

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING PROSPER'S ZONING ORDINANCE BY GRANTING A SPECIFIC USE PERMIT (SUP) FOR A DRIVE-THRU RESTAURANT TO BE LOCATED ON A TRACT OF LAND CONSISTING OF 1.5 ACRES, MORE OR LESS, IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS; DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town of Prosper, Texas ("Prosper") has received a request from Claymoore Engineering, Inc. ("Applicant") for a Specific Use Permit (SUP) for a drive-thru restaurant to be located on a tract of land zoned Planned Development- 69 (PD-69), consisting of 1.5 acres of land, more or less, in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes; and

WHEREAS, the Town Council has investigated and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required to grant a Specific Use Permit (SUP) have been given in the manner and form set forth by law, Public Hearings have been held, and all other requirements of notice and completion of such procedures have been fulfilled; and

WHEREAS, the Town Council has further investigated into and determined that it will be advantageous and beneficial to Prosper and its inhabitants to rezone this property as set forth below.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS:

SECTION 1

Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2

Specific Use Permit Granted. The Town's Zoning Ordinance is amended as follows: Applicant is granted a Specific Use Permit (SUP) for a drive-thru restaurant, on a tract of land zoned Planned Development-69 (PD-69), consisting of 1.5 acres of land, more or less, in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Specific Use Permit shall conform to, and comply with 1) the site plan, attached hereto as Exhibit "B," 2) the landscape

plan, attached hereto as Exhibit "C", and 3) the elevations, attached hereto as Exhibit "D," which are incorporated herein for all purposes as if set forth verbatim, subject to the following conditions of approval by the Town Council:

All development plans, standards, and uses for the Property shall comply fully with the requirements of all ordinances, rules, and regulations of the Town of Prosper, as they currently exist or may be amended.

Two (2) original, official, and identical copies of the zoning exhibit map are hereby adopted and shall be filed and maintained as follows:

- a. One (1) copy shall be filed with the Town Secretary and retained as an original record and shall not be changed in any manner.
- b. One (1) copy shall be filed with the Building Official and shall be maintained up-to-date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy, and enforcing the zoning ordinance. Reproduction for information purposes may from time-to-time be made of the official zoning district map.

SECTION 3

No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the Town Council in the manner provided for by law.

SECTION 4

Unlawful Use of Premises. It shall be unlawful for any person, firm, or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and shall be unlawful for any person, firm, or corporation to construct on said premises any building that is not in conformity with the permissible uses under this Zoning Ordinance.

SECTION 5

Penalty. Any person, firm, corporation, or business entity violating this Ordinance or any provision of Prosper's Zoning Ordinance, or as amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Prosper from filing suit to enjoin the violation. Prosper retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 6

Severability. Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Prosper hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 7

Savings/Repealing Clause. Prosper's Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8

Effective Date. This Ordinance shall become effective from and after its adoption and publications as required by law.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 28TH DAY OF NOVEMBER, 2023.



David F. Bristol, Mayor

ATTEST:



Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:



Terrence S. Welch, Town Attorney



SITE DATA SUMMARY



LEGEND

- [illegible]

FRONTIER RETAIL CENTER
BEING PART OF 70.91 ACRES OF LAND
OUT OF COLLIN COUNTY SCHOOL LAND
SURVEY, ABSTRACT NO. 147
PROSPER, TEXAS



CLAY MOORE
ENGINEERING

SITE PLAN

EXHIBIT B

OWNER:
FRONTIER LP
W LOWERS LANE, SUITE 250
LAS VEGAS NV 89102
702 735 2000

APPLICANT/ENGINEER
WYMOORE ENGINEERING INC
C/O SMMR, SUITE 47
177 201 0502

CONTACT NAME: MATT MOOREHEAD
ASSOCIATES

ARCHITECTS
117 705 3387

LEGAL DESCRIPTION	CONTACT NAME	AGENCY/ WILLIAMS

BEING PART OF 70.81 ACRE TRACT OF LAND SITUATED
IN THE COLLIN COUNTY SCHOOL LAND SURVEY.
ABSTRACT NO. 147, COLLIN COUNTY, TEXAS.

TOWN OF PROSPER
CITY STATE TEXAS

LAST- FIRST- MIDDLE	SUBJECT	ABSTRACT NO.
NUTT	COLLIN COUNTY SCHOOL	147

1000000



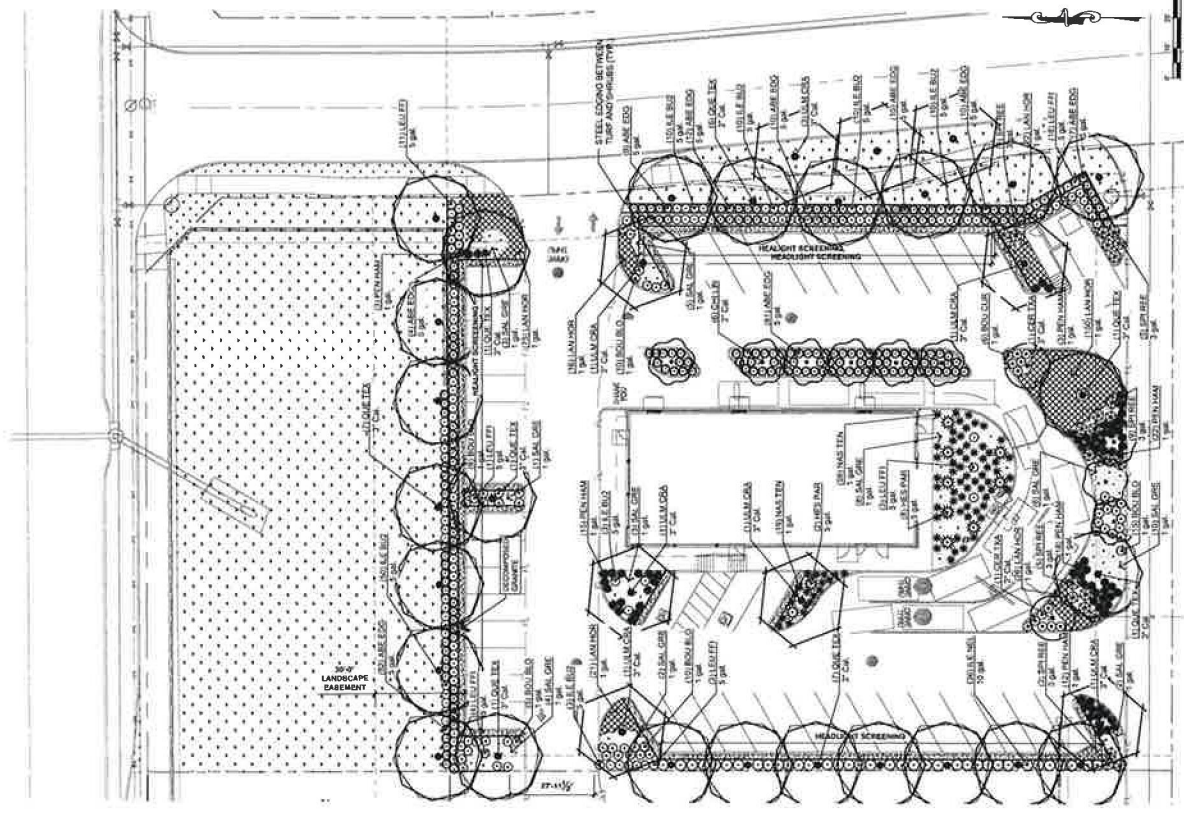
STRUCT.	JOINT/NC NAME	COMMON NAME	WAL SIZE	SPACING	QUANTITY	REMARKS
FREE						
TRAIL	GORGE CANYONS TUNNELS	TEXAS REDWOOD	7" dia. 1-10' top	AS SHOWN	2	
CHALK	DESERT WILLOW	DESERT WILLOW	7" dia. 1-10' top	AS SHOWN	9	
CHALK	QUICKSAND TUNNEL	COASTED OAK	7" dia. 1-10' top	AS SHOWN	25	
CHALK	WALL MOUNT BRASSICOLA	TEXAS REDWOOD	7" dia. 1-10' top	AS SHOWN	9	
NOTE	ALL THREE PHASES ARE CONTAINER-GROWN. CONTAINER SIZE IS APPROPRIATE FOR THE CALIFORNIA SPECIFICATIONS FOR PROPER ROOT GROWTH					
BARNS						
AME DDO	ABELLA X TOMATO GONCHER	EDWARD GONCHER ABELLA	#2 cone	36" O.C.	189	
HES PAN	HEPACORDE PANTORONA	RED YACCA	#5 cone	60" O.C.	10	
LES PAN	LES CORNUTA BUNIFOR	BUNIFOR HOLLY	#5 cone	36" O.C.	17	
LES PAN	LES X NELLIE R. STEVENS	NELLIE R. STEVENS HOLLY	#15 cone	48" O.C.	26	
LEUTH	LUCCOPILLUM TRIFIDENS SAN ANTONIO ROSE	SAN ANTONIO ROSE TEXAS	#5 cone	36" O.C.	41	
SPRUE	SPRUEA CANTIDENSES	SPRUEA CANTIDENSES	#2 cone	48" O.C.	25	
PREHENSALS AND ORNAMENTAL GRASSES						
BOU GAT	BOUTLEDOA COMPANICOLA	SLICE DATE GRASS	#1 cone	36" O.C.	13	
BOU BLO	BOUTLEDOA CANTIDENSES	SLICE DATE GRASS	#1 cone	36" O.C.	10	
LAN JON	LANTANA HORRIDA	TEXAS LANTANA	#1 cone	36" O.C.	77	
NAS TON	NASSELLA TENUSOMA	MECHANIC FEATHER GRASS	#1 cone	36" O.C.	71	
PAN PAN	PANMETTUM ALPACORDES HAWLEY	HAWLEY FOUNTAIN GRASS	#1 cone	36" O.C.	84	
SAL DRE	SAVIA GROSSE	AUTUMN GRASS	#1 cone	48" O.C.	24	
AND SEED						
* *	Expend Total	Seeds	189	18 7/16 SF		
AGGREGATE / STEEL DOORING						
Decorations Gravel		Aggregate	4" Depth	1 1/2 SF		
Soil Easing		Easing		1 2/2 SF		

LANDSCAPE CALCULATIONS

[illegible]

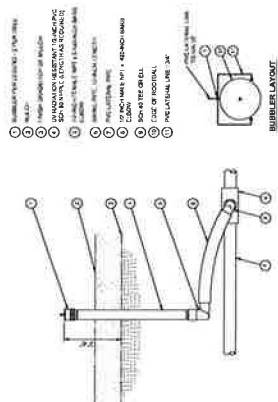
GENERAL GRADING AND PLANTING NOTES

1 THE UNITED STATES OF AMERICA)
2)
3)
4)
5)
6)
7)
8)
9)
10)
11)
12)
13)
14)
15)
16)
17)
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)
29)
30)
31)
32)
33)
34)
35)
36)
37)
38)
39)
40)
41)
42)
43)
44)
45)
46)
47)
48)
49)
50)
51)
52)
53)
54)
55)
56)
57)
58)
59)
60)
61)
62)
63)
64)
65)
66)
67)
68)
69)
70)
71)
72)
73)
74)
75)
76)
77)
78)
79)
80)
81)
82)
83)
84)
85)
86)
87)
88)
89)
90)
91)
92)
93)
94)
95)
96)
97)
98)
99)
100)
101)
102)
103)
104)
105)
106)
107)
108)
109)
110)
111)
112)
113)
114)
115)
116)
117)
118)
119)
120)
121)
122)
123)
124)
125)
126)
127)
128)
129)
130)
131)
132)
133)
134)
135)
136)
137)
138)
139)
140)
141)
142)
143)
144)
145)
146)
147)
148)
149)
150)
151)
152)
153)
154)
155)
156)
157)
158)
159)
160)
161)
162)
163)
164)
165)
166)
167)
168)
169)
170)
171)
172)
173)
174)
175)
176)
177)
178)
179)
180)
181)
182)
183)
184)
185)
186)
187)
188)
189)
190)
191)
192)
193)
194)
195)
196)
197)
198)
199)
200)
201)
202)
203)
204)
205)
206)
207)
208)
209)
210)
211)
212)
213)
214)
215)
216)
217)
218)
219)
220)
221)
222)
223)
224)
225)
226)
227)
228)
229)
230)
231)
232)
233)
234)
235)
236)
237)
238)
239)
240)
241)
242)
243)
244)
245)
246)
247)
248)
249)
250)
251)
252)
253)
254)
255)
256)
257)
258)
259)
260)
261)
262)
263)
264)
265)
266)
267)
268)
269)
270)
271)
272)
273)
274)
275)
276)
277)
278)
279)
280)
281)
282)
283)
284)
285)
286)
287)
288)
289)
290)
291)
292)
293)
294)
295)
296)
297)
298)
299)
300)
301)
302)
303)
304)
305)
306)
307)
308)
309)
310)
311)
312)
313)
314)
315)
316)
317)
318)
319)
320)
321)
322)
323)
324)
325)
326)
327)
328)
329)
330)
331)
332)
333)
334)
335)
336)
337)
338)
339)
340)
341)
342)
343)
344)
345)
346)
347)
348)
349)
350)
351)
352)
353)
354)
355)
356)
357)
358)
359)
360)
361)
362)
363)
364)
365)
366)
367)
368)
369)
370)
371)
372)
373)
374)
375)
376)
377)
378)
379)
380)
381)
382)
383)
384)
385)
386)
387)
388)
389)
390)
391)
392)
393)
394)
395)
396)
397)
398)
399)
400)
401)
402)
403)
404)
405)
406)
407)
408)
409)
410)
411)
412)
413)
414)
415)
416)
417)
418)
419)
420)
421)
422)
423)
424)
425)
426)
427)
428)
429)
430)
431)
432)
433)
434)
435)
436)
437)
438)
439)
440)
441)
442)
443)
444)
445)
446)
447)
448)
449)
450)
451)
452)
453)
454)
455)
456)
457)
458)
459)
460)
461)
462)
463)
464)
465)
466)
467)
468)
469)
470)
471)
472)
473)
474)
475)
476)
477)
478)
479)
480)
481)
482)
483)
484)
485)
486)
487)
488)
489)
490)
491)
492)
493)
494)
495)
496)
497)
498)
499)
500)
501)
502)
503)
504)
505)
506)
507)
508)
509)
510)
511)
512)
513)
514)
515)
516)
517)
518)
519)
520)
521)
522)
523)
524)
525)
526)
527)
528)
529)
530)
531)
532)
533)
534)
535)
536)
537)
538)
539)
540)
541)
542)
543)
544)
545)
546)
547)
548)
549)
550)
551)
552)
553)
554)
555)
556)
557)
558)
559)
560)
561)
562)
563)
564)
565)
566)
567)
568)
569)
570)
571)
572)
573)
574)
575)
576)
577)
578)
579)
580)
581)
582)
583)
584)
585)
586)
587)
588)
589)
590)
591)
592)
593)
594)
595)
596)
597)
598)
599)
600

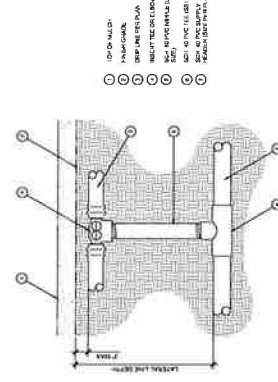


Scale 1" = 20'

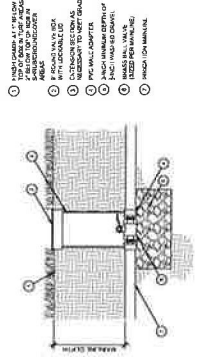
[illegible][illegible]



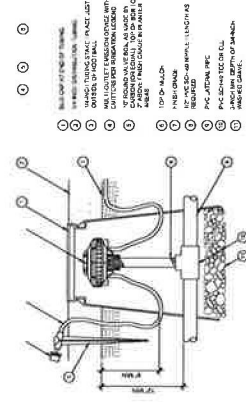
BUBBLER
SCALE: 1/8" = 1'-0"



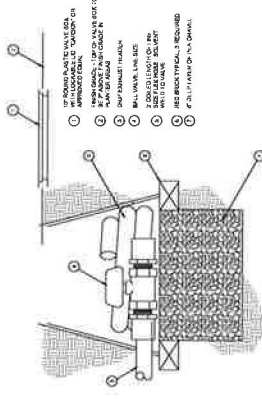
SUBSURFACE DRIP LINE CONNECTION
SCALE: 1/8" = 1'-0"



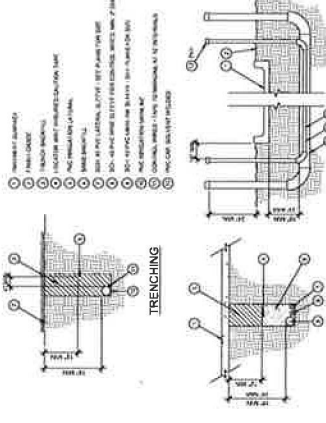
BRASS BALL VALVE
SCALE: 1/8" = 1'-0"



MULTI-OUTLET EMISSION DEVICE
SCALE: 1/8" = 1'-0"

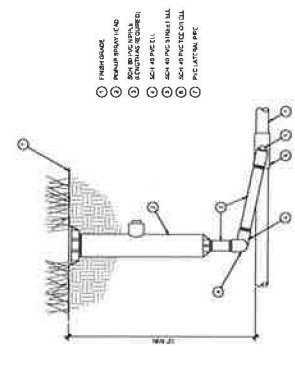


FLUSH VALVE
SCALE: 1/8" = 1'-0"

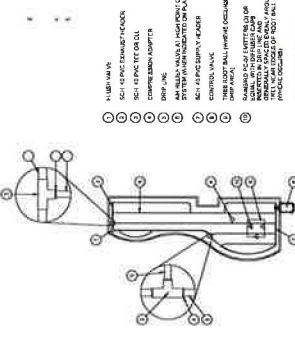


TRENCHING

PIPE AND SLEEVE INSTALLATION
SCALE: 1/8" = 1'-0"



POP-UP SPRAY HEAD
SCALE: 1/8" = 1'-0"



SUBSURFACE DRIP LINE LAYOUT
SCALE: 1/8" = 1'-0"

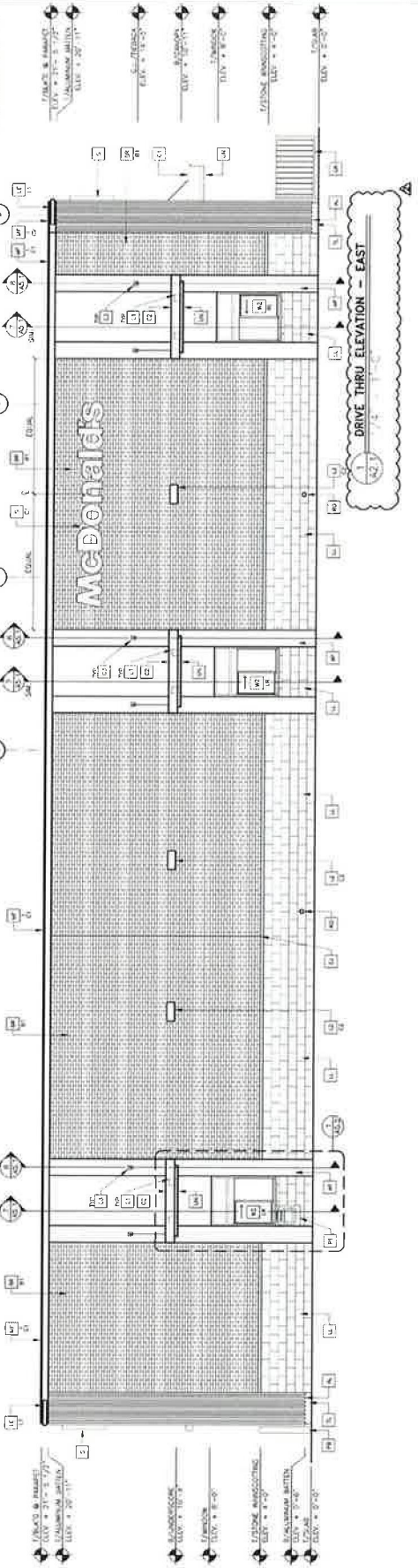
DATE	10/1/2024
PROJECT	2022 STANDARD BUILDING - 10000
CLIENT	McDonald's USA, LLC
DESIGNER	McDonald's USA, LLC
DATE	10/1/2024
PROJECT	2022 STANDARD BUILDING - 10000
CLIENT	McDonald's USA, LLC
DESIGNER	McDonald's USA, LLC
DATE	10/1/2024
PROJECT	2022 STANDARD BUILDING - 10000
CLIENT	McDonald's USA, LLC
DESIGNER	McDonald's USA, LLC



McDonald's USA, LLC
2022 STANDARD BUILDING - 10000
10/1/2024

DATE	10/1/2024
PROJECT	2022 STANDARD BUILDING - 10000
CLIENT	McDonald's USA, LLC
DESIGNER	McDonald's USA, LLC
DATE	10/1/2024
PROJECT	2022 STANDARD BUILDING - 10000
CLIENT	McDonald's USA, LLC
DESIGNER	McDonald's USA, LLC
DATE	10/1/2024
PROJECT	2022 STANDARD BUILDING - 10000
CLIENT	McDonald's USA, LLC
DESIGNER	McDonald's USA, LLC

"EXHIBIT D"



BRICK MATERIAL CALCULATION SHEET

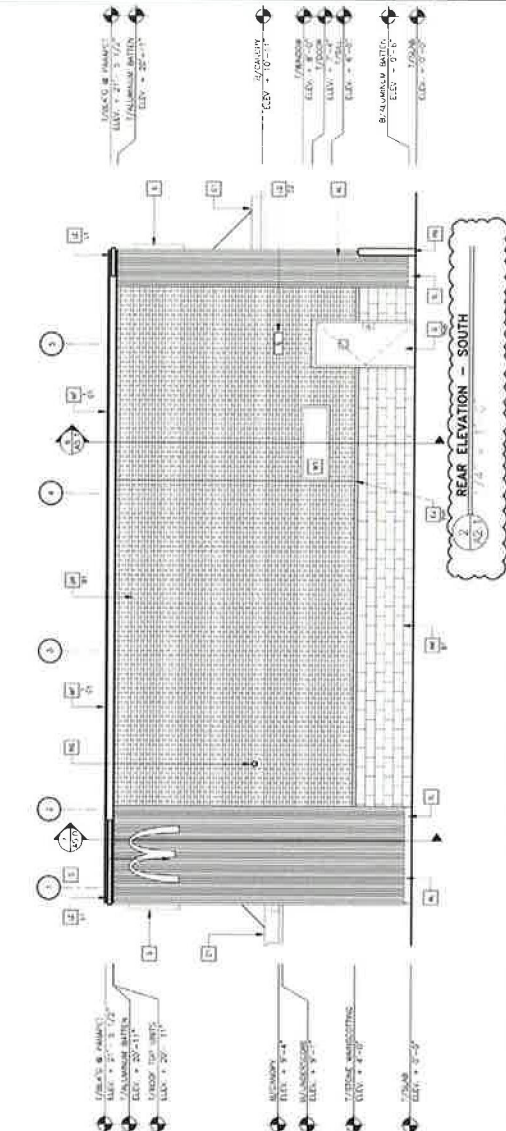
Material	Unit	Quantity	Unit Price	Total
BR - BRICK "ONYX"	Sq. Yd.	1.00	1.00	1.00
BR - BRICK "SLATE GRAY"	Sq. Yd.	1.00	1.00	1.00
AL - ALUMINUM BATTENS	Sq. Yd.	1.00	1.00	1.00
AP - APOLIC METAL PANELS	Sq. Yd.	1.00	1.00	1.00
CH - ALUM CANOPY WHITE	Sq. Yd.	1.00	1.00	1.00
UN - UNDERSCORE YELLOW	Sq. Yd.	1.00	1.00	1.00



BR - BRICK "ONYX"
BR - BRICK "SLATE GRAY"
AL - ALUMINUM BATTENS
AP - APOLIC METAL PANELS
CH - ALUM CANOPY WHITE
UN - UNDERSCORE YELLOW

KEY NOTES:

1. ALL MATERIALS TO BE SUPPLIED BY THE CONTRACTOR.
2. ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
3. ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
4. ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
5. ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
6. ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
7. ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
8. ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
9. ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
10. ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.



LL - LIMESTONE "LINEN"

1. ALL MATERIALS TO BE SUPPLIED BY THE CONTRACTOR.
2. ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
3. ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
4. ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
5. ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
6. ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
7. ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
8. ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
9. ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
10. ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

