	51.67'	S67°40'39"W	50.32'
L3	S89°33'00"E	3.40'	C3	38°5'159"	30.00'	19.30'	S71°07'01"E	18.97'
L4	S89°33'01"E	26.00'	C4	44°53'37"	39.00'	30.56'	N67°20'04"E	29.78'
L5	N89°58'28"E	19.92'	C5	39°33'45"	91.39'	63.11'	S64°44'26"W	61.86'
L6	S00°00'32"E	7.24'	C6	31°36'38"	50.00'	27.59'	N79°40'23"W	27.24'
L7	N00°26'59"E	24.70'	C7	25°40'56"	80.00'	35.86'	S76°42'32"E	35.56'
L8	S89°33'00"E	15.00'	C8	90°00'00"	30.00'	47.12'	N45°27'00"E	42.43'
L9	S00°27'00"W	20.63'	C9	90°00'00"	30.00'	47.12'	S44°33'00"E	42.43'
L10	S89°33'00"E	9.37'	C10	74°54'07"	30.00'	39.22'	S52°59'56"W	36.48'
L11	N89°34'24"W	89.10'	C11	45°05'45"	91.00'	71.62'	N67°27'51"E	69.79'
L12	S00°26'47"W	125.00'	C12	42°17'11"	39.39'	29.07'	S66°07'51"W	28.42'
L13	S45°12'05"W	35.51'	C13	22°44'25"	50.00'	19.84'	N75°54'14"E	19.71'
L14	S89°57'22"W	24.79'	C14	25°54'58"	80.00'	36.19'	S77°29'31"W	35.88'
L15	S88°55'40"W	79.28'	C15	1°01'42"	1155.00'	20.73'	N89°26'31"E	20.73'
L16	N44°13'19"W	32.34'						
L17	N45°26'47"E	15.00'						
L18	S44°33'13"E	23.87'						
L19	N00°25'44"E	30.58'						

**CONVEYANCE PLAT
MSW PROSPER 380 ADDITION
BLOCK A, LOTS 1, 2 AND 3**

34.240 ACRES

SITUATED IN THE
COLLIN COUNTY SCHOOL LAND NO. 12 SURVEY,
ABSTRACT NO. 147,
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

SEPTEMBER, 2023
CASE #D21-0088 AND D21-0101

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034 FIRM # 10193822 Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JCC	KHA	09/03/2021	063222309	1 OF 2

OWNER:
Peach Tree Group of
Investment Inc.
1043 Elk Mound Drive
Frisco, Texas 75033
parmarws@gmail.com
Contact: Wilson Parmar

OWNER:
Encompass Health Texas
Real Estate, LLC
9001 Liberty Parkway
Real Estate - 4th Floor
Birmingham, AL 35242
kate.hawley@encompasshealth.com
Contact: Kate Hawley

ENGINEER:
Kimley-Horn and Associates, Inc.
100 W. Oak Street, Suite 203
Denton, TX 76201
P (940) 287-3620
Contact: Mack Matthe, P.E.

SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Parkway, Suite 210
Frisco, TX 75034
P (972) 335-3580
jdrysdaie@kha.com
Contact: Sylvia Gunawan, R.P.L.S.

CALLLED 4.143 ACRES
TEXAS HEALTH RESOURCES
INST. NO. 20181212001513610
O.P.R.C.C.T.

LOT 1, BLOCK A
U-HAUL 380 ADDITION, LOT 1,
BLOCK A
VOL. 2009, PG. 223
P.R.C.C.T.

TXHR ADDITION,
BLOCK A, LOT 1
VOL. 2017, PG. 88
P.R.C.C.T.

15' SEWER
EASEMENT
VOL. 2017, PG. 88
P.R.C.C.T.

15' FIRE LANE
EASEMENT
VOL. 2017, PG. 88
P.R.C.C.T.

15' WATER
EASEMENT
VOL. 2017, PG. 88
P.R.C.C.T.

15' DRAINAGE
EASEMENT
VOL. 2017, PG. 88
P.R.C.C.T.

15' FIRE LANE
ACCESS & UTILITY
EASEMENT
VOL. 2017, PG. 88
P.R.C.C.T.

15' DRAINAGE
EASEMENT
VOL. 2017, PG. 88
P.R.C.C.T.

15' DRAINAGE
EASEMENT
VOL. 2017, PG. 88
P.R.C.C.T.

15' DRAINAGE
EASEMENT
VOL. 2017, PG. 88
P.R.C.C.T.

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF COLLIN §

WHEREAS, MSW PROSPER 380 II LP, ENCOMPASS HEALTH TEXAS REAL ESTATE, LLC, AND PEACH TREE GROUP OF INVESTMENT INC, are the owners of tract of land situated in the Collin County School Land No. 12 Survey, Abstract No. 147, Town of Prosper, Collin County, Texas and being the remainder of a called 34.2419-acre tract of land described in a deed to MSW Prosper 380 II LP, recorded in Instrument No. 20190418000418860 of the Official Public Records of Collin County, Texas, a portion of a called 7.722 acre tract of land described in a deed to Encompass Health Texas Real Estate, LLC, as recorded in Instrument No. 20211005002042300 of the Official Public Records of Collin County, Texas, all of a called 4.126 acre tract of land described in a deed to Peach Tree Group of Investment Inc, as recorded in Instrument No. 20220329000498590 of the Official Public Records of Collin County, Texas, and corrected by Instrument No. 2022000101825 of the Official Public Records of Collin County, Texas, all of a called 0.993 acre tract of land described in a deed to Peach Tree Group of Investment Inc, as recorded in Instrument No. 2022000072416 of the Official Public Records of Collin County, Texas, and all of a called 0.801 acre tract of land described in a deed to Peach Tree Group of Investment Inc, as recorded in Instrument No. 20190206000128160 and corrected in Instrument No. 20190207000131970, both of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with a red plastic cap, stamped "KHA", found for the northeast corner of said 34.2419-acre tract, same being the southeast corner of a called 60.914-acre tract of land described in a Special Warranty Deed with Vendor's Lien to SC TW-380, LLC, recorded in Instrument No. 20190724000876240 of the Official Public Records of Collin County, Texas, the northwest corner of Block A, Lot 1 of Children's Prosper, Block A, Lots 1, 2R, 3 & 4, according to the plat thereof recorded in Volume 2021, Page 728 of the Plat Records of Collin County, Texas, and the southwest corner of a called 23.9975-acre tract of land described in a deed to EGL Prosper LP, recorded in Instrument No. 20190206000128160 and corrected in Instrument No. 20190207000131970, both of the Official Public Records of Collin County, Texas;

THENCE South 00°23'52" West, along the easterly line of said 34.2419-acre tract, the westerly line of said Block A, Lot 1, a distance of 325.51 feet to a 1-inch iron pipe found for the southwest corner of said Block A, Lot 1, common to the northwest corner of Y-C Nurseries Addition, Lot 1, Block A, according to the plat thereof recorded in Volume 2021, Page 171 of the Plat Records of Collin County, Texas;

THENCE South 00°09'57" West, continuing along the easterly line of said 34.2419-acre tract and along the westerly line of said Y-C Nurseries Addition, a distance of 734.12 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the westerly, southwest corner of said Y-C Nurseries Addition, same being the northwest corner of Lot 1, Block A of U-Haul 380 Addition, an addition to the Town of Prosper as recorded in Volume 2009, Page 223 of the Plat Records of Collin County, Texas;

THENCE South 00°11'33" West, continuing along the easterly line of said 34.2419-acre tract and along the westerly line of said Lot 1, Block A, a distance of 250.15 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the southeast corner of said 34.2419-acre tract, same being the northeast corner of a called 4.143-acre tract of land described in a deed to Texas Health Resources, recorded in Instrument No. 20181212001513610 of the Official Public Records of Collin County, Texas;

THENCE South 89°55'55" West, along the southerly line of said 34.2419-acre tract, the southerly line of said 7.722-acre tract, the northerly line of said 4.143-acre tract, and the northerly line of TXHR Addition, an addition to the Town of Prosper as recorded in Volume 2017, Page 88 of the Plat Records of Collin County, Texas, a distance of 1054.45 feet to a 1/2-inch iron rod with a red plastic cap, stamped "WAI" found for the southerly, southwest corner of said 7.722-acre tract and northwest corner of said TXHR Addition, same being on the easterly right of way line of Mahard Parkway, a variable width right of way, as recorded in Volume 2017, Page 95 of the Plat Records of Collin County, Texas;

THENCE North 00°25'44" East, along the westerly line of said 7.722-acre tract and the easterly right of way line of said Mahard Parkway, a distance of 30.58 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for an ell corner of said 7.722-acre tract, common to the northeast corner of said Mahard Parkway;

THENCE North 89°34'24" West, along the southerly line of said 7.722-acre tract and along the northerly terminus of said Mahard Parkway, a distance of 89.10 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the westerly, southwest corner of said 7.722-acre tract and the northwest corner of said Mahard Parkway, same being on the easterly line of a right of way dedication for Mahard Parkway as recorded in Volume 2015, Page 674 of the Plat Records of Collin County, Texas;

THENCE North 00°26'47" East, along the westerly line of said 7.722-acre tract, the westerly line of said 34.2419-acre tract, the easterly line of said Mahard Parkway right of way dedication, and the easterly right of way line of Mahard Parkway, a variable width right of way, as recorded in Volume 2019, Page 773 and Volume 2021, Page 613 of the Plat Records of Collin County, Texas, a distance of 1278.96 feet to a 1/2-inch iron rod with a yellow plastic cap, stamped "BOHLER", found for the northwest corner of said 34.2419-acre tract, same being the southwest corner of aforesaid 60.914-acre tract;

THENCE North 89°57'25" East, departing the easterly line of said Mahard Parkway right of way dedication, along the south line of said 60.914-acre tract and the north line of said 34.2419-acre tract, a distance of 1138.59 feet to the POINT OF BEGINNING and containing 34.240 acres (1,491,477 square feet) of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT MSW PROSPER 380 II LP, ENCOMPASS HEALTH TEXAS REAL ESTATE, LLC, AND PEACH TREE GROUP OF INVESTMENT INC, acting herein by and through their duly authorized officers, do hereby certify and adopt this Revised Conveyance plat designating the herein above described property as MSW PROSPER 380 ADDITION, BLOCK A, LOTS 1, 2 AND 3, an addition to the Town of Prosper, and do hereby dedicate to the public use forever, the streets and alleys shown thereon. WHEREAS, MSW PROSPER 380 II LP, ENCOMPASS HEALTH TEXAS REAL ESTATE, LLC, AND PEACH TREE GROUP OF INVESTMENT INC do herein certify the following:

- 1. The streets and alleys are dedicated for street and alley purposes.
- 2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
- 3. The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated on this plat.
- 4. 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 landscape improvements may be placed in landscape easements if approved by the Town of Prosper.
- 5. 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 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 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 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.

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

WITNESS, my hand, this the _____ day of _____, 2023.

BY: MSW PROSPER 380 II LP, a Texas limited partnership

By: MSW Prosper 380 GP, LLC, a Texas limited liability company, its General Partner

By: Matthews Holdings Southwest, Inc. a Texas corporation its Sole Member and Manager

By: Kristian Teleki, Senior Vice President

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Kristian Teleki, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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 the _____ day of _____, 2023.

Notary Public, State of Texas

WITNESS, my hand, this the _____ day of _____, 2023.

BY: ENCOMPASS HEALTH TEXAS REAL ESTATE, LLC

By: Sarina Ruggiero, Authorized Representative

STATE OF ALABAMA §

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for The State of Alabama, on this day personally appeared Sarina Ruggiero, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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 the _____ day of _____, 2023.

Notary Public, State of Alabama

WITNESS, my hand, this the _____ day of _____, 2023.

BY: PEACH TREE GROUP OF INVESTMENT INC., a Texas corporation

By: Wilson Parmar, Owner

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Wilson Parmar, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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 the _____ day of _____, 2023.

Notary Public, State of Texas

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 good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstructions, 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.

SURVEYOR'S CERTIFICATE

Know All Men By These Presents:

That I, Sylviana Gunawan, 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 _____, 2023.

Sylviana Gunawan Registered Professional Land Surveyor No. 6461 Kimley-Horn and Associates, Inc. 6160 Warren Pkwy., Suite 210 Frisco, Texas 75034 Phone 972-335-3580 Fax 972-335-3779

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

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Sylviana Gunawan, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that 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 the _____ day of _____, 2023.

Notary Public, State of Texas

CERTIFICATE OF APPROVAL

Approved this _____ day of _____, 2023 by the Planning & Zoning Commission of the Town of Prosper, Texas.

- _____ Town Secretary
- _____ Engineering Department
- _____ Development Services Department

CONVEYANCE PLAT MSW PROSPER 380 ADDITION BLOCK A, LOTS 1, 2 AND 3

34.240 ACRES

SITUATED IN THE COLLIN COUNTY SCHOOL LAND NO. 12 SURVEY, ABSTRACT NO. 147, TOWN OF PROSPER, COLLIN COUNTY, TEXAS

SEPTEMBER, 2023 CASE #D21-0088 AND D21-0101

Kimley»Horn

6160 Warren Parkway, Suite 210 Frisco, Texas 75034 FIRM # 10193822 Tel. No. (972) 335-3580 Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JCC	KHA	09/03/2021	063222309	2 OF 2

ENGINEER: Kimley-Horn and Associates, Inc. 100 W. Oak Street, Suite 203 Denton, TX 76201 P (940) 297-3620 Contact: Mack Matkke, P.E.

SURVEYOR: Kimley-Horn and Associates, Inc. 6160 Warren Parkway, Suite 210 Frisco, TX 75034 P (972) 335-3580 F (972) 335-3779 Contact: Sylviana Gunawan, R.P.L.S.

OWNER: Peach Tree Group of Investment Inc. 1043 Elk Mound Drive Frisco, Texas 75033 parmarws@gmail.com Contact: Wilson Parmar

OWNER: Encompass Health Texas Real Estate, LLC 9001 Liberty Parkway Real Estate - 4th Floor Birmingham, AL 35242 kate.hawley@encompasshealth.com Contact: Kate Hawley

OWNER: MSW Prosper 380 II LP 320 W. Main St., Suite 100 Lewisville, TX 75057 jdrysdaie@fithpartners.com Contact: Joe Drysdale



PLANNING

To: Planning & Zoning Commission **Item No. 4c**
From: Doug Braches, Planner
Through: David Hoover, Director of Development Services
Cc: Suzanne Porter, Planning Manager
Re: Planning & Zoning Commission Meeting – October 17, 2023

Agenda Item:

Consider and act upon a Final Plat of Teel 380 Addition, Block A, Lot 1A on 1.6± acres, located on the northwest corner of Teel Parkway and University Drive. The property is zoned Planned Development-40 (PD-40) Windsong Ranch. (DEVAPP-23-0146)

Description of Agenda Item:

The purpose of the Final Plat is to build a commercial building with Restaurant uses. The Final Plat conforms to the Planned Development-40 (PD-40) Windsong Ranch Development Standards.

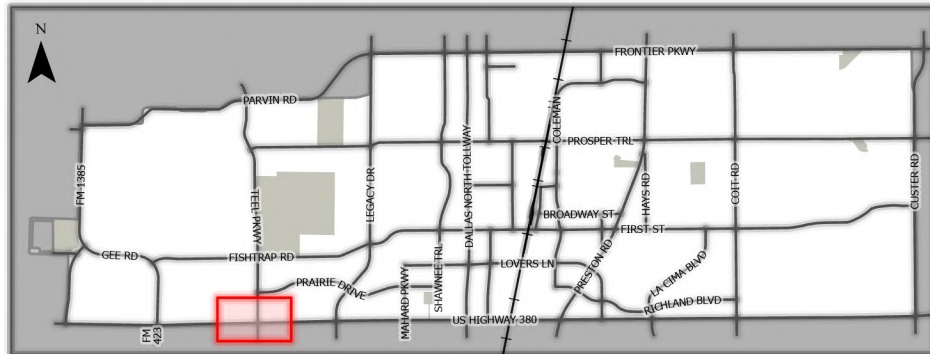
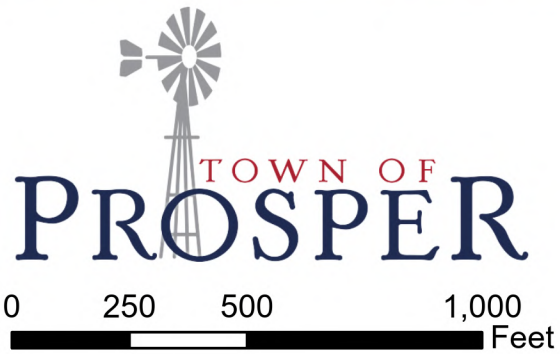
As a companion item, the Site Plan (DEVAPP-23-0148) is also on the Planning & Zoning Commission agenda for October 17, 2023.

Attached Documents:

1. Location Map
2. Final Plat

Town Staff Recommendation:

Town Staff recommends approval of the Final Plat, subject to approval of all additions and/or alterations to the easements and dedications on the Final Plat.

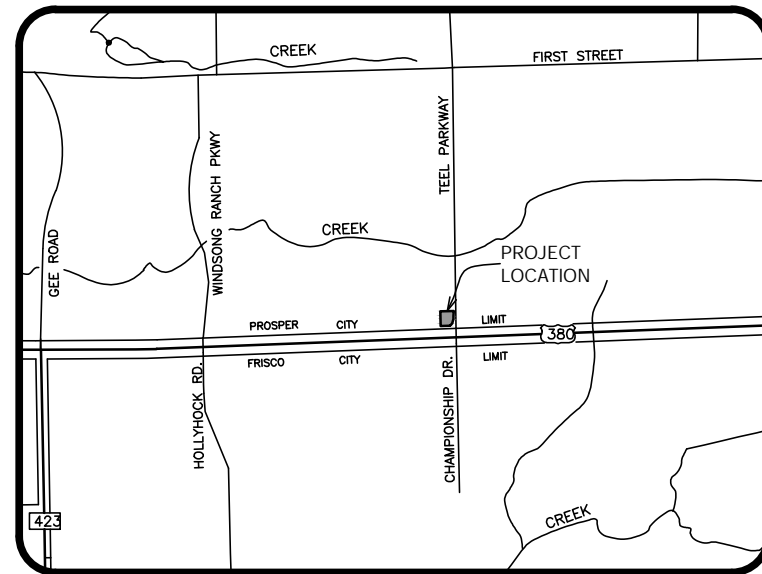
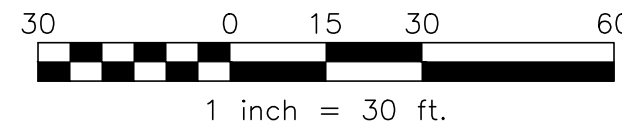
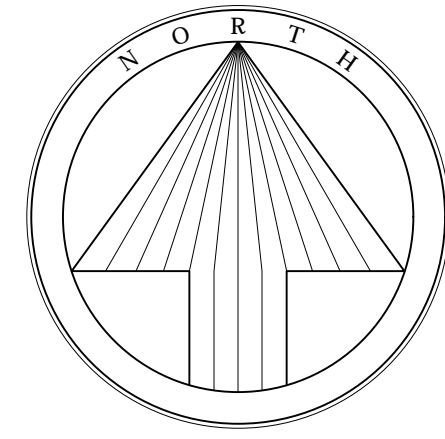


DEVAPP-23-0146

Chili's

Final Plat

This map for illustration purposes only



LOCATION MAP
NOT TO SCALE

LEGEND	
(Not all items may be applicable)	
o	1/2" IRON ROD WITH PLASTIC CAP STAMPED "SPIARSEN" SET, UNLESS OTHERWISE NOTED
IRF	IRON ROD FOUND
CRF	CAPPED IRON ROD FOUND
IRP	IRON PIPE FOUND
AMF	ALUMINUM MONUMENT FOUND
CM	CONTROL MONUMENT
Esmt.	EASEMENT
Util.	UTILITY
DE	DRAINAGE EASEMENT
DUE	DRAINAGE AND UTILITY EASEMENT
UE	UTILITY EASEMENT
WE	WATER EASEMENT
SSC	SANITARY SEWER EASEMENT
SE	SIDEWALK EASEMENT
STE	STREET EASEMENT
FAUE	FIRELANE, ACCESS, & UTILITY EASEMENT
WME	WALL MAINTENANCE EASEMENT
HBE	HIKE & BIKE TRAIL EASEMENT
VAM	VISIBILITY, ACCESS & MAINTENANCE EASEMENT
(BTP)	BY THIS PLAT
R.O.W.	RIGHT-OF-WAY
Min. FF	MINIMUM FINISH FLOOR ELEVATION
BL	BUILDING LINE
◆	STREET NAME CHANGE
▲	BLOCK DESIGNATION
▶	STREET FRONTAGE
Cob.	CABINET
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM	FLOOD INSURANCE RATE MAP
Ord. No.	ORDINANCE NUMBER
Inst./Doc.	INSTRUMENT OR DOCUMENT
ORDCT	DEED RECORDS, DENTON COUNTY, TEXAS
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS
OPRDC	OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS

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.

FIRELANE 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, 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.

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.

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS **TEEL 380 LP** is the owner of a tract of land situated in the C.L. Smith Survey, Abstract No. 1681, Town of Prosper, Denton County, Texas, and being part of a called 22.659 acre tract of land described in a Special Warranty Deed (with vendor's lien) to Teel 380 LP, recorded in Document No. 2021-153671 of the Official Records of Denton County, Texas (ORDCT), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set for corner at the intersection of the west right-of-way line of Teel Parkway (a variable width right-of-way) and the north right-of-way line of U.S. Highway 380 (a variable width right-of-way), and being at the southwest corner of a called 0.058 acre tract of land described in a judgment of the State of Texas, recorded in Document No. 2022-170167 ORDCT, from which a 5/8" capped iron rod found stamped "RPLS 6585" at the southeast corner of said 22.659 acre tract and the southeast corner of said 0.058 acre tract, bears N 88°57'03" E, 33.48 feet;

THENCE S 88°35'16" W, 187.20 feet along the north right-of-way line of said U.S. Highway 380, to a 1/2" iron rod with yellow capped stamped "SPIARSEN" set for corner, from which a 5/8" iron rod found at the southwest corner of said 22.659 acre tract, bears S 88°35'16" W, 1,104.10 feet;

THENCE over and across said 22.659 acre tract, leaving the west right-of-way line of said U.S. Highway 380, the following courses and distances as follows:

- N 01°24'44" W, 290.10 feet to a 1/2" iron rod with capped stamped "SPIARSEN" set for corner;
- N 88°36'31" E, 269.19 feet to a 1/2" iron rod with capped stamped "SPIARSEN" set on the west right-of-way line of said Teel Parkway;
- THENCE along the west right-of-way line of said Teel Parkway, the following courses and distances as follows:
 - S 03°47'07" W, 90.15 feet to a 5/8" capped iron rod found stamped "RPLS 6585" for corner;
 - S 00°01'44" E, 68.28 feet to a 1/2" iron rod with capped stamped "SPIARSEN" set for corner;
 - S 15°19'03" W, 91.49 feet to a 1/2" iron rod with capped stamped "SPIARSEN" set for corner;
 - S 44°32'48" W, 63.78 feet to the POINT OF BEGINNING AND CONTAINING 1.664 acres or 72,466 square feet of land.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That We, **TEEL 380 LP**, do hereby adopt this plat designating the hereinabove described property as **TEEL 380 ADDITION, LOT 1A, BLOCK A**, an Addition to the Town of Prosper, and do hereby dedicate to the public use forever the streets and alleys shown thereon. **TEEL 380 LP**, does herein 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.

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

Witness our hands at _____ County, Texas, this _____ day of _____, 2023.

TEEL 380 LP
By: _____
Shiva Kondru, Manager

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 Shiva Kondru, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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 the _____ day of _____, 2023.

Notary Public, State of Texas

FINAL PLAT

TEEL 380 ADDITION
LOT 1A, BLOCK A
FROM THE CONVEYANCE PLAT OF
TEEL 380 ADDITION, LOTS 1-8, BLOCK A
RECORDED IN DOC. NO. _____
OFFICIAL RECORDS, DENTON COUNTY, TEXAS
SITUATED IN THE C.L. SMITH SURVEY, ABSTRACT NO. 1681
IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS
1.664 Acres
Current Zoning: PD-40
Town Case No. DEVAPP-23-0146

NOTES:

- This plat was prepared without the benefit of a commitment for title insurance. No research was performed for any easements other than that shown on the record plat of this property. Therefore, easements, agreements, and other documents may exist that affect the subject property that are not shown on this replat.
- Basis of bearing: Texas State Plane Coordinate System, North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
- Selling a portion of this addition by metes and bounds is a violation of City ordinance and state law and is subject to fines and withholding of utilities and building permits.
- No floodplain exists on the site.

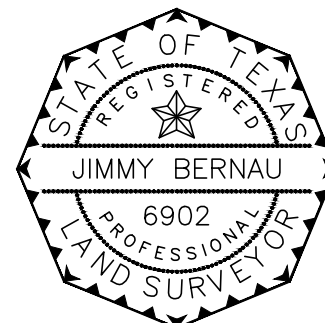
SURVEYOR'S CERTIFICATE

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 _____, 2023.

PRELIMINARY, THIS DOCUMENT
SHALL NOT BE RECORDED
FOR ANY PURPOSE

JIMMY BERNAU, R.P.L.S. TEXAS NO. 6902



jimmy.bernau@spiarsengineering.com

STATE OF TEXAS §
COUNTY OF COLLIN §

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 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 the _____ day of _____, 2023.

Notary Public, State of Texas

TOWN APPROVAL

APPROVED THIS _____ DAY OF _____, 2023,
by the Planning and Zoning Commission of the Town of Prosper, Texas.

Town Secretary _____

Engineering Department _____

Development Services Department _____

OWNER / APPLICANT
TEEL 380 LP
8668 John Hickman Parkway
Suite 907
Frisco, Texas 75034
Telephone (248) 345-3818
Contact: Shiva Kondru

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: David Bond

To: Planning & Zoning Commission

From: Doug Braches, Planner

Through: David Hoover, Director of Development Services

Cc: Suzanne Porter, Planning Manager

Re: Planning & Zoning Commission Meeting – October 17, 2023

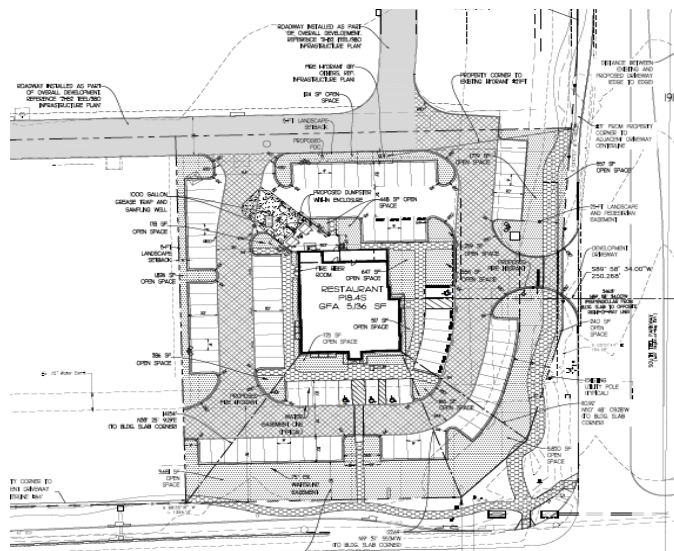
Item No. 4d

Agenda Item:

Consider and act upon a Site Plan for a Restaurant, on 1.6± acres, located on the northwest corner of Teel Parkway and University Drive. The property is zoned Planned Development-40 (PD-40) Windsong Ranch. (DEVAPP-23-0148)

Description of Agenda Item:

The Site Plan shows a 5,136 square foot building with Restaurant use as shown below:



Access is provided from Teel Parkway. Cross access is provided throughout the adjacent commercial development, which provides a connection to US 380, by way of Fire lane, Access,

Utility and Drainage Easements. The Site Plan (DEVAPP-23-0148) conforms to the Planned Development-40 (PD-40) Windsong Ranch Development Standards.

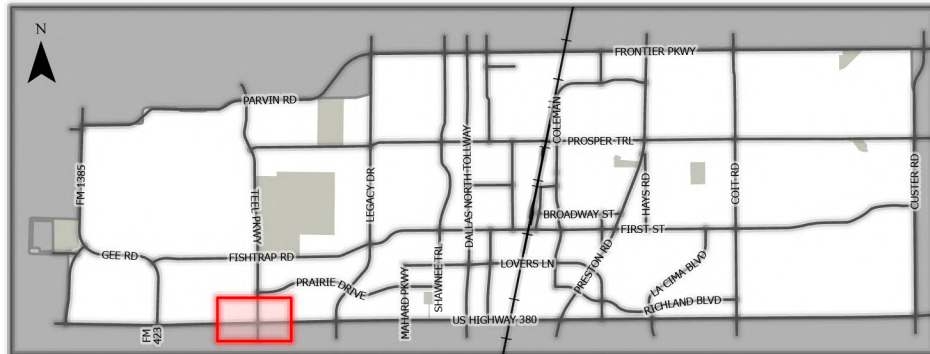
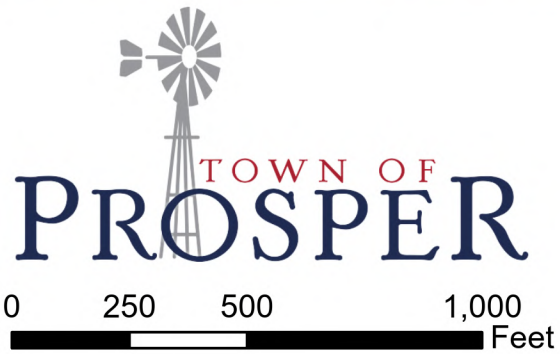
As a companion item, the Final Plat (DEVAPP-23-0146) is also on the Planning & Zoning Commission agenda for October 17, 2023.

Attached Documents:

1. Location Map
2. Site Plan

Town Staff Recommendation:

Town Staff recommends approval of the Site Plan, subject to approval of civil engineering plans.

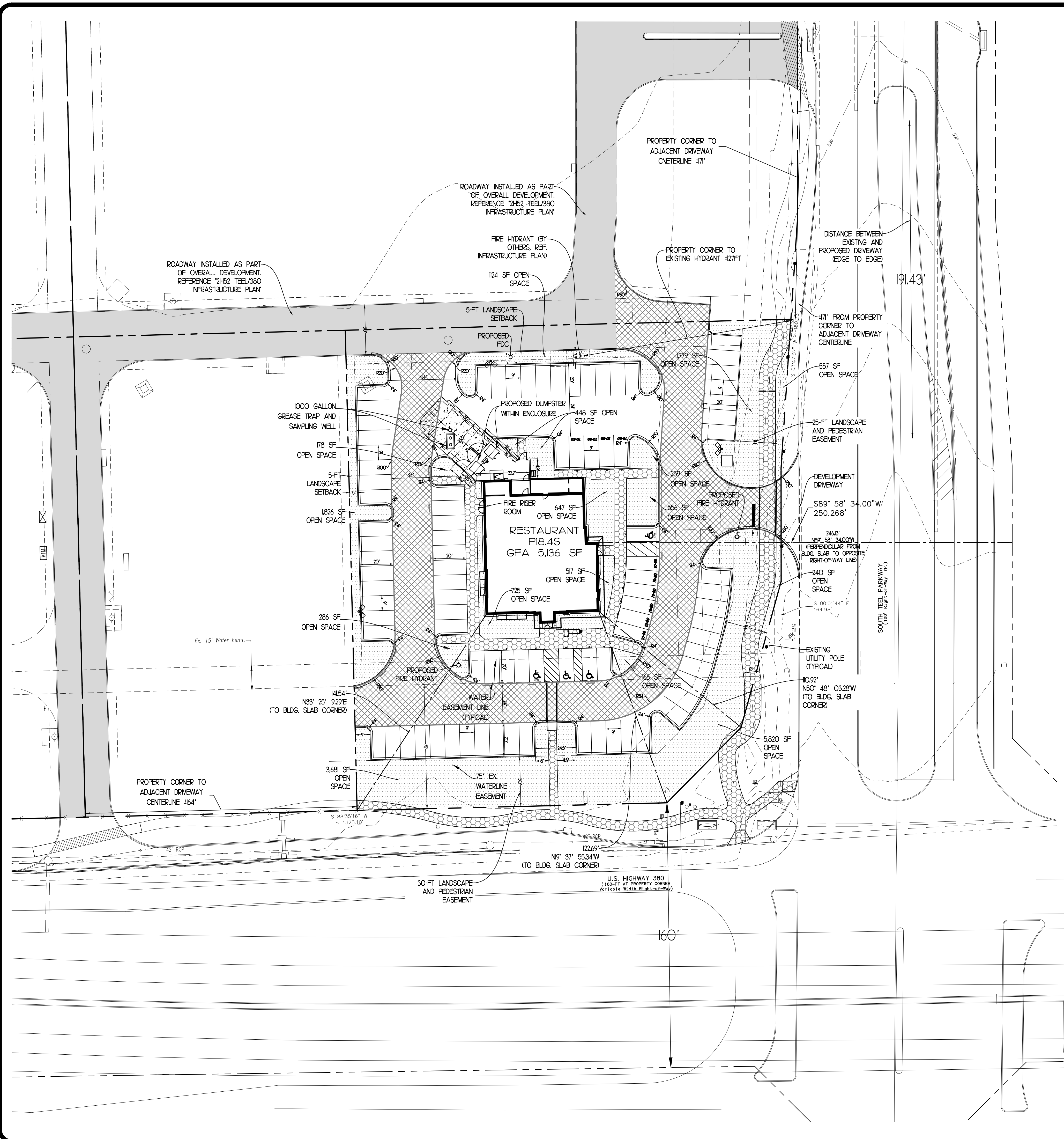


DEVAPP-23-0148

Chili's

Site Plan

This map for illustration purposes only



LEGEND

PROPOSED	DESCRIPTION
	TREE/ LANDSCAPING
	LIGHT POLE
	EXISTING UTILITY POLE TO REMAIN
	FULL DEPTH SAWCUT
	LIMITS OF DISTURBANCE
	LIMITS OF DISTURBANCE
	OPEN SPACE
	CONCRETE PAVING/SIDEWALK
	STRIPING
	PAVEMENT BY OTHERS
	FIRE LANE AREA

SITE DATA

TOTAL SITE AREA 1.664 ACRES OR 72,484 SF
 TOTAL SEATING 208 SEATS
 BUILDING AREA 5,136 SF
 BUILDING HEIGHT 2 FT
 BUILDING DENSITY/ FAR 0.071
 ZONING PD-40 PLANNED DEVELOPMENT
 PROPOSED USE FULL SERVICE RESTAURANT
 DOC NO. 20200824000592
 SETBACK LINES FRONT: 25 FROM ROW CL, SIDE: 25 FROM ROW CL, REAR: NONE
 OPEN SPACE 0.43 ACRES (25.9% OF SITE) OR 19,809 SF

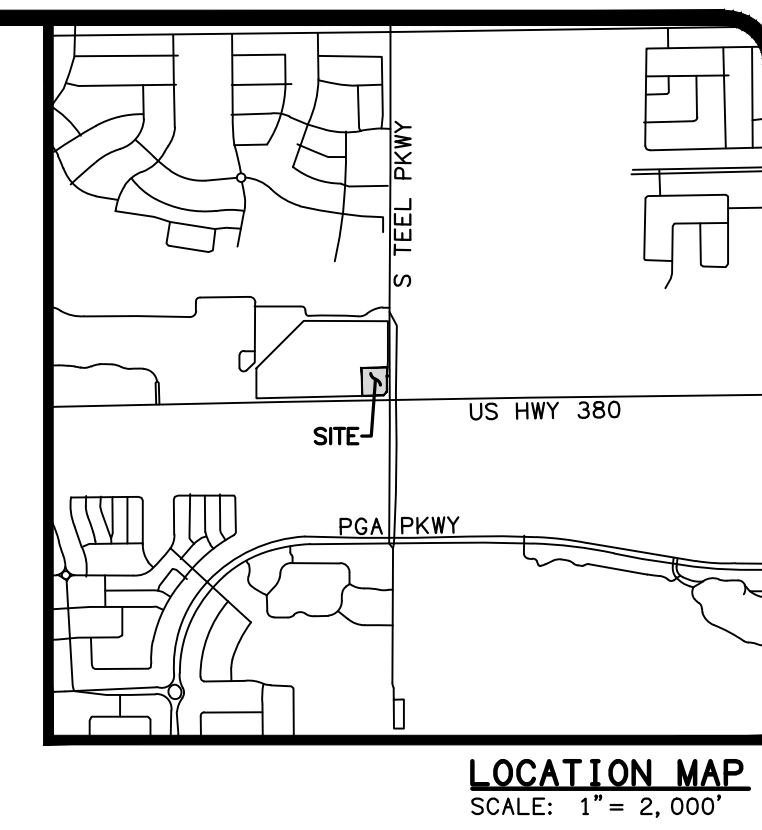
FLOOD INFORMATION

FLOOD ZONE "X" (MINIMAL FLOOD HAZARD) PER FEMA MAP 481200430G EFFECTIVE DATE 04/18/2011

PARKING TABLE

TOTAL PARKING REQUIRED	69 SPACES
536 SF	
HC PARKING REQUIRED	4 SPACES
TOTAL PARKING PROVIDED	90 SPACES
HC PARKING PROVIDED	4 SPACES
• 1 SPACE FOR EVERY 75 SF OF FLOOR AREA	

NOTE: STORMWATER MANAGEMENT AND DETENTION FOR THE DEVELOPMENT IS BEING PROVIDED BY THE OVERALL DEVELOPMENT.



INTERIOR PARKING LANDSCAPING (CHAPTER 4, SECTION 26, C. 2)

REQUIRED: FIFTEEN SQUARE FEET OF LANDSCAPING FOR EACH PARKING SPACE, EXCLUSIVE OF THE REQUIRED PERIMETER LANDSCAPE REQUIREMENTS, ALSO.
 90 PARKING SPACES X 15 SF = 1,350 SF OF INTERIOR LANDSCAPING
 PROVIDED: 3,372 SF OF INTERIOR LANDSCAPING

- ### CITY NOTES:
- ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
 - LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
 - ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
 - HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
 - ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE PLANNING & ZONING COMMISSION AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE PLANNING & ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.
 - OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION POND.

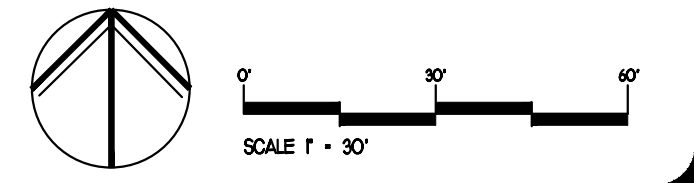
OPEN SPACE TITLE BLOCK INFO

SUBDIVISION NAME	US 390 & TEEL PARKWAY
BLOCK & LOT NUMBER	BLOCK A SMITH TRACT 2A 7.2725
ABSTRACT	C. SMITH SURVEY ABSTRACT NO. 1681
TOWN OF PROSPER PROJECT NUMBER	DEVAPP-23-048
PREPARATION DATE	8/14/2023

PROPERTY ACREAGE SUMMARY (IN ACRES)

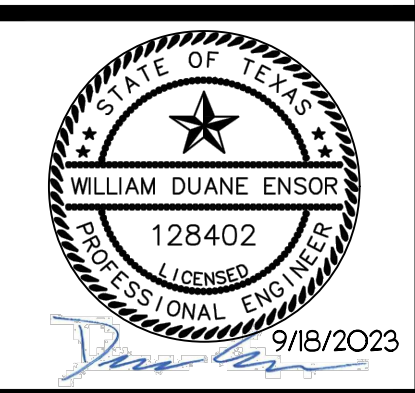
	ACRES	SF
TOTAL PARCEL AREA	1.664	74,484
ON-SITE DISTURBED AREA	1.499	65,296
OFF-SITE DISTURBED AREA	0.165	7,187
TOTAL DISTURBED AREA (CALC. DEVELOPMENT ONLY)	1.769	77,058
IMPERVIOUS AREA (PRE-CONSTRUCTION) ON SITE ONLY	0.058	2,526
IMPERVIOUS AREA (POST-CONSTRUCTION) ON SITE ONLY	1.232	53,675

TOWN OF PROSPER SITE PLAN



REVISIONS	BY

FREELAND and KAUFFMAN, INC.
 Engineers * Landscape Architects
 209 West Stone Avenue
 Greenville, South Carolina 29609
 864-233-5497
 fax 864-233-8916



**BAR & GRILL RESTAURANT
HIGHWAY 380 & TEEL PARKWAY
PROSPER, TX 75078**
 BRINKER TEXAS, INC.
 8000 OLYMPUS BLVD
 DALLAS, TX 75018 TEL: (972) 770-8878

DRAWN BAC
 CHECKED TBM
 DATE 09/18/2023
 SCALE

DRAWING
 1 OF 1



PLANNING

To: Planning & Zoning Commission **Item No. 4e**
From: Jerron Hicks, Planner
Through: David Hoover, Director of Development Services
Cc: Suzanne Porter, Planning Manager
Re: Planning & Zoning Commission Meeting – October 17, 2023

Agenda Item:

Consider and act upon a request for a Preliminary Plat for Park Place Phase 2, on 70.4± acres, located on the southeast corner of Prosper Road and Teel Parkway. The property is zoned Planned Development-123 (PD-123) Prosper Hills. (DEVAPP-23-0158)

Description of Agenda Item:

The purpose of the Preliminary Plat is to build a residential subdivision with 166 single-family lots and 2 open space lots. Per PD-123, the maximum number of single-family lots shall not exceed 170.

Lot Regulations:

The plat conforms to the Planned Development-123 (PD-123) development standards as shown below:

A. Size of Yards:

1. **Minimum Front Yard** – 25 feet.
2. **Minimum Side Yard** – 8 feet; 15 feet on corner adjacent to side street.
3. **Minimum Rear Yard** – 25 feet.

B. Size of Lots:

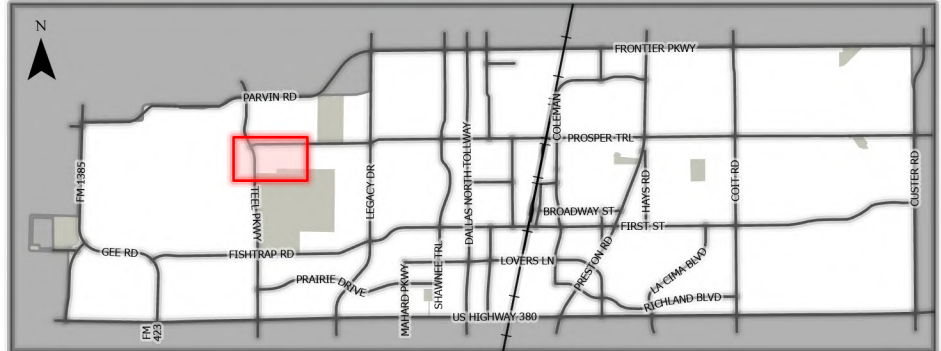
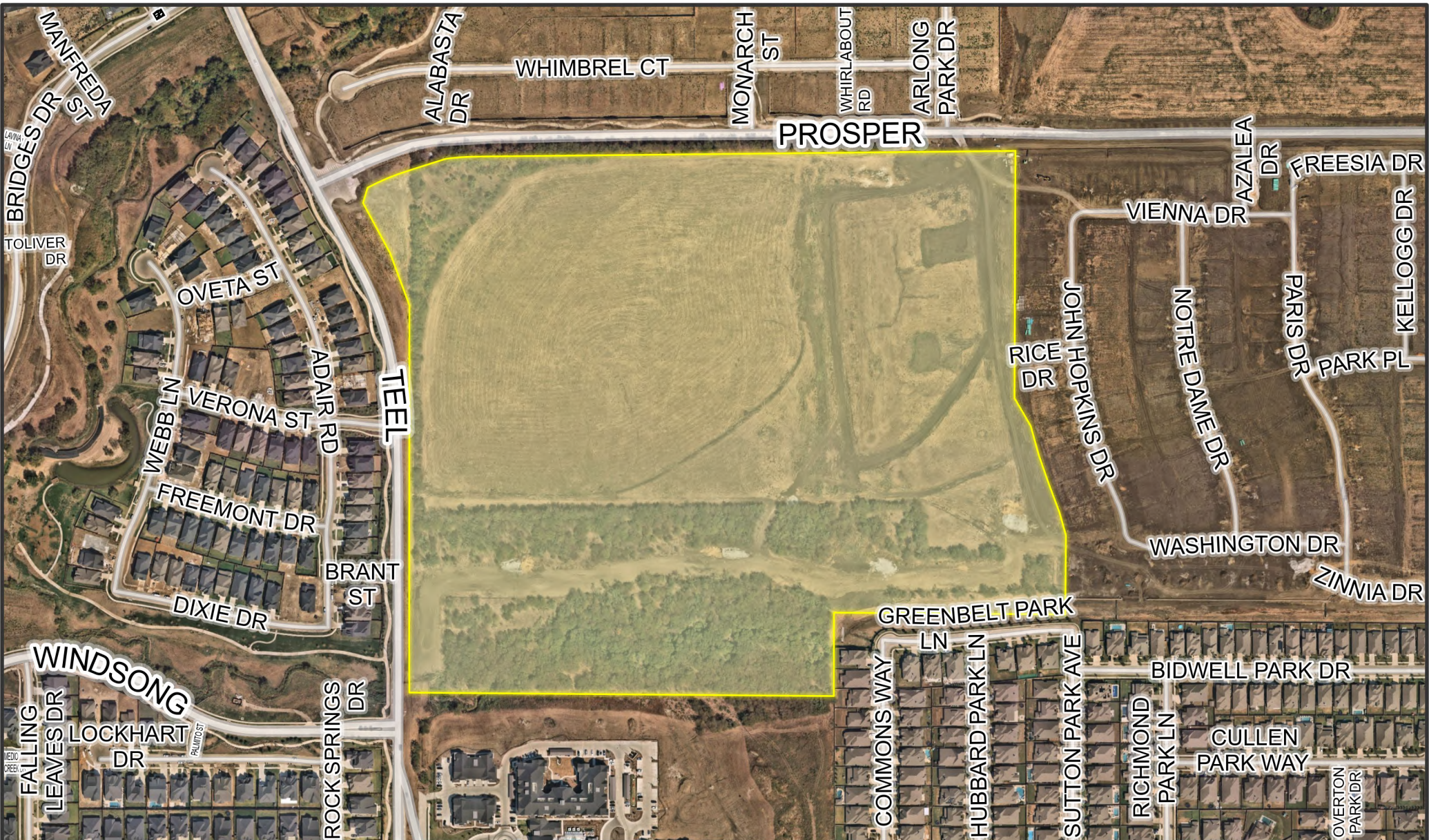
1. **Minimum Lot Area** – 10,000 square feet.
2. **Minimum Lot Width** – 80 feet as measured along the front setback, except for lots located on a cul-de-sac, curve or eyebrow which may have a minimum width of 65' at the front setback provided all other requirements of this section are met.
3. **Minimum Lot Depth** – 125 feet, except that up to 20% of the lots may have a minimum depth of 115 feet.

Attached Documents:

1. Location Map
2. Preliminary Plat

Town Staff Recommendation:

Town Staff recommends approval of the Preliminary Plat, subject to approval of all additions and/or alterations to the easements and dedications.

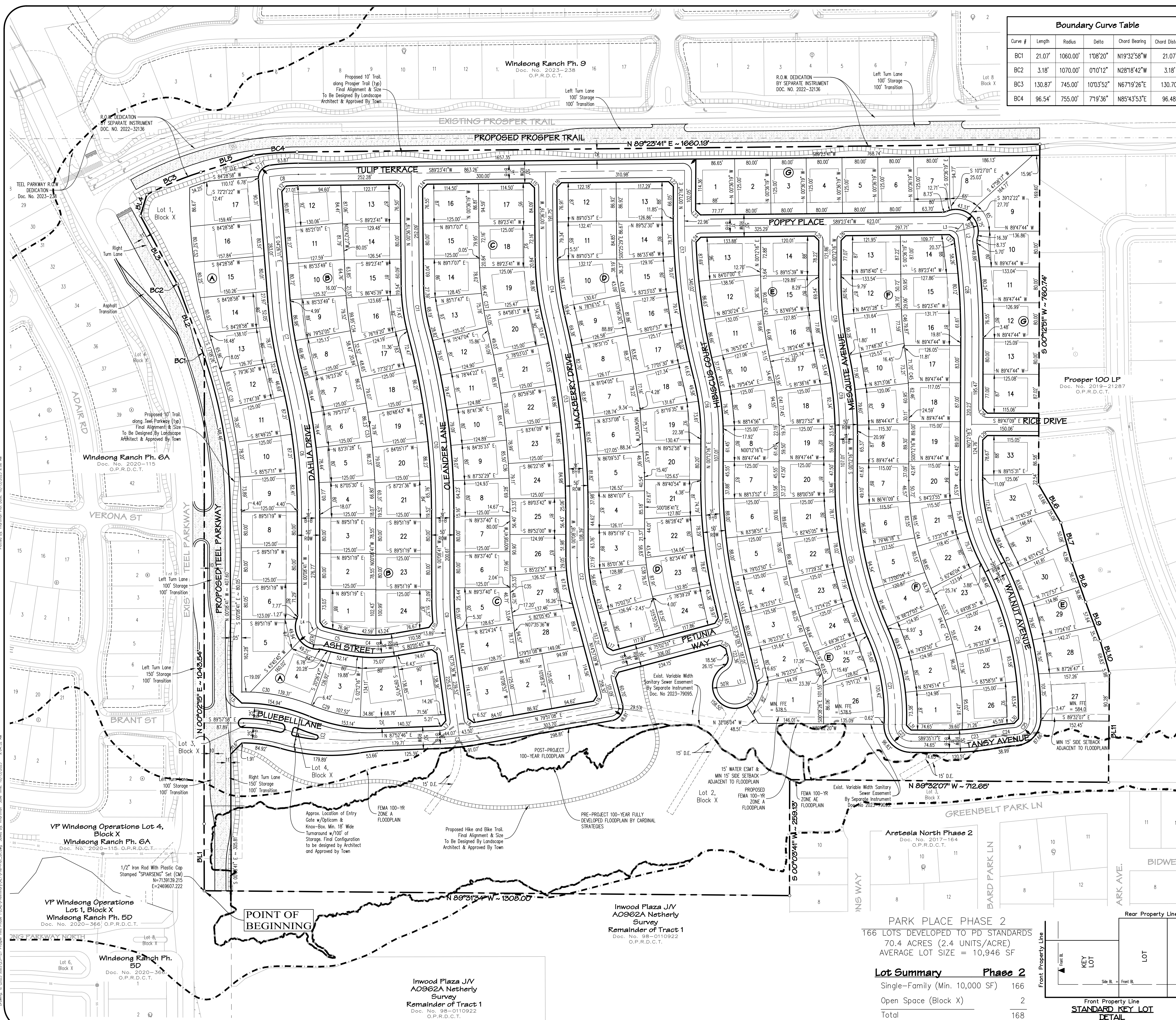


DEVAPP-23-0158

Park Place Phase 2

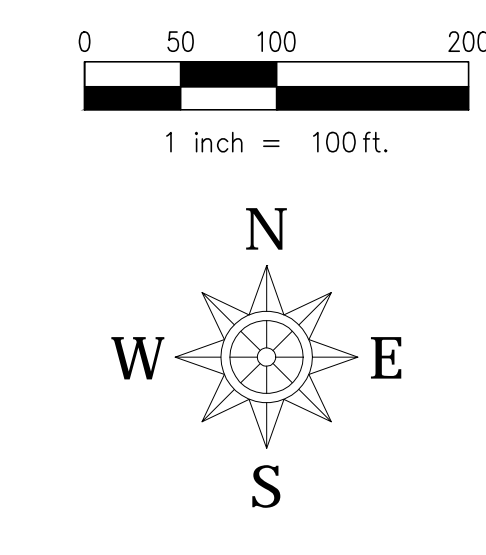
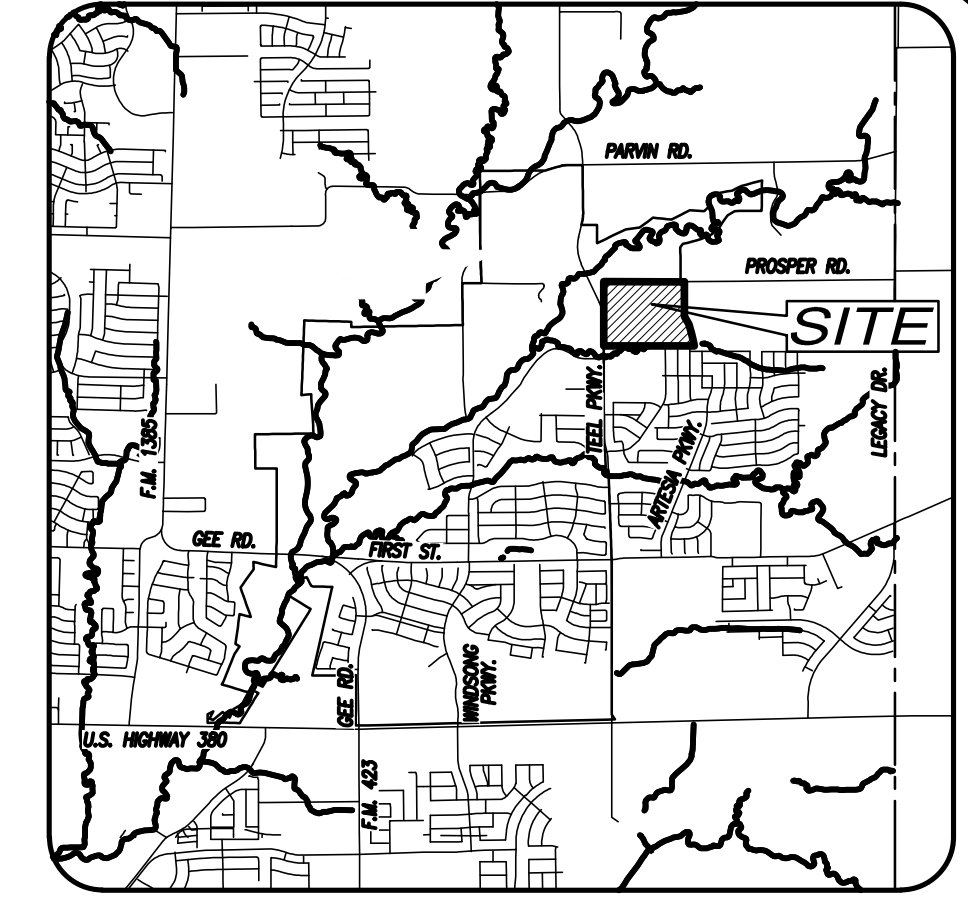
Preliminary Plat

This map for illustration purposes only

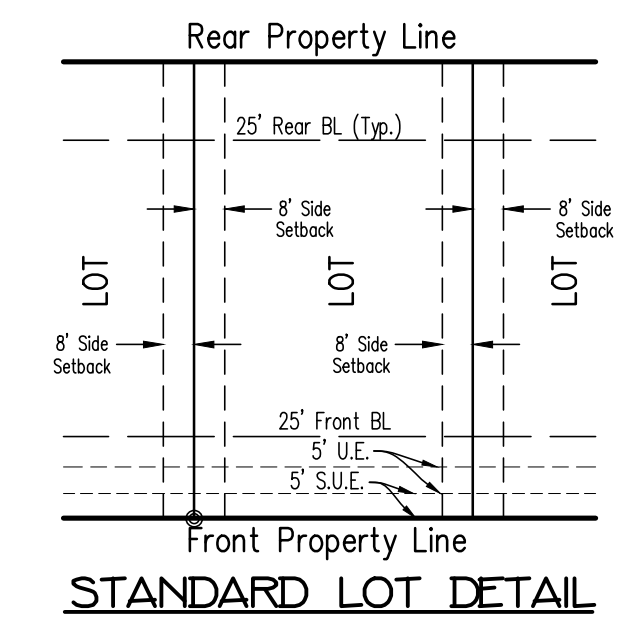


Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
BC1	21.07'	1060.00'	1'08"20"	N19'32'58"W	21.07'
BC2	3.18'	1070.00'	0'10"12"	N28'18'42"W	3.18'
BC3	130.87'	745.00'	10'03'52"	N67'19'26"E	130.70'
BC4	96.54'	755.00'	7'19'36"	N85'43'53"E	96.48'

Line #	Bearing	Distance
BL1	N00°08'28"W	149.49'
BL2	N20°22'59"W	150.91'
BL3	N28°23'48"W	171.85'
BL4	N16°38'50"E	49.46'
BL5	N72°21'22"E	124.69'
BL6	S30°13'16"E	98.75'
BL7	S15°33'42"E	92.94'
BL8	S19°11'25"E	92.93'
BL9	S20°32'59"E	93.06'
BL10	S15°52'52"E	74.81'
BL11	S00°27'53"W	243.63'



Symbol	Description
(Not All Items May Be Applicable)	
1/2" IRON ROD WITH PLASTIC CAP STAMPED "SPIARSEN" SET (M)	IRON ROD FOUND
NOTE: IF UNABLE TO SET ACTUAL LOT CORNER, A 5 FOOT OFFSET IRON ROD MAY BE SET WITH A PINK PLASTIC CAP STAMPED "SPIARSEN-5' O/S PL"	
IRON ROD FOUND	
⊕	CAPPED IRON ROD FOUND
AM	ALUMINUM MONUMENT FOUND
CM	CONTROL MONUMENT
ESMT	EASEMENT
U/E	UTILITY
DE	DRAINAGE EASEMENT
DU/E	DRAINAGE AND UTILITY EASEMENT
UE	DRAINAGE EASEMENT
WE	WATER EASEMENT
SS/E	SANITARY SEWER EASEMENT
SE	SEWALK EASEMENT
ST/E	STREET EASEMENT
FAUE	FIRELANE, ACCESS, & UTILITY EASEMENT
WME	WALL MAINTENANCE EASEMENT
H/E	HIKE & BIKE TRAIL EASEMENT
WAM	WALKWAY, ACCESS & MAINTENANCE EASEMENT
(BTP)	BY THIS PLAT
(R/O/W)	RIGHT-OF-WAY
Min. FF	MINIMUM FINISH FLOOR ELEVATION
BL	BUILDING LINE
◆	STREET NAME CHANGE
◆	BLOCK DESIGNATION
▲	LOT FRONTAGE
CAB	CABINET
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM	FLOOD INSURANCE RATE MAP
Ord. No.	ORDINANCE NUMBER
Inst. Doc.	INSTRUMENT OR DOCUMENT
PROCT	DEED RECORDS, DENTON COUNTY, TEXAS
PROCT	PLAT RECORDS, DENTON COUNTY, TEXAS
OPROCT	OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS

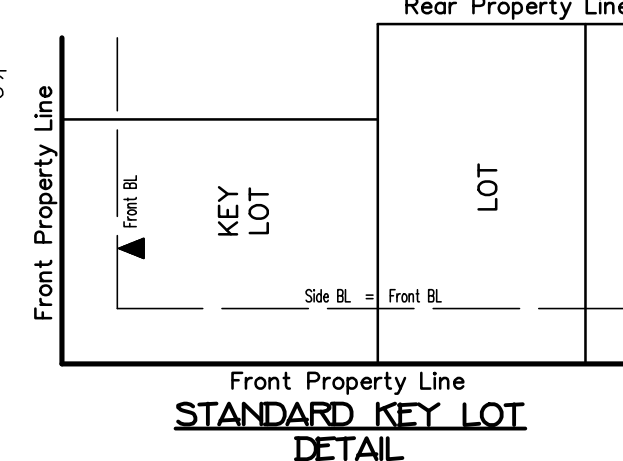


- NOTES**
- Selling a portion of this addition by metes and bounds is a violation of Town ordinance and state law and is subject to fines and withholding of utilities and building permits.
 - All corners are 1/2 inch iron rods with red plastic caps stamped "SPIARSEN RPLS 5252" unless otherwise noted.
 - All development will comply with Town of Prosper development Requirements.
 - All open space areas, Lots 1-2, Block X, to be owned and maintained by the H.O.A.
 - Lots 1-2, Block X to be used for sidewalks, trails, and landscaping. Easements for these uses are granted by this plat.
 - No transformers or utility pedestals shall be allowed in the sidewalk and utility easement or landscape easements.
 - This plat is subject to the additional residential zoning standards outlined in ordinance 15.55
 - All landscape easements must be exclusive of any other type of easement, with the exception of perpendicular crossings, unless otherwise approved by Town Council.
 - Flood plain reclamation subject to engineering approval of flood study, wetland delineation study, habitat study, and vegetative study at time of Final Plat submittal.
 - Key Lot fencing restrictions exist on this plat.
 - Finished floor elevation shall be at least 2' above the 100-year floodplain.
 - Lots backing to the floodplain shall have a 25' minimum rear setback.
 - Lots siding to the floodplain shall have a 15' minimum side setback adjacent to the floodplain.
 - 13.006 acres of right-of-way being dedicated by this plat in fee simple.
 - The thoroughfare alignment(s) shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of final plat.
 - Residential lots that are allowed to back or side to the Base Floodplain and/or open space lot shall have an ornamental open metal fence along the rear and side of the lots. The lot owner is responsible for the maintenance of the fence.

DEVAPP 23-0158
PRELIMINARY PLAT
PARK PLACE PHASE 2
70.401 GROSS ACRES
(13.535 ACRES R.O.W.)
56.866 ACRES NET OUT OF THE
L. NETHERLY SURVEY ~ ABSTRACT NO. 962
TOWN OF PROSPER
DENTON COUNTY, TEXAS

PARK PLACE PHASE 2
166 LOTS DEVELOPED TO PD STANDARDS
70.4 ACRES (2.4 UNITS/ACRE)
AVERAGE LOT SIZE = 10,946 SF

Lot Summary	Phase 2
Single-Family (Min. 10,000 SF)	166
Open Space (Block X)	2
Total	168



OWNER / APPLICANT
Prosper Hills, LP
826 Mango Court
Coppell, TX 75019
Telephone: (972) 304-0506
Contact: Vijay Borra

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

Basis of bearing: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.

Scale: 1" = 100' October, 2023 SEI Job No. 23-127

Drawn: C. 2023 28513-137 Project 485, Phase 1A/02/Preparation/AL/Plat/Plat-01.dwg, Sheet By: Resman, Date: 10/13/2023, 9:18:33 AM
 Plotted by: Resman Plot Date: 10/13/2023 9:36 AM

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DENTON §

BEING a tract of land situated in the L. Netherley Survey, Abstract No. 962, City of Prosper, Denton County, Texas, being all of a tract conveyed to Prosper Hills, LLC, by deed recorded in Doc. No. 2022-117712 of the Official Public Records, Denton County, Texas (O.P.R.D.C.T.), with the subject tract being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found with a yellow plastic cap stamped "Spiars Eng." Found in the east line of Teel Parkway (an existing variable width Right-Of-Way), Windsong Ranch Phase 6A, an addition to the Town of Prosper, according to the plat thereof recorded in Document No. 2022-115, Public Records, Denton County, Texas (P.R.D.C.T.);

THENCE N 42°06'59" E a distance of 1.20 feet to the POINT OF BEGINNING;

THENCE N 00°08'28" W, 149.49 feet;

THENCE N 00°02'15" E, 1043.54 feet;

THENCE around a non-tangent curve to the left having a central angle of 01°08'20", a radius of 1060.00 feet, a chord of N 19°32'58" W - 21.07 feet, an arc length of 21.07 feet;

THENCE N 20°22'59" W, 150.91 feet;

THENCE around a non-tangent curve to the left having a central angle of 00°10'12", a radius of 1070.00 feet, a chord of N 28°18'42" W - 3.18 feet, an arc length of 3.18 feet;

THENCE N 28°23'48" W, 171.85 feet;

THENCE N 16°38'50" E, 49.46 feet;

THENCE around a non-tangent curve to the right having a central angle of 10°03'52", a radius of 745.00 feet, a chord of N 67°19'26" E - 130.70 feet, an arc length of 130.87 feet;

THENCE N 72°21'22" E, 124.69 feet;

THENCE around a non-tangent curve to the right having a central angle of 07°19'36", a radius of 755.00 feet, a chord of N 85°43'53" E - 96.48 feet, an arc length of 96.54 feet;

THENCE N 89°23'41" E, 1660.19 feet;

THENCE S 00°12'51" W, 760.74 feet;

THENCE S 30°13'16" E, 98.75 feet;

THENCE S 15°33'42" E, 92.94 feet;

THENCE S 19°11'25" E, 92.93 feet;

THENCE S 20°32'59" E, 93.06 feet;

THENCE S 15°52'52" E, 74.81 feet;

THENCE S 00°27'53" W, 243.63 feet;

THENCE N 89°32'07" W, 712.65 feet;

THENCE S 00°03'41" W, 259.13 feet;

THENCE N 89°31'34" W, 1308.00 feet to the POINT OF BEGINNING with the subject tract containing 3,066,679 square feet or 70.401 acres of land.

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.

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, Darren K. Brown, 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 City of (NAME), Texas.

Dated this the ___ day of _____, 2023.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE



DARREN K. BROWN, R.P.L.S. No. 5251

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Darren K. Brown, 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 UNDER MY HAND AND SEAL OF OFFICE this the ___ day of _____, 2023.

Notary Public, State of Texas

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That We, PROSPER HILLS, LP, do hereby adopt this plat designating the hereinabove described property as PARK PLACE PHASE 2, an Addition to the Town of Prosper, and do hereby dedicate to the public use forever the streets and alleys shown thereon and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easement strips and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strip for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. PROSPER HILLS, LP, does herein certify the following:

- 1. The streets are dedicated for street purposes.
2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
3. The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated on this plat.
4. 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 landscape improvements may be placed in landscape easements if approved by the Town of Prosper.
5. 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 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 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 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.

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

Witness our hands at _____ County, Texas, this _____ day of _____, 2023.

PROSPER HILLS, LP

By: _____
(SIGNER'S NAME, TITLE)

STATE OF TEXAS §
COUNTY OF COLLIN §

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 execute the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of _____, 2023.

Notary Public, State of Texas

CERTIFICATE OF APPROVAL

Approved this ___ day of _____, 2023 by the Planning and Zoning Commission of the Town of Prosper

Town Secretary

Engineering Department

Development Services Department

LIEN HOLDER:

(Bank Name), a (State) state bank

By: _____

Table with 4 columns: Lot #, Block #, Square Feet, Acreage. Rows 1-17.

Table with 4 columns: Lot #, Block #, Square Feet, Acreage. Rows 1-24.

Table with 4 columns: Lot #, Block #, Square Feet, Acreage. Rows 1-20.

Table with 4 columns: Lot #, Block #, Square Feet, Acreage. Rows 21-28.

Table with 4 columns: Lot #, Block #, Square Feet, Acreage. Rows 1-14.

Table with 4 columns: Lot #, Block #, Square Feet, Acreage. Rows 1-10.

Table with 4 columns: Lot #, Block #, Square Feet, Acreage. Rows 11-24.

Table with 4 columns: Lot #, Block #, Square Feet, Acreage. Rows 1-9.

Table with 4 columns: Lot #, Block #, Square Feet, Acreage. Rows 10-25.

Table with 4 columns: Lot #, Block #, Square Feet, Acreage. Rows 26-32.

Table with 4 columns: Lot #, Block #, Square Feet, Acreage. Rows 1-24.

Table with 4 columns: Lot #, Block #, Square Feet, Acreage. Rows 17-26.

Table with 3 columns: Line #, Bearing, Distance. Rows L5-L21.

Table with 5 columns: Curve #, Length, Radius, Delta, Chord Bearing, Chord Distance. Rows C29-C38.

Table with 5 columns: Curve #, Length, Radius, Delta, Chord Bearing, Chord Distance. Rows C39-C46.

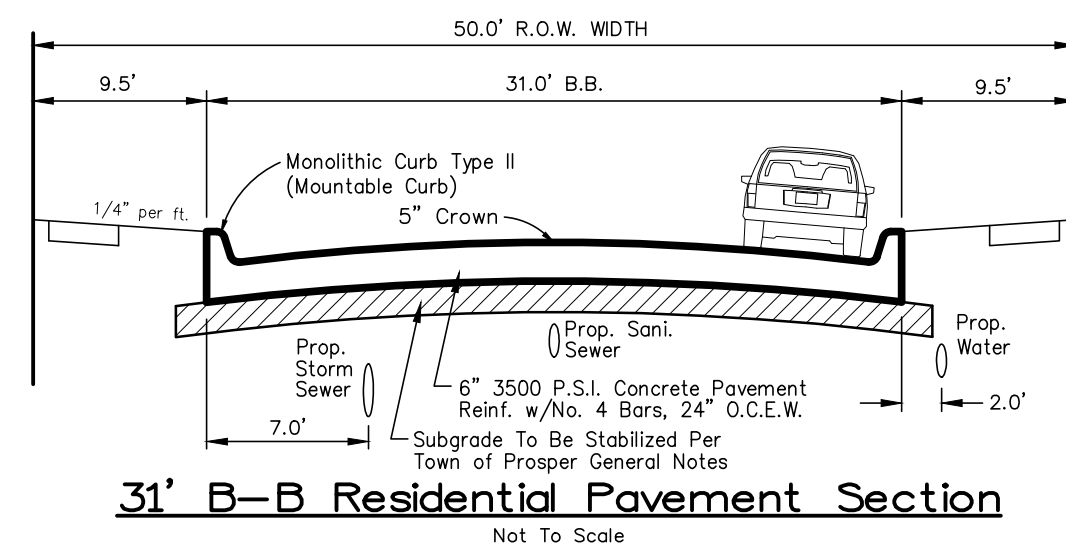
Table with 3 columns: Line #, Bearing, Distance. Rows L22-L31.

Table with 6 columns: Curve #, Length, Radius, Delta, Chord Bearing, Chord Distance. Rows C1-C21.

Table with 3 columns: Line #, Bearing, Distance. Rows L1-L4.

Table with 3 columns: Lot #, Block #, Acres. Rows 1-4.

Table with 6 columns: Curve #, Length, Radius, Delta, Chord Bearing, Chord Distance. Rows C22-C28.



DEVAPP 23-0158
PRELIMINARY PLAT
PARK PLACE PHASE 2
70.401 GROSS ACRES (13.535 ACRES R.O.W.)
56.866 ACRES NET OUT OF THE L. NETHERLEY SURVEY ~ ABSTRACT NO. 962
TOWN OF PROSPER
DENTON COUNTY, TEXAS

OWNER / APPLICANT
Prosper Hills, LP
826 Mango Court
Coppell, Tx. 75019
Telephone: (972) 304-0506
Contact: Vijay Borra

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

Vertical text on the left margin: Drawn by: manson Plot Date: 10/13/2023 9:36 AM, Printed by: manson Plot Date: 10/13/2023 9:36 AM, Scale: 1"=40'



PLANNING

To: Planning & Zoning Commission **Item No. 5**
From: Dakari Hill, Senior Planner
Through: David Hoover, Director of Development Services
Cc: Suzanne Porter, Planning Manager
Re: Planning & Zoning Commission Meeting – October 17, 2023

Agenda Item:

Conduct a Public Hearing and consider and act upon a request for an extension of a Specific Use Permit for a Concrete Batching Plant on 5.0± acres, located south of West First Street and west of South Dallas Parkway. The property is zoned Planned Development-19 (PD-19) Lattimore Batch Plan North and Specific Use Permit-6 (S-6) Nelson Bros Concrete Batch Plant. (S20-0002)

Description of Agenda Item:

The zoning and land use of the surrounding properties are as follows:

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Planned Development-19 & Specific Use Permit-6	Concrete Batching Plant	Tollway District
North	Agricultural	Wholesale Warehouse	Tollway District
East	Commercial Corridor	Wholesale Warehouse	Tollway District
South	Single Family-15	Concrete Batching Plant	Tollway District
West	Agricultural	Wholesale Warehouse	Tollway District

Requested Zoning – The purpose of this request is to extend the existing Specific Use Permit (SUP) for a Concrete Batching Plant. The original Specific Use Permit was approved in 2021 and

does not expire until October 2024; however, the extension will allow them to continue operating until October 1, 2026. The applicant has agreed to cease operations once this extension expires.

The Zoning Ordinance contains the following four (4) criteria to be considered in determining the validity of an SUP request.

1. *Is the use harmonious and compatible with its surrounding existing uses or proposed uses?*
2. *Are the activities requested by the applicant normally associated with the requested use?*
3. *Is the nature of the use reasonable?*
4. *Has any impact on the surrounding area been mitigated?*

Staff believes the applicant has satisfied the criteria and recommends approval of the request.

Future Land Use Plan:

The Future Land Use Plan recommends Tollway District. The proposed zoning request does not conform to the Future Land Use Plan; however, the existing use will be phased out and replaced with a use more compatible to the Future Land Use Plan.

Thoroughfare Plan:

This property has direct access to South Dallas Parkway.

Parks Master Plan:

The Parks Master Plan does not indicate a park is needed on the subject property.

Legal Obligations and Review:

Notification was provided as required by the Zoning Ordinance and state law. Staff has not received any response to the proposed zoning request to date.

Attached Documents:

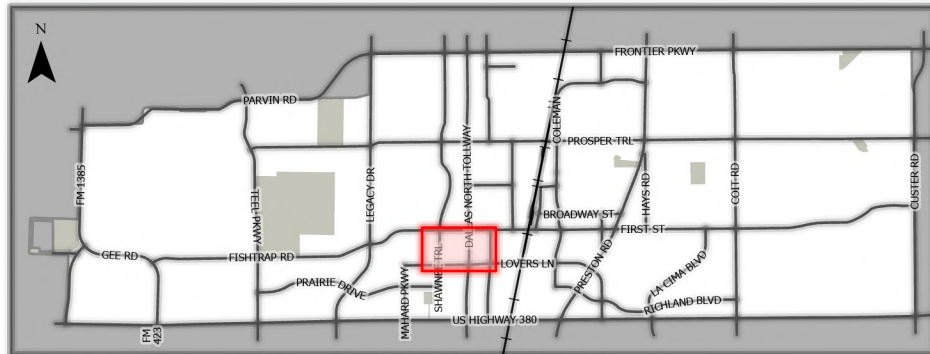
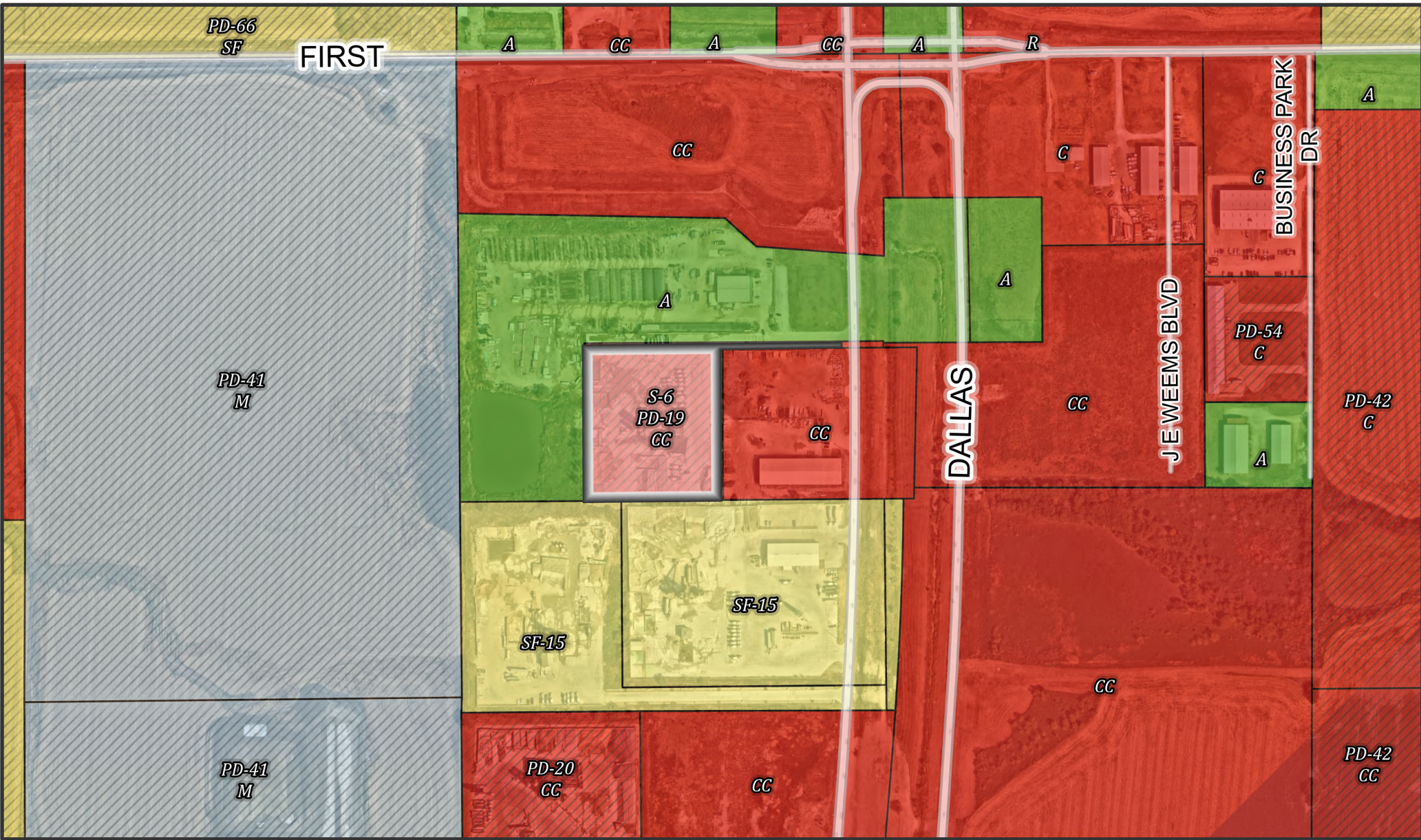
1. Aerial and Zoning Maps
2. Ordinance

Town Staff Recommendation:

Town Staff recommends approval of the request for an extension of a Specific Use Permit for a Concrete Batching Plant on 5.0± acres, located south of West First Street and west of South Dallas Parkway. The extension to this Specific Use Permit will allow the concrete batching plant to continue operations until on or before October 1, 2026. However, the applicant has agreed to cease operations and relocate once the extension expires. Furthermore, all equipment from the property will be removed, including the on-site modular office, when the plant ceases operations. The applicant's agreement to these conditions upon approval of the extension will allow the property to be in conformance with the vision for Dallas North Tollway once the extension expires.

Town Council Public Hearing:

Upon a recommendation by the Planning & Zoning Commission, a Public Hearing for this item will be scheduled for the Town Council at their Regular meeting on November 14, 2023.



This map for illustration purposes only

S20-0002

Nelson Bros Ready Mix

28

Specific Use Permit

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made and entered into as of the last date set forth after the signature lines hereto (“Effective Date”) by and between the Town of Prosper, Texas (“Town”), and Vulcan Materials Company, its affiliates and subsidiaries, legally authorized to do business in Texas (“Vulcan”) (Town and Vulcan hereinafter may be referred to as “Party” or collectively as the “Parties”), for and in consideration of the mutual promises and covenants contained herein.

WHEREAS, Vulcan operates a concrete batch facility (“Operation”) located at 570 S. Dallas Parkway, Prosper, Texas 75078 (the “Property,” a legal description of which is attached to this Agreement as Exhibit A, and is incorporated by reference), which Operation involves generally the use of equipment, including but not limited to, mixers, cement batchers, aggregate batchers, conveyors, radial stackers, aggregate bins, cement bins, heaters, chillers, cement silos, batch plant controls, and dust collectors, and other equipment necessary for the production of concrete, together with all related appurtenances thereto (collectively, “Equipment”), as well as an on-site modular office; and

WHEREAS, on or about January 12, 2021, the Town adopted Ordinance No. 2021-02, which Ordinance approved a specific use permit for the Operation on the Property until October 1, 2024; and

WHEREAS, on or about _____, 2023, the Town adopted Ordinance No. 2023-____, which Ordinance approved an extension of the Operation by specific use permit until October 1, 2026; and

WHEREAS, the forgoing approval of a specific use permit on the Property by the Town Council and this Agreement seek to incorporate, in part, the negotiated and agreed upon standards contained in the Ordinance granting the specific use permit on the Property, and to recognize Vulcan’s reasonable investment-backed expectations in the Property and as more fully described herein; and

WHEREAS, with the ongoing development of properties along the Dallas North Tollway, the Operation is not a use generally compatible with such development, and but for this Agreement, the Town may not extend the Operation’s specific use permit past the October 1, 2026, deadline referenced herein; and

WHEREAS, the Parties desire and have worked together to establish an agreed-upon time period for the conclusion of the Operation on the Property and the eventual relocation of the Operation from the Property to another location; and

WHEREAS, in exchange for the agreed-upon Compliance Date and relocation, as well as the Town’s extension of the Operation on the Property until October 1, 2026, the Parties desire to compromise, resolve, and settle any disputes regarding the Operation on the Property and to establish a Completion Date for the Operation on the

Property; and

WHEREAS, the Parties desire to enter into this Agreement to effectuate all of the foregoing.

NOW, THEREFORE, for and in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Vulcan agree as follows:

1. Vulcan's Agreement to Cease Operations on or before October 1, 2026. Vulcan hereby agrees and affirms that (i) its Operation on the Property will cease on or before October 1, 2026; (ii) it already has recouped at least one hundred percent (100%) of its investment in the Operation on the Property; and (iii) it waives any rights or remedies it may have under subchapter A of Chapter 211 of the Texas Local Government Code, as amended. Further, Vulcan shall remove all Equipment from the Property, including the on-site modular office, as of the date it ceases its operations.

2. Town's Agreement Not to Institute Amortization or Related Proceedings. In exchange for Vulcan's agreement to cease all Operation and related uses on the Property on or before October 1, 2026, the Town agrees that it will not institute, pursue or undertake any amortization processes or procedures against Vulcan and its nonconforming use of property (in the event a subsequent specific use permit is either denied or expires), pursuant to the Town's Zoning Ordinance and/or applicable provisions of state law.

3. Covenant Running with the Land. The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of Vulcan and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other owners of the Property, regardless of whether this Agreement is expressly referenced therein.

4. Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages.

5. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Collin County, Texas.

6. **Notice.** Any notices required or permitted to be given hereunder (each, a “Notice”) shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Prosper
 250 W. First Street
 P.O. Box 307
 Prosper, Texas 75078
 Attention: Town Manager

If to Vulcan: Vulcan Materials Company
 Corporate Office
 1200 Urban Center Drive
 Birmingham, Alabama 35242
 Attention: Mitchell M. Mataya

7. **Prevailing Party.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney’s fees (including its reasonable costs and attorney’s fees on any appeal).

8. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto with respect to development of the Property and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

9. **Savings/Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

10. **Binding Agreement.** A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein, including without limitation a scanned copy sent via electronic mail by either party.

11. **Authority to Execute.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and

represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Vulcan warrants and represents that the individual executing this Agreement on behalf of Vulcan has full authority to execute this Agreement and bind Vulcan to the same. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.

12. Filing in Deed Records. This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Collin County, Texas.

13. Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to nonbinding mediation.

14. Notification of Sale or Transfer; Assignment of Agreement. Vulcan shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Any new owner or transferee shall be bound by the terms of this Agreement.

15. Sovereign Immunity. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

16. Vested Rights/Chapter 245 Waiver. The signatories hereto shall be subject to all ordinances of the Town, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code. This Section shall survive the termination of this Agreement.

17. Effect of Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

18. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

19. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original.

20. **Time.** Time is of the essence in the performance by the Parties of their respective obligations under this Agreement.

21. **Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

22. **Amendment.** This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor owner of all or any part of the Land; however, the failure to provide such copies shall not affect the validity of any amendment.

23. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date referenced herein.

TOWN:

THE TOWN OF PROSPER, TEXAS

By: _____
Name: Mario Canizares
Title: Town Manager, Town of Prosper

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____, 2023, by Mario Canizares, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas
My Commission Expires: _____

VULCAN:

VULCAN MATERIALS COMPANY

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me on the ___ day of _____, 2023, by _____, in his capacity as _____ of Vulcan Materials Company, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Vulcan Materials Company.

Notary Public, State of _____

My Commission Expires: _____

EXHIBIT A
(Property Description)