

September 23, 2014

Final Plat: Mohr Addition, Block A, Lot 1 (FP14-0059)

Owner(s): Rice Independence Group

DESCRIPTION:

A restaurant with a drive-through window on one lot on 1.7± acres on the southeast corner of Preston Road and Centenary Way. Zoned Commercial-1. Neighborhood #24. RC

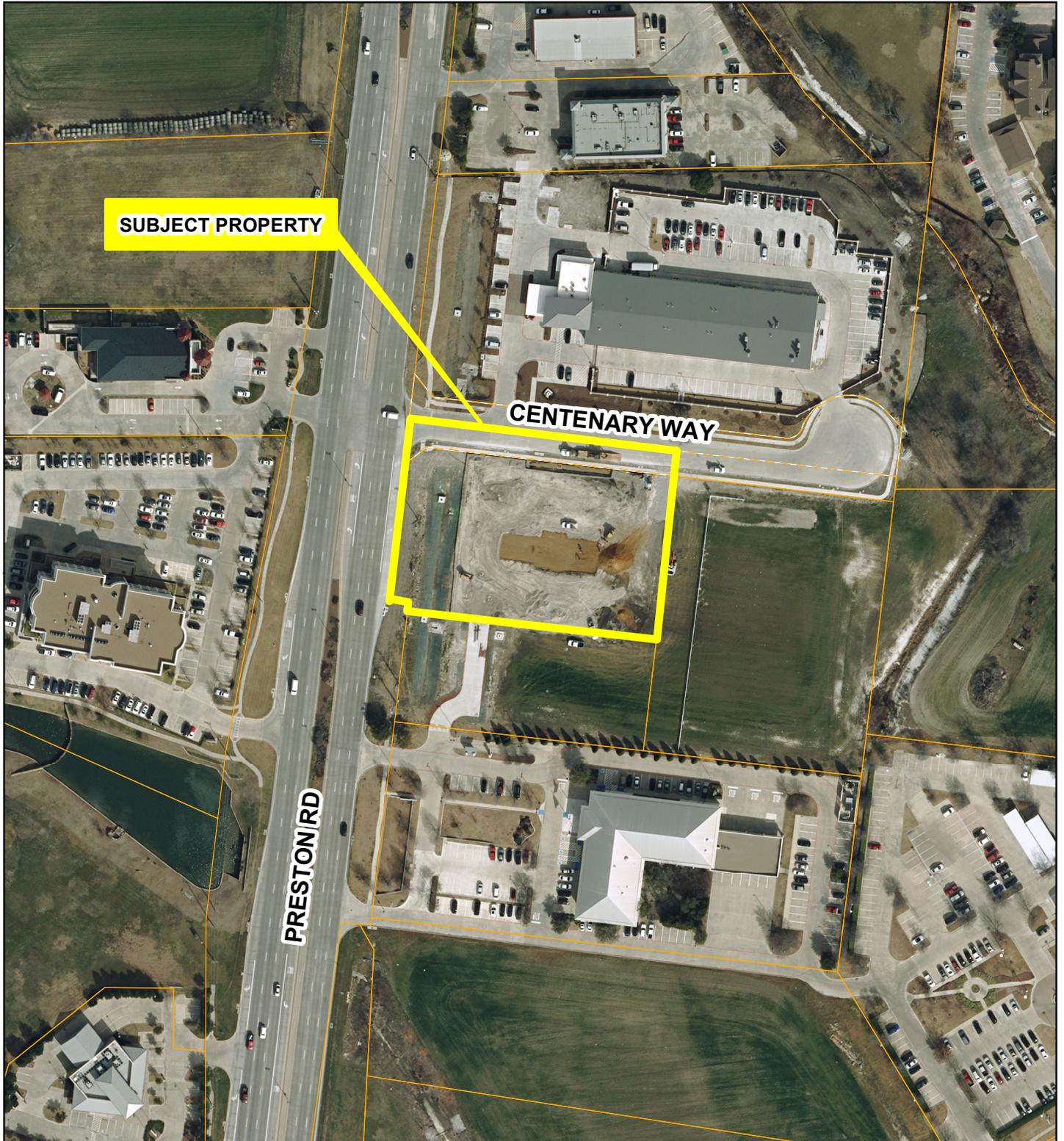
REMARKS:

The final plat dedicates necessary easements for the development of Lot 1. It conforms to the site plan (SPFP12-0007), which was approved by staff on March 23, 2012. The Planning & Zoning Commission approved the preliminary site plan (PSPCP11-0005) on September 13, 2011. The required infrastructure has been installed and the project is nearing completion.

RECOMMENDATION:

Recommended for approval as submitted.

FP14-0059 Mohr Addition Block A, Lot 1



OWNER'S CERTIFICATE

STATE OF TEXAS ~
COUNTY OF COLLIN ~

WHEREAS, the Rice Independence Group, LLC is the owner of a 1.6604 acre tract of land situated in the Zachariah Burris Survey, Abstract No. 74 and the Texas and Pacific Railroad Survey, Abstract No. 933, Collin County, Texas; said tract being all of Lot 1, Block A, Revised Conveyance Plot, Mohr Addition, Block A, Lots 1, 2, 4 and 5, an addition to the City of Frisco, Texas according to the plat recorded in Volume 2013, Page 325 of the Plat Records of Collin County, Texas; said tract of land also being all of that certain tract of land described in Special Warranty Deed to Rice Independence Group, LLC recorded in County Clerk's File No. 20121015001307260 of the Deed Records of Collin County, Texas; said 1.6604 acre tract being more particularly described as follows:

BEGINNING, at a "+" cut in concrete found in the east right-of-way line of State Highway No. 289 (Preston Road, a variable width right-of-way); said point being the northwest corner of said Lot 1, Block A and the southwest corner of Lot 2, Block A of said Revised Conveyance Plot, Mohr Addition;

THENCE, South 83 degrees, 25 minutes, 57 seconds East, departing the said east line of State Highway No. 289 and along the common line between said Lot 1, Block A and said Lot 2, Block A, a distance of 322.14 feet to a "+" cut in concrete found for corner; said point also being the northwest corner of Lot 4, Block A of said Revised Conveyance Plot, Mohr Addition;

THENCE, South 06 degrees, 34 minutes, 03 seconds West, departing the said common line between Lot 1, Block A and Lot 2, Block A and along the common line between said Lot 1, Block A and said Lot 4, Block A, a distance of 225.16 feet to a 5/8-inch iron rod found for corner; said point also being the northeast corner of Lot 5, Block A of said Revised Conveyance Plot, Mohr Addition;

THENCE, North 83 degrees, 25 minutes, 57 seconds West, departing the said common line between Lot 1, Block A and Lot 4, Block A and along the common line between said Lot 1, Block A and said Lot 5, Block A, a distance of 297.14 feet to a 1/2-inch iron rod with "Pogue Eng & Dev" cap found for corner in the said east line of State Highway No. 289; said point also being the northwest corner of said Lot 5, Block A;

THENCE, departing the said common line between Lot 1, Block A and Lot 5, Block A and along the said east line of State Highway No. 289, the following three (3) calls:

North 06 degrees, 34 minutes, 03 seconds East, a distance of 8.29 feet to a 1/2-inch iron rod with "Pogue Eng & Dev" cap found at ell corner; said point also being at an angle point in the said east line of State Highway No. 289;

North 83 degrees, 25 minutes, 57 seconds West, a distance of 25.00 feet to a 1/2-inch iron rod with "Pogue Eng & Dev" cap found for corner; said point also being at an angle point in the said east line of State Highway No. 289;

North 06 degrees, 34 minutes, 03 seconds East, a distance of 216.87 feet to the POINT OF BEGINNING;

CONTAINING, 72,326 square feet or 1.6604 acres of land, more or less.

SURVEYOR'S CERTIFICATE

Know All Men By These Presents:

That I, Roman L. Groysman, 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 Frisco, Texas.

Dated this _____ day of _____, 2014.

PRELIMINARY

RELEASED 09/08/14 FOR REVIEW PURPOSES ONLY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

Roman L. Groysman, Registered Professional Land Surveyor No. 5864

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE me, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared Roman L. Groysman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this _____ day of _____, 2014.

Notary Public in and for the State of Texas

OWNERS CERTIFICATE AND DEDICATION

STATE OF TEXAS §
COUNTY OF COLLIN §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, RICE INDEPENDENCE GROUP, LLC acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating and herein above described property as MOHR ADDITION, BLOCK A, LOT 1, an addition to the City of Frisco, Collin County, Texas, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. RICE INDEPENDENCE GROUP, LLC, do herein certify the following:

- 1) The streets and alleys are dedicated in fee simple 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 City of Frisco.
5) The City of Frisco 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 of particular utilities, said use by public utilities being subordinate to the public's and City of Frisco's use thereof.
7) The City of Frisco 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 City of Frisco 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 City of Frisco. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Frisco, Texas.

WITNESS, my hand, this the _____ day of _____, 2014.

RICE INDEPENDENCE GROUP, LLC, a Texas limited liability company

BY: MICHAEL B. RICE, PRESIDENT

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE me, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared Michael B. Rice, of RICE INDEPENDENCE GROUP, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this _____ day of _____, 2014.

Notary Public in and for the State of Texas

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 City of Frisco, 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 fire apparatus access road in accordance with the Fire Code and City standards and that he (they) shall maintain the same in a state of good repair at all times in accordance with City Ordinance. The fire lane easement for the fire apparatus access road shall be kept free of obstructions in accordance with City Ordinance. The maintenance of pavement in accordance with City Ordinance of the fire lane easements is the responsibility of the owner. The owner shall identify the fire apparatus access road in accordance with City Ordinance. The Chief of Police or his/her duly authorized representative is hereby authorized to cause such fire lane and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

DRAINAGE AND DETENTION EASEMENT (ABOVE GROUND DETENTION)

THE STATE OF TEXAS §
COUNTY OF COLLIN §
CITY OF FRISCO §

This plat is hereby adopted by the Owners and approved by the City of Frisco (Called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns:

The area or areas shown on the plat as "Drainage and Detention Easement" shall remain accessible at all times and shall be maintained by Owners of the lot or lots that are traversed by, or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of the drainage facilities within the Drainage and Detentions Easement or for any damage to private property or person that results from conditions within the Drainage and Detention Easement. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any within the Drainage and Detention Easement, unless approved by the Director of Engineering Services. Each property owner shall keep the portion Drainage and Detention Easement traversing or adjacent to their property clean and free of debris, silt, and any materials which would result in unsanitary conditions or obstruct the flow of water. The City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner. The City shall not be held liable for any damages of any nature resulting from failure of facilities within the Drainage and Detention Easement. The City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey, construct and maintain any drainage facility deemed necessary for drainage purposes. The minimum finished floor elevation for each lot shall be as shown on the plat.

STREET EASEMENT

The area or areas shown on the plat as "Street Easement" are hereby given and granted to the City of Frisco (City), its successors and assigns, as an easement to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain street and highway facilities, together with all appurtenances and incidental improvements, in, upon and across certain real property owned by Grantor. Appurtenances and incidental improvements include, but are not limited to, curbs, gutters, inlets, aprons, traffic signs with or without attached flashing lights, guard rails, sidewalks, buried conduits, buried City utilities, and underground franchise utilities. Street Easements shall remain accessible at all times and shall be maintained by the Owners of the lot or lots that are traversed by, or adjacent to the Street Easement. After doing any work in connection with the construction, operation or repair of the street and highway facilities, the City shall restore the surface of the Street Easement as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Street Easement that were removed as a result of such work.

PUBLIC WAY EASEMENT

The undersigned covenants and agrees that the Public Way 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 City of Frisco, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises. The undersigned covenants and agrees that the Public Way may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same, with said use being subordinate to the public's and City of Frisco's use thereof. The undersigned covenants and agrees that he (they) shall construct within the Public Way an access road that meets or exceeds the requirements of a fire apparatus access road in accordance with the Fire Code and City standards and that he (they) shall maintain the same in a state of good repair at all times in accordance with City Ordinance. The access road within the Public Way shall be kept free of obstructions in accordance with City Ordinance. The Chief of Police or his/her duly authorized representative is hereby authorized to cause such access road within the Public Way to be maintained free and unobstructed at all times for fire department and emergency use. The undersigned covenants and agrees that he (they) shall construct within the Public Way a sidewalk along the access road in accordance with City standards and shall maintain the same in a state of good repair at all times. The maintenance of the access road (and its appurtenances), sidewalks, landscaping and traffic signs within the Public Way is the responsibility of the owner.

CERTIFICATE OF APPROVAL

Approved this _____ day of _____, 2014 by the Planning & Zoning Commission of the City of Frisco, Texas.

Planning & Zoning Commission Chairperson

Planning & Zoning Commission Secretary

City Secretary

CITY PROJECT # FP14-0059

FINAL PLAT
MOHR ADDITION
LOT 1, BLOCK A
1.6604 ACRES

AN ADDITION TO THE CITY OF FRISCO, TEXAS
AND BEING OUT OF THE
ZACHARIAH BURRIS SURVEY, ABSTRACT No. 74 AND THE
TEXAS AND PACIFIC RAILROAD SURVEY, ABSTRACT No. 933
COLLIN COUNTY, TEXAS
SHEET 2 OF 2

OWNER:
RICE INDEPENDENCE GROUP
8109 Montpelier Way
Colleyville, Texas 76034
(817) 577-3765 (PHONE)

POGUE ENGINEERING & DEVELOPMENT COMPANY, INC.
1512 GRAY CENTRAL DRIVE SUITE 100 MCKINNEY, TEXAS 75069
(214) 544-8880 PHONE (214) 544-8882 FAX www.PogueEngineering.com

Table with 2 columns: Field Name and Value. Fields include PREPARED, SURVEYED, SCALE, PI NUMBER, DRAWN BY, and CHECKED BY.

DWG NO: 1506-12-002_FINAL_PLAT.DWG