



**TOWN OF WESTLAKE, TEXAS  
PLANNING AND ZONING COMMISSION  
MEETING AGENDA**

**AUGUST 1, 2016**

**WESTLAKE TOWN HALL  
1301 Solana Blvd.  
Building 4, Suite 4202  
2<sup>ND</sup> FLOOR, COUNCIL CHAMBERS  
WESTLAKE, TEXAS 76262**

**Work Session 5:00 p.m.  
Regular Session 6:00 p.m.**

**Work Session**

1. CALL TO ORDER
2. DISCUSSION REGARDING ITEMS LISTED ON THE REGULAR MEETING AGENDA.
3. DISCUSSION OF ITEMS TO BE PLACED ON FUTURE AGENDAS AND UPDATES ON DEVELOPMENT TRENDS, PROGRESS AND TOWN COUNCIL ACTIONS ON PAST AGENDA ITEMS.
4. DISCUSSION REGARDING AN AMENDMENT TO CHAPTERS 1 AND 82, AMENDING CHAPTER 1, SECTION 1-2 BY DELETING THE DEFINITION OF PRELIMINARY PLAT AND ADDING THE DEFINITION OF SITE EVALUATION; AMENDING CHAPTER 82 PROVIDING FOR PRELIMINARY SITE EVALUATIONS AND PROVIDING STANDARDS FOR PRELIMINARY SITE EVALUATIONS AND PLATS.
5. ADJOURNMENT

## **Regular Session**

1. **CALL TO ORDER**
2. **DISCUSSION AND CONSIDERATION OF THE MINUTES FROM THE MEETING HELD ON APRIL 25, 2016.**
3. **CONDUCT A PUBLIC HEARING AND CONSIDER A RECOMMENDATION CONSIDERATION OF AN APPLICATION TO REPLAT AN APPROXIMATELY 2.616-ACRE PORTION OF PLANNED DEVELOPMENT DISTRICT 1, PLANNING AREA 2 (PD 1-2), ESTABLISHED BY ORDINANCE 703 FOR THE PROPERTY GENERALLY LOCATED SOUTH OF STATE HIGHWAY 114, EAST OF DAVIS BOULEVARD, AND NORTH OF SOLANA BOULEVARD, COMMONLY KNOWN AS WESTLAKE ENTRADA. THE REPLAT SHOWS BLOCK I, LOTS 1 AND 2X, AND BLOCK J, LOTS 11-16, 17X, 18X, AND 19X; THE PROPOSED LOTS ARE LOCATED NEAR THE INTERSECTION OF SOLANA BOULEVARD, GRANADA TRAIL, AND CORTES DRIVE.**
4. **ADJOURNMENT**

### **CERTIFICATION**

I certify that the above notice was posted at the Town Hall of the Town of Westlake, 1301 Solana Blvd., Bldg. 4, Ste. 4202, Westlake, Texas, 76262, July 27, 2016, by 5:00 p.m. under the Open Meetings Act, Chapter 551 of the Texas Government Code.

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Kelly Edwards, TRMC, Town Secretary

If you plan to attend this public meeting and have a disability that requires special needs, please advise the Town Secretary 48 hours in advance at 817-490-5710 and reasonable accommodations will be made to assist you.

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# Planning and Zoning

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Item # 2 –

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Back up material has not  
been provided for this  
item.

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**DISCUSSION REGARDING ITEMS LISTED ON THE REGULAR MEETING  
AGENDA.**

***NO ACTION WILL BE TAKEN DURING THE WORK SESSION.***

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# Planning and Zoning

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Item # 3

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Back up material has not  
been provided for this  
item.

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**DISCUSSION OF ITEMS TO BE PLACED ON FUTURE AGENDAS AND  
UPDATES ON DEVELOPMENT TRENDS, PROGRESS AND TOWN COUNCIL  
ACTIONS ON PAST AGENDA ITEMS.**



## TYPE OF ACTION

Workshop - Discussion Item

**Monday, August 01, 2016**

**TOPIC:** Discussion regarding an amendment to Chapters 1 and 82 of the Westlake Code of Ordinances amending Chapter 1, Section 1-2 by deleting the definition of Preliminary Plat and adding the definition of Preliminary Site Evaluation; amending chapter 82 providing for Preliminary Site Evaluations and providing standards for Preliminary Site Evaluations and plats.

**STAFF CONTACT:** Rick Chaffin, Acting Director of Planning and Development

## Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme &amp; Results</u>	<u>Outcome Objective</u>
Mission: Westlake is a unique community blending preservation of our natural environment and viewsapes, while serving our residents and businesses with superior municipal and academic services that are accessible, efficient, cost-effective, & transparent.	Citizen, Student & Stakeholder	High Quality Planning, Design & Development - We are a desirable well planned, high-quality community that is distinguished by exemplary design standards.	Preserve Desirability & Quality of Life
<b><u>Strategic Initiative</u></b>			
Update Development Regulations			

**Time Line - Start Date:** August 1, 2016      **Completion Date:** August 22, 2016

**Funding Amount:** 00.00      **Status -**  **Not Funded**      **Source -** N/A

## EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

This proposed amendment to the Westlake Code of Ordinances replaces the Preliminary Plat with the Preliminary Site Evaluation. Currently, Town Council approves a Preliminary Plat before land developer can commence construction of public improvements (water lines, sewer lines, roads, etc.). Once all improvements are constructed and accepted by the Town, the developer may submit a Final Plat for review and approval.

Like a Preliminary Plat, the Preliminary Site Evaluation demonstrates to the Town how a development will connect to and be served by public and private utilities, where streets will be located, points of ingress/egress, rights-of-way, and other information vital for safe, high quality development.

The Preliminary Site Evaluation is a development tool that includes all of the technical requirements associated with a Preliminary Plat, but with a key difference. Pursuant to § 212.009 of the Texas Local Government Code, a municipality must approve or deny a Preliminary Plat request within 30 days of a complete application submittal. There are no statutory time limits related to a Preliminary Site Evaluation. Town Staff feels this distinction allows for the most thorough review possible in order to hold Westlake development to a higher standard. Most reviews will still be completed within 30 days and Staff will continue to process and review development related applications as expeditiously as possible. However, the Preliminary Site Evaluation allows for greater flexibility in cases where a longer review time is required or where an applicant does not complete requested revisions in a timely manner.

The proposed amendments do not change review, approval, or notification procedures. The only substantive proposed change involves the requirement of a Preliminary Site Evaluation in lieu of a Preliminary Plat. Staff have also included minor word changes and clarifications in order to clean up ambiguous and/or outdated language related to plats.

### **RECOMMENDATION**

Staff recommends approval of the proposed amendments.

### **ATTACHMENTS**

1. Proposed revised ordinance.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE TOWN OF WESTLAKE, TEXAS, AMENDING CHAPTER 1, SECTION 1-2 BY DELETING THE DEFINITION OF PRELIMINARY PLAT AND ADDING THE DEFINITION OF SITE EVALUATION; AMENDING CHAPTER 82 PROVIDING FOR PRELIMINARY SITE EVALUATIONS AND PROVIDING STANDARDS FOR PRELIMINARY SITE EVALUATIONS AND PLATS; PROVIDING FOR REQUIREMENTS; PROVIDING FOR APPROVAL OR DENIAL; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING A CUMULATIVE CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Westlake, Texas, (the “Town”) is a General Law Municipality located in Tarrant and Denton Counties, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the Town Council of Westlake, Texas, finds that preliminary site evaluations and plats and standards and requirements for preliminary site evaluations and plats are required for orderly development; and

**WHEREAS**, the Town Council of Westlake, Texas, deems it necessary to enact this ordinance providing for preliminary site evaluations and plats within the corporate limits of the Town.

**WHEREAS**, the Town Council of the Town of Westlake, Texas, is of the opinion that it is in the best interests of the town and its citizens that the amendments should be approved and adopted.

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

**SECTION 1:** That the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

**SECTION 2:** That, the Town hereby adopts the following amendments to sections 1-2; and section 82-34, 82-35, 82-36 and 82-37 to read as follows:

That Section 1-2 “Definitions” the definition of “Preliminary plat” is deleted and that the following definitions are added:

*Preliminary site evaluation.* The words "preliminary site evaluation" shall mean the preliminary drawing or drawings, described in this Code, indicating the proposed manner or layout of the subdivision or addition to be submitted to the town for approval.

*Record drawings.* The words “record drawings” or “as-built drawings” shall mean drawings which reflect all changes made in the specifications and working drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the contract, including "record drawings" of the construction plans for all water, wastewater, drainage and paving facilities and any other public improvements required to serve the subdivision. Also called as-built drawings or just as-builts.

Sec. 82-34. -Conference.

Prior to the filing of a preliminary site evaluation, the subdivider shall meet with the town engineer or designated representative for familiarization with the town's development regulations and the relationship of the proposed subdivision to the town's Comprehensive Plan. At the meeting, the general character of the development may be discussed, and items may be included concerning zoning, the availability of existing utility service and demand for new utility service, street requirements, and other pertinent factors related to the proposed subdivision. At this meeting, the town engineer shall classify the subdivision application as either major or minor and direct the applicant to the appropriate procedures. At the conference, the subdivider may be represented by his/her land planner, engineer, or surveyor.

Sec. 82-35. - Procedure for preliminary site evaluation approval.

(a) Purpose and applicability

(1) Purpose. The purpose of the preliminary site evaluation is to allow evaluation of the proposed development for conformity with requirements, plans, policies and conditions prior to the submission of the plat.

(2) Applicability. A preliminary site evaluation is required for all major subdivisions prior to the construction of improvements. A preliminary site evaluation shall be labeled “Preliminary Site Evaluation.” A preliminary site evaluation is not a preliminary or final plat. It is a development tool for the benefit of the landowner and the Town to allow the Town and land owner to work together cooperatively. The time limits applicable to plats do not apply to a preliminary site evaluation. Any reference to a “preliminary plat” in the Westlake ordinances shall be understood to mean preliminary site evaluation.

(b) Application procedure and requirements; preliminary site evaluation. Following the preapplication conference, the applicant may file for approval of a preliminary site evaluation. The preliminary site evaluation shall be prepared by or under the supervision of a registered professional land surveyor or engineer in the state and shall bear his/her seal, signature and date on each sheet.

(1) General application contents. A minimum of five paper copies and one digital copy of the proposed preliminary site evaluation shall be prepared at a scale of one inch equals 100 feet or larger using the town's base mapping, and in a form substantially as follows and submitted to the town engineer: If necessary, staff may request additional paper copies.

a. The proposed preliminary site evaluation shall be submitted on sheets a maximum size of 24 inches by 36 inches and drawn to a scale of 100 feet to the inch. Subsequent phases of a master plat may be drawn at a scale of one inch to 400 feet.

b. The boundary lines with distances and bearings and the approximate location and width of all existing or recorded streets intersecting the boundary of the tract.

c. Close bearings and distances to the nearest established survey monuments and established subdivisions, which shall be accurately described on the plat.

d. Approximate ties to the abstract and survey corners as required by state surveying law and the amount of acreage in each abstract shown.

e. The preliminary layout showing:

1. Proposed rights-of-way widths for streets with names, sidewalks, easements, blocks, parks, etc., with principal dimensions.

2. The length of all arcs, radii, internal angles, points of curvature, length, and bearings of the tangents.

3. All easements for rights-of-way provided for public services or utilities and any limitations of the easements.

4. All lot numbers and lines with dimensions in feet and hundredths of feet and with bearings and angles to street lines.

5. The location of all existing property lines, buildings, sewer or water mains, fire hydrants, gas mains or other underground structures, easements of record or other existing features within the area proposed for subdivision.

6. A designation of the proposed uses of the land within the subdivision and any zoning amendments requested.

7. All physical features of the property to be subdivided, including location and size of all watercourses, ravines, bridges, culverts, existing structures, drainage area in acres or acreage draining into subdivisions, and other features pertinent to subdivision. The outline of wooded areas or the location of important individual trees are required.

8. The angle of intersection of the centerlines of all intersecting streets which are intended to be less than 90 degrees.

9. The preliminary location, material, and size of all monuments approved by the town engineer.

10. The outline of all property which is proposed for dedication for public use with the purpose indicated thereon, and of all property that may be reserved by deed covenant for the common use of the property owners in the subdivision or addition.

11. The name and location of a portion of adjoining subdivisions shall be drawn to the same scale and shown in dotted lines adjacent to the tract proposed for subdivision in sufficient detail to show accurately the existing streets and other features that may influence the layout and development of the proposed subdivision. Where adjacent land is not subdivided, the owner's name of the adjacent tract shall be shown.

12. In cases where a subdivision contains or abuts a school, park or playground site, provision of access such as may be required by these subdivision regulations.

13. Front setback lines.

14. Special restrictions including, but not limited to, water line, wastewater line and drainage easements; fire lanes; screening; and such other requirements for standard notes as may be contained in the town's Engineering Standards.

15. Contours at five-foot intervals, except on terrain with less than two percent grade in which event contours at two-foot intervals are required.

16. Proposed name of the subdivision or addition.

17. Name, address and phone number of the property owner and the name of the engineer or surveyor who prepared the plat.

18. North arrow, scale, site location map and date.

19. The location of flood hazard areas or a statement as to the lack thereof, and a statement indicating the source of the flood hazard information.

20. Boundary survey closure and area calculations.

21. A notation in the legend labeling the document "Preliminary Site Evaluation" and identifying the scale.

22. The preliminary location and size of all proposed utilities, including water, sanitary sewer, storm sewer and drainage facilities.

23. The preliminary location and size of all proposed utilities and duct banks.

24. The location of all proposed public and private streets and information indicating the material and width of the streets and rights-of-way.

25. A phasing plan indicating the phase lines of all land to be platted in phases by separate final plats. A request for a phasing plan shall be subject to the approval of the Town Council.

(2) Application fee receipt. A receipt shall also be submitted with the preliminary site evaluation showing that the application fees as prescribed by the fee schedule in effect at the time have been paid.

(c) Distribution, hearing and review.

(1) Distribution of copies. The preliminary site evaluations and any other required documents shall be distributed by the town staff.

Written comments from outside utilities or others are due at least six working days prior to the meeting of the planning and zoning commission at which the preliminary site evaluation is to be considered.

(2) Written report. A written report reviewing the proposed subdivision shall be prepared by the town engineer, with a copy provided to the applicant three days before the planning and zoning commission's hearing, incorporating the comments of the town engineer and other officials and agencies to whom a request for review has been made, and generally reviewing the application, and submitted to the planning and zoning commission prior to the public hearing on the subdivision preliminary site evaluation application.

(d) Standards for approval for preliminary site evaluation. No preliminary site evaluation shall be recommended or approved by the town engineer, planning and zoning commission or Town Council unless the following standards have been met:

(1) Provision for adequacy, pursuant to article III of this chapter, installation and dedication of public improvements has been made.

(2) The preliminary site evaluation conforms generally to the goals and policies of the town Comprehensive Plan and the Thoroughfare Plan incorporated therein.

(3) The preliminary site evaluation meets all other requirements of this chapter.

(4) The preliminary site evaluation is consistent with an approved or submitted concept plan or development plan where applicable.

(e) Approval procedure.

(1) Planning and zoning commission decisions. Following review of the preliminary site evaluation and other materials submitted for conformity thereof to these regulations, the planning and zoning commission shall recommend only approval as submitted, approval with conditions or denial of the submitted preliminary site evaluation.

a. Recommended approval. Preliminary site evaluation recommended for approval or conditional approval shall be filed for hearing by the Town Council.

b. Recommended denial. Preliminary site evaluation not recommended for approval may be processed, at the option of the applicant, in one of the two following ways:

1. The preliminary site evaluation may be revised in accordance with the recommendations of the planning and zoning commission and refiled for reconsideration at a regularly scheduled planning and zoning commission meeting; or

2. The preliminary site evaluation recommended for denial may be filed for hearing at a regularly scheduled Town Council meeting.

(2) Recording of commission action. The action of the planning and zoning commission shall be noted on two copies of the preliminary site evaluation, referenced and attached to any conditions determined. One copy shall be returned to the subdivider or developer and the other retained in the files of the town staff. A notation of the action taken on each preliminary site evaluation and requisite reasons therefor shall be entered in the minutes of the planning and zoning commission.

(3) Forward preliminary site evaluation to Town Council. The town engineer shall submit the preliminary site evaluation with the recommendations established by the planning and zoning commission to the Town Council for their consideration, with a copy provided to the applicant. Seven additional copies of the preliminary site evaluation should be submitted to the Town Council through the town engineer not less than 15 days prior to the Council meeting at which consideration is desired.

(4) Town Council consideration of preliminary site evaluation. After review of the preliminary site evaluation, any and all reports and recommendations as submitted pursuant to these regulations, and any exhibits submitted at the public hearing, the Town Council shall approve or deny the preliminary site evaluation. The action of the Town Council shall be noted on two copies of the preliminary site evaluation. One copy shall be returned to the subdivider or developer and the other retained in the town files.

(f) Effect of decision. Approval of a preliminary site evaluation authorizes the property owner, upon fulfillment of all requirements and conditions of approval, to submit an application for final plat approval. Approval of a preliminary site evaluation by

the Town Council also constitutes authorization for the town engineer to release construction plans following his/her review and final approval. Upon release of the construction plans, the town engineer shall issue a certificate indicating the construction plans have been released and construction of the public improvements are thereafter authorized and that grading by the property owner may commence. Additional certificates may be issued by the town engineer authorizing the construction of private utilities or facilities on a phased schedule, subject to permit standards otherwise applicable.

Conditional approval of the preliminary site evaluation by the Town Council , however, shall not constitute approval of the final plat.

(g) Amendments to preliminary site evaluation.

(1) Major and minor amendments. At any time following the approval of a preliminary site evaluation and before lapse of the approval, a property owner may request an amendment to the approved preliminary site evaluation. All amendments must conform to the zoning requirements for that property. The requested amendment shall be classified as a major amendment or minor amendment according to the following criteria:

a. Major amendments include the rerouting of streets, rights-of-way or utility easements or utility locations, addition or deletion of alleys, or addition or deletion of more than ten percent of the approved number of lots. Amendments must conform to the zoning requirements for the property.

b. Minor amendments include the adjustment of street and alley alignments, rights-of-way or utility easements or utility locations, lengths, and paving details, the addition or deletion of lots within ten percent of the approved number, and the adjustment of lot lines; provided that all amendments shall conform to the zoning requirements for the property.

c. The town engineer may approve or disapprove a minor amendment. Disapproval may be appealed to the Planning and Zoning Commission and Town Council. Major amendments may be approved by the Planning and Zoning Commission and the Town Council at a public meeting in accordance with the same requirements for the approval of a preliminary site evaluation.

(2) Approval of amendments. The planning and zoning commission shall recommend and the Town Council shall approve, conditionally approve or disapprove any proposed major amendment and may make any modifications in the terms and conditions of preliminary site evaluation approval reasonably related to the proposed amendment.

(3) Retaining previous approval. If the applicant is unwilling to accept the proposed amendment under the terms and conditions required by the town, the applicant may withdraw the proposed amendment and the project as originally submitted will retain the previous approval.

(h) Lapse of approval, extension and reinstatement procedure.

(1) Lapse of preliminary site evaluation approval. A preliminary site evaluation expires two years from the date of approval by Town Council, and shall not be extended by any subsequent approval of any major amendments or minor amendments and such preliminary site evaluation shall be null and void thereafter, unless a final plat application for the area depicted in the preliminary site evaluation has been filed with the town unless an extension has been requested within the two-year period and approved by Town Council. Thereafter, the applicant shall be required to submit a new preliminary site evaluation subject to the then-existing subdivision regulations.

(2) Petition for extension or reinstatement of approval. Prior to the lapse of approval for preliminary site evaluation as provided in these regulations, the property owner may petition the Town Council to extend or reinstate the approval. The petition shall be considered at a public meeting of the Town Council.

(3) Decision by the planning and zoning commission. In determining whether to grant the request, the Town Council shall take into account the reasons for lapse, the ability of the property owner to comply with any conditions attached to the original approval and the extent to which newly adopted subdivision regulations shall apply to the preliminary site evaluation or study. The Town Council shall either extend or reinstate the preliminary site evaluation, or it shall deny the request, in which instance the property owner must submit a new application for approval.

(4) Length of time for extended or reinstated preliminary site evaluation. The Town Council may specify a shorter time for lapse of the extended or reinstated preliminary site evaluation than is applicable to original approvals.

**Sec. 82-36. - Procedure for final plat approval.**

(a) Purpose and applicability.

(1) Purpose. The purpose of a final plat is to enable recording of the subdivision of property that includes the elements specified in V.T.C.A., Local Government Code § 212.004, and which complies with the requirements of V.T.C.A., Local Government Code § 212.010.

(2) Applicability. A final plat shall be required for all subdivisions of property provided for in V.T.C.A., Local Government Code § 212.004.

(3) Preliminary site evaluation requirement. Unless otherwise provided by the UDC, all final plats shall be prepared in accordance with an approved preliminary site evaluation. A final plat may constitute a portion of the total area of the preliminary site evaluation if a phasing plan has been included on the approved preliminary site evaluation provided that any final plat shall include all phases that have received previous final plat approval. The phasing plan shall include the entire area that was the subject of the preliminary site evaluation.

(b) Timing of public improvements.

(1) Public improvements prior to signing plat. The Town Council may require that all public improvements be constructed, offered for dedication and accepted by the town prior to the signing of the final plat. The Town Council may permit the deferral of the construction of public improvements if in its judgment deferring the construction would not result in any harm to the public, or would offer significant advantage in coordinating the site's development with adjacent properties and off-site public improvements. Any required public improvement approved for deferred construction must be provided for as required in article III of this chapter prior to approval of the final plat.

(2) If public improvements are not completed. If the Town Council does not require that all public improvements be installed, offered for dedication and accepted by the town prior to signing of the final plat by the presiding officer, it shall require the applicant to execute a subdivision improvement agreement and provide security for the agreement as provided in section 82-61.

(3) Where no preliminary site evaluation is required. This procedure shall also apply to the approval of a final plat if the preliminary site evaluation is not required.

(c) Submittal requirements. A minimum of five paper copies and a digital copy of the final plat, together with a computer file of the final plat on media as specified by the town engineer in either autocad, DXF format or other format, and three sets of engineering plans shall be submitted to the town engineer at least 15 days prior to the meeting at which consideration is desired. More paper copies may be required by staff. This plat shall be submitted at a scale of 100 feet to one inch (for small subdivisions, at a scale of 50 feet to one inch) and the final plat shall show or be accompanied by the following information:

(1) The name of the owner and/or subdivider and of the surveyor responsible for the plat and the following language:

"Notice: Selling a portion of this addition by metes and bounds is a violation of the town ordinance and state law and is subject to fines and withholding of utilities and building permits."

(2) The name of the subdivision and adjacent subdivisions, the names of streets (to conform wherever possible to existing street names) and number of lots and blocks, in accordance with a systematic arrangement.

(3) An accurate boundary survey of the property, with bearings and distances, referenced to survey lines and established subdivisions, and showing the lines of adjacent lands and the lines of adjacent streets, with their width and names. Street and lot lines in adjacent subdivisions shall be shown in dashed lines.

(4) Location of proposed lots, streets, public highways, parks and other features, with accurate dimensions in feet and decimal fractions of feet, with the length of radii and of arcs of all curves, all angles, and with all other engineering information necessary to reproduce the plat on the ground. Dimensions shall be shown from all angle points. Contours, with an interval of two feet or less as governed by the topography, shall be submitted on a separate sheet and shall be at the same scale as the plat. All elevations shown shall be referred to town datum. All lots on building sites shall conform to the minimum standards for the area, width and depth prescribed by chapter 102 for the district or districts in which the subdivision is located.

(5) The location of building lines on front and side streets and the location of utility easements.

(6) An instrument of dedication signed and acknowledged by the owner or owners and by all other persons who have a mortgage or lien interest in the property, showing all restrictions, reservations and/or easements, if any, to be imposed and reserved in connection with the addition.

(7) A certificate of dedication incorporating irrevocable offers of dedication to the public of all streets, public highways, public facilities, parks and other land intended for public use, signed by the owner or owners and by all other persons who have a mortgage or lien interest in the property. The certificate of dedication shall incorporate the standard easement language of the town as jointly prepared by the town attorney and the town engineer. The plat shall be marked with a notation indicating the formal offers of dedication. All deed restrictions required by this chapter or agreed to be filed with the plat shall be submitted with the final plat.

(8) Receipt showing that all taxes are paid.

(9) Certification by a surveyor, duly licensed by the state, to the effect that the plan represents a survey made by him/her, and that all the necessary survey monuments are correctly shown thereon, in accordance with section 82-8.

(10) The following certificates shall be placed on the plat in a manner that will allow them to be clearly visible on the final plat:

APPROVED BY THE TOWN OF WESTLAKE, TEXAS,

on the \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_\_.

ATTEST:

_____ Town Secretary	_____ Presiding Officer
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(11) Final plats shall be accompanied by two paper sets of record drawings and a digital copy of said record drawings. Additional requirements pursuant to a subdivision improvement agreement under Article 3 of this chapter shall also be met.

(12) Final plats shall be accompanied by a lot grading plan drawn at a scale of 100 feet to one inch in accordance with the town's Engineering Standards.

(13) When more than one sheet is used for a plat, a key map showing the entire subdivision at smaller scale with block numbers and street names shall be shown on one of the sheets or on a separate sheet of the same size.

(14) The subdivision improvement agreement and security, if required, in a form satisfactory to the town attorney and in accordance with Article 3 of this chapter, and shall include a provision that the property owner shall comply with all the terms of the final plat approval as determined by the Town Council.

(15) A plat fee, together with other authorized fees applicable to the development, in accordance with the fee schedule applicable at the time of plat filling.

(16) Certification by a surveyor to the effect that the plat represents a survey made by him/her and that all the monuments shown thereon actually exist, and that their location, size, and material description are correctly shown, and that the survey correctly shows the location of all visible easements and all rights-of-way, easements and other matters of record affecting the property being platted.

(17) Boundary survey closure and area calculations.

(18) Protective covenants (deed restrictions) whereby the subdivider proposes to regulate land use or development standards in the subdivision.

(19) The accurate location, material, and size of all monuments approved by the town engineer. For subdivisions larger than 30 acres, global positioning systems (GPS) shall be used to establish the location of a minimum of two corners of the subdivision or addition. The establishing of the location of one additional monument by global positioning systems may be required for each additional 20 acres or fraction thereof for developments that are larger than 50 acres. These monuments shall be tied vertically and horizontally to the town's existing global positioning systems coordinate system. All global positioning system coordinates shall be determined such that the maximum error does not exceed 0.1 feet. Elevations and the location of all other subdivision corner monuments shall be established to at least third order accuracy.

(20) Title information. Each plat submitted for preliminary site evaluation shall be accompanied by a certificate or letter from a title guaranty company or title attorney indicating a current search and certifying to at least the following concerning title to the land:

- a. Name of the fee owner as of the date of examination and the date, file number, volume and page of the recording of the deed involved.
- b. The name, file number, date of filing and volume and page of any lien-holders.
- c. A general description of any existing easements or fee strips granted, along with the file number, date of filing, and volume and page of recording.

(21) That all residential final plats contain the following owner's dedication language:

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT [Name of Property Owner(s)] DO HEREBY ADOPT THIS PLAT, DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS [Name of Subdivision], AN ADDITION TO THE TOWN OF WESTLAKE, [TARRANT or DENTON] COUNTY, TEXAS. THE EASEMENTS THEREON ARE HEREBY RESERVED FOR THE PURPOSES INDICATED. THE UTILITY AND FIRE LANE EASEMENTS SHALL BE HELD IN TRUST FOR THE PUBLIC BY THE TOWN, AND AS APPLICABLE, OPEN TO FIRE AND POLICE UNITS, GARBAGE AND RUBBISH COLLECTION AGENCIES AND THE PUBLIC AND PRIVATE UTILITIES SPECIFICALLY APPROVED BY THE TOWN OF WESTLAKE FOR THE USE OF A PARTICULAR EASEMENT OR THE PUBLIC. THE MAINTENANCE OF PAVING OR ANY OTHER SURFACE ON THE UTILITY AND FIRE LANE EASEMENTS IS THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED,

RECONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN. SAID EASEMENTS BEING HEREBY RESERVED FOR MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES SPECIFICALLY APPROVED BY THE TOWN OF WESTLAKE. ANY PUBLIC UTILITY SPECIFICALLY APPROVED BY THE TOWN OF WESTLAKE TO USE A PARTICULAR EASEMENT SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WITHIN THE EASEMENT OR RIGHT-OF-WAY WHICH IN ANY WAY MAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS SYSTEM ON THE EASEMENT AND THAT PUBLIC UTILITY SHALL AT ALL TIMES HAVE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM AND UPON THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS SYSTEM, SUBJECT TO COMPLYING WITH ALL ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE TOWN OF WESTLAKE, TEXAS. THE TOWN OF WESTLAKE, TEXAS, AND THE PUBLIC UTILITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO PRIVATE PROPERTY FOR THE PURPOSE OF READING METERS, MAINTENANCE AND SERVICE REQUIRED OR ORDINARILY PERFORMED BY THAT UTILITY.

WATER MAIN AND WASTEWATER EASEMENTS SHALL ALSO INCLUDE ADDITIONAL AREA OF WORKING SPACE FOR CONSTRUCTION AND MAINTENANCE OF THE SYSTEMS. ADDITIONAL AREA IS ALSO CONVEYED FOR INSTALLATION AND MAINTENANCE OF MANHOLES, CLEANOUTS, FIRE HYDRANTS, WATER SERVICES AND WASTEWATER SERVICES FROM THE MAIN TO THE CURB OR PAVEMENT LINE. DESCRIPTION OF THESE ADDITIONAL EASEMENTS HEREIN GRANTED SHALL BE DETERMINED BY THEIR LOCATION AS INSTALLED.

THIS PLAT IS APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE TOWN OF WESTLAKE, TEXAS.

WITNESS MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
\_\_\_\_\_.

By:

[Name of Property Owner(s)]

STATE OF TEXAS           §

§

COUNTY OF TARRANT   §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED [Name of Property Owner(s)] , KNOWN TO ME TO BE THE ONE WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

NOTARY PUBLIC, STATE OF TEXAS

All nonresidential final plats shall contain the following owner's dedication language:

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT \_\_\_\_\_, DO HEREBY ADOPT THIS PLAT, DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS \_\_\_\_\_, AN ADDITION TO THE TOWN OF WESTLAKE, [TARRANT or DENTON] COUNTY, TEXAS. THE EASEMENTS THEREON ARE HEREBY RESERVED FOR THE PURPOSES INDICATED, AND IN ACCORDANCE WITH THE EASEMENT DOCUMENTS FILED WITH THE TOWN OF WESTLAKE AND [TARRANT or DENTON] COUNTY. THE UTILITY AND FIRE LANE EASEMENTS SHALL BE OPEN TO FIRE AND POLICE UNITS, GARBAGE AND RUBBISH COLLECTION AGENCIES AND THE PUBLIC AND PRIVATE UTILITIES FOR WHICH THE EASEMENT IS RESERVED, AND AS SPECIFICALLY APPROVED BY THE TOWN OF WESTLAKE FOR THE USE OF A PARTICULAR EASEMENT. THE MAINTENANCE OF PAVING OR ANY OTHER SURFACE ON THE UTILITY AND FIRE LANE EASEMENTS IS THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER. NO BUILDINGS, OR OTHER PERMANENT IMPROVEMENTS SHALL BE CONSTRUCTED, RECONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN. SAID EASEMENTS BEING HEREBY RESERVED FOR USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES FOR WHICH THE EASEMENT IS RESERVED, AND AS SPECIFICALLY APPROVED BY THE TOWN OF WESTLAKE. ANY PUBLIC UTILITY FOR WHICH THE EASEMENT IS RESERVED, AND AS SPECIFICALLY APPROVED BY THE TOWN OF WESTLAKE TO USE A PARTICULAR EASEMENT SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS OR

OTHER IMPROVEMENTS WHICH IN ANY WAY MAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS SYSTEM IN THE EASEMENT AND THAT PUBLIC UTILITY SHALL AT ALL TIMES HAVE FULL RIGHT OF INGRESS AND EGRESS UPON THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, AND MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS SYSTEM, SUBJECT TO COMPLYING WITH ALL ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE TOWN OF WESTLAKE, TEXAS, AND IN ACCORDANCE WITH THE EASEMENT DOCUMENTS FILED WITH THE TOWN OF WESTLAKE AND [TARRANT or DENTON] COUNTY. THE TOWN OF WESTLAKE, TEXAS, AND THE PUBLIC UTILITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO PRIVATE PROPERTY FOR THE PURPOSE OF READING METERS, MAINTENANCE AND SERVICE REQUIRED OR ORDINARILY PERFORMED BY THAT UTILITY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS PLAT, THE OWNERS, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, RESERVE AND RETAIN THE RIGHT TO GRANT OTHER RIGHTS AND EASEMENTS ACROSS, OVER OR UNDER THE EASEMENT TRACT(S) TO SUCH OTHER PERSONS AS THE OWNERS DEEM PROPER, PROVIDED SUCH OTHER GRANTS ARE SUBJECT TO THE EASEMENTS TO THE TOWN OF WESTLAKE GRANTED IN THIS PLAT OR THE EASEMENT DOCUMENTS, AND THE USES GRANTED DO NOT MATERIALLY INTERFERE WITH THE USE OF SAID EASEMENTS BY THE TOWN OF WESTLAKE FOR THE PURPOSES SET FORTH HEREIN AND THE TOWN APPROVES SAID ADDITIONAL EASEMENTS OR ADDITIONAL USES IN WRITING. ANY DAMAGES TO FACILITIES LOCATED IN SAID EASEMENTS AS A RESULT OF THE USE GRANTED TO SUCH OTHER PERSON SHALL BE PROMPTLY REPAIRED BY SUCH OTHER PERSON, AND THE TOWN OF WESTLAKE SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO SUCH OTHER PERSON'S FACILITIES IN CONNECTION WITH THE USE OF SAID EASEMENT BY THE TOWN OF WESTLAKE.

IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS PLAT, THE OWNERS, AND THEIR SUCCESSORS AND ASSIGNS, MAY USE THE EASEMENT TRACT(S) IDENTIFIED IN THE EASEMENT DOCUMENTS, AND SHOWN WITHIN THE BOUNDARIES OF THE PLATTED PROPERTY FOR PAVING, PEDESTRIAN WALKWAY, PARKING, LANDSCAPING AND AERIAL IMPROVEMENT PURPOSES (THE "IMPROVEMENTS"), WHICH DO NOT MATERIALLY INTERFERE WITH OR PREVENT THE USE BY THE TOWN OF WESTLAKE OF SAID EASEMENTS FOR THE PURPOSES SET FORTH HEREIN. ANY DAMAGES TO FACILITIES

LOCATED IN THE EASEMENTS IDENTIFIED ON THE PLATTED PROPERTY AS A RESULT OF SUCH USES SHALL BE PROMPTLY REPAIRED BY THE THEN-CURRENT OWNER OF THE PLATTED PROPERTY THAT CAUSED SUCH DAMAGE, AND THE TOWN OF WESTLAKE SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGES TO THE IMPROVEMENTS IN CONNECTION WITH THE USE OF SAID EASEMENTS BY THE TOWN OF WESTLAKE.

THIS PLAT IS APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE TOWN OF WESTLAKE, TEXAS.

WITNESS MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_, \_\_\_\_\_.

By:

[Name of Property Owner(s)]

STATE OF TEXAS            §

§

COUNTY OF [TARRANT or DENTON]    §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED [Name of Property Owner(s)] , KNOWN TO ME TO BE THE ONE WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

NOTARY PUBLIC, STATE OF TEXAS

(d) Distribution and review.

(1) Distribution of copies. Final plats and engineering plans shall be distributed by the town engineer or town secretary.

(2) Staff report. A staff report shall be prepared and a copy provided to the applicant and submitted prior to the planning and zoning commission hearing on the final subdivision plat application stating the comments of the subdivision review. After preparation of the report, the final plat and report shall be filed with the planning and zoning commission for consideration at its next regularly scheduled meeting.

(e) Standards for approval; requirements.

(1) Standards for approval. No final plat shall be recommended or approved by the town engineer, planning and zoning commission or Town Council unless the following standards have been met:

a. The plat substantially conforms to the preliminary site evaluation, if a preliminary site evaluation was required.

b. Required public improvements have been constructed and accepted or a subdivision improvement agreement has been accepted by the town providing for the subsequent completion of improvements.

c. The plat conforms to the town's Comprehensive Plan, Thoroughfare Plan, Master Plans for Utilities and Drainage, and all applicable zoning and other regulations.

d. Provision has been made for adequate public facilities under the terms of this chapter.

e. The plat meets all other requirements of this chapter.

f. Payment of all fees has been made.

(2) Requirement for approval. The town engineer, planning and zoning commission or Town Council shall recommend or approve the plat if:

a. It conforms to the town's Comprehensive Plan and the Master Plan for Utilities and Drainage and its current and planned streets, alleys, parks, open space, and public utility facilities;

b. It conforms to the town's Comprehensive Plan and the Master Plan for Utilities and Drainage for the extension of roads, streets, and public highways within the town and in its extraterritorial jurisdiction, taking into account access to and extension of sewer and water mains and the instrumentalities of public utilities;

c. Any applicable bonds are filed; and

d. It conforms to subsection (e)(1) "Standards for Approval" of this section.

(f) Approval procedure; recording of action.

(1) Approval procedure. After review of the final plat, the town engineer shall place the final plat for decision on the agenda of a public meeting of the planning and zoning commission. Minor plats may be approved by the engineer or referred to the Planning and Zoning Commission and Town Council. Following review of the final plat and other materials submitted for conformity thereof to these regulations, the planning and zoning commission shall recommend approval or denial of the submitted final plat to the Town Council.

a. Recommended approval. Final plats recommended for approval shall be filed for hearing by the Town Council.

b. Recommended denial. Final plats not recommended for approval may be processed in one of the two following ways:

1. Final plat may be withdrawn and revised in accordance with the recommendations of the planning and zoning commission and refiled for reconsideration at a regularly scheduled planning and zoning commission meeting; or

2. The final plat recommended for denial may be filed for hearing at the next regularly scheduled Town Council meeting, with or without the recommend changes.

c. Minor plats.

Minor plats may be approved as set out in this chapter and state law.

(2) Recording of commission action. The action of the planning and zoning commission shall be noted on two copies of the final plat, referenced and attached to any conditions determined. One copy shall be returned to the subdivider or developer and the other retained in the files of the town staff. A notation of the action taken on each final plat and requisite reasons therefor shall be entered in the minutes of the planning and zoning commission.

(g) Certificate of compliance. Upon final approval of a final plat required by these regulations, the Town Council shall issue to the person applying for approval a certificate stating that the final plat has been approved by the town. For purposes of this section, final approval shall not occur until all conditions of approval have been met.

(h) Effect of decision.

(1) Effect of approval of final plat. Approval of a final plat shall certify compliance with the regulations of the town pertaining to the subdivision of land. An approved and signed final plat may be filed with the county as a record of the subdivision of land and may be used to reference lots and interests in property thereon defined for the purpose of conveyance and development as allowed by these regulations.

(2) Effect of denial. In the case of a denial of a final plat, the town shall advise the subdivider as to future requirements to obtain approval of the plat.

(i) Signing and recording of final plat.

(1) When improvement agreement and security are required. When a subdivision improvement agreement and security are required, the presiding officer and the town secretary shall endorse approval on the final plat after the agreement and security have been approved by the Town Council, and all the conditions pertaining to the final plat have been satisfied.

(2) When installation of public improvements is required. There shall be written evidence that the required public facilities have been installed in a manner satisfactory to the town as shown by a certificate signed by the town engineer stating that the necessary dedication of public lands and installation of public improvements has been accomplished.

(3) Recording final plat and agreements. It shall be the responsibility of the town engineer to file the final plat with the county clerk. Simultaneously with the filing of the final plat, the town engineer shall record such other agreements of dedication and legal documents as shall be required by these regulations. The final plat bearing all required signatures, shall be recorded after final approval. One copy of the recorded final plat will be forwarded to the property owner by the town engineer.

**SECTION 3:** All rights and remedies of the Town of Westlake, Texas, are expressly saved as to any and all violations of the provisions of the prior ordinance sections which existed at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, the same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 4:** It is hereby declared to be the intention of the Town Council of the Town of Westlake, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the Town Council of the Town of Westlake without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

**SECTION 5:** This Ordinance shall be cumulative of all provisions of ordinances of the Town except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**SECTION 6:** This ordinance shall take effect immediately from and after its passage as the law in such case provides.

**PASSED AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.**

\_\_\_\_\_  
Laura Wheat, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Edwards, Town Secretary

\_\_\_\_\_  
Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
L. Stanton Lowry, Town Attorney

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# Planning and Zoning

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Item # 5 – Adjournment  
Work Session

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Back up material has not  
been provided for this  
item.

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**MINUTES OF THE  
TOWN OF WESTLAKE, TEXAS  
PLANNING AND ZONING COMMISSION MEETING**

**April 25, 2016**

**PRESENT:** Chairman Tim Brittan, Commissioners Liz Garvin, Ryan Groce, and Michelle Lee. Greg Goble arrived at 4:54 p.m. Alternate present: Sharon Sanden

**ABSENT:** Alternate Ken Kraska

**OTHERS PRESENT:** Town Manager Tom Brymer, Town Attorney Stan Lowry, Town Secretary Kelly Edwards, Assistant Town Manager Amanda DeGan, Director of Public Works Jarrod Greenwood, Finance Director Debbie Piper, Director of Park & Recreation and Facilities Troy Meyer, Director of Information Technology Jason Power, and Management Intern Joel Enders.

**Regular Session**

**1. CALL TO ORDER**

Chairman Brittan called the regular session to order at 4:07 p.m.

**2. DISCUSSION AND CONSIDERATION OF THE MINUTES FROM THE MEETING HELD ON MARCH 21, 2016.**

**MOTION:** Commissioner Groce made a motion to approve the minutes. Commissioner Garvin seconded the motion. The motion carried by a vote of 4-0.

**3. CONDUCT A PUBLIC HEARING AND CONSIDER A RECOMMENDATION REGARDING A PLANNED DEVELOPMENT ZONING DISTRICT (PD) SITE PLAN FOR AN APPROXIMATELY .58-ACRE PORTION OF PLANNED DEVELOPMENT DISTRICT 1, PLANNING AREA 2 (PD 1-2), ESTABLISHED BY ORDINANCE 703 FOR THE PROPERTY GENERALLY LOCATED SOUTH OF STATE HIGHWAY 114, EAST OF DAVIS BOULEVARD, AND NORTH OF SOLANA BOULEVARD, COMMONLY KNOWN AS WESTLAKE ENTRADA. THE AREA SHOWN ON THIS PD SITE PLAN IS A PORTION OF THE ENTRADA RESIDENTIAL AREA, AND IS LOCATED NEAR THE INTERSECTION OF SOLANA BOULEVARD, GRANADA TRAIL, AND CORTES DRIVE.**

Management Intern Enders and Mr. Robin McCaffrey, Mesa Planning, provided a presentation and overview of the item.

Mr. Ralph Bush, Bush Design & Associates, representing the applicant, provided an overview of the proposed residential area.

Discussion ensued regarding the archetype, connectivity, square footage per unit, proposed lake lots, phasing schedule, density per lot, additional parking for residences, speed limits, similar materials, satellite dishes, deed restrictions, maintenance agreement with the HOA/POA, storm drainage, streets, landscaping, trash and recycling locations, and the ability to allow for larger homes.

Chairman Brittan opened the public hearing.

No one addressed the Commission.

Chairman Brittan closed the public hearing.

**MOTION:** Commissioner Lee made a motion to recommend approval of the Specific Use Permit with the following conditions: 1. Fulfillment of all zoning requirements as set out in Ordinance 703 in addition to the conditions accepted by the Town Council at the time of zoning approval (April 22, 2013). 2. All the Development Plan conditions for approval established in Ordinance 720 (adopted October 28, 2013) apply to this PD Site Plan. 3. All building elevations shown on this PD Site Plan include the requirement that structures meet all aspects of the Entrada Design Guidelines established in Ordinance 703 and Ordinance 760. 4. Town Staff will review and approve a materials sample palette that shall be presented at the time building plans are submitted for review and said materials must comport to elevations as presented to the Staff and the Planning & Zoning Commission. 5. Where building walls face the street, particularly at intersections, the Town may require wall mounted, ceramic tile street name signs as shown in the approved Design Guidelines in the interest of space and/or aesthetics. 6. The following statements shall be added to the PD Site Plan to clarify the scope of Site Plan approval: 1) PD Site Plans are

recommended for approval based on a determination that the plans reflect general compliance with the approved PD Concept Plan, PD Development Plan, Master Landscape Plan, Design Guidelines, and other PD ordinance regulations. The individual building elevations are approved conceptually, subject to compliance with PD Design Guidelines to be shown in detail on construction plans that are to be submitted when applying for a building permit. 2) Construction Drawings submitted along with an application for a Building Permit will be reviewed for detailed compliance with Design Guidelines and compliance with the approved PD Site Plan as well as other PD ordinance regulations, the Code of Ordinances, the UDC, and the International Code Council (ICC) construction codes. 3) The individual lots shown on this PD Site Plan are approved conceptually, and must be reflected on an approved amended Final Plat prior to the issuance of any building permits for vertical construction. 7. A Certificate of Occupancy shall not be issued for any building shown on this PD Site Plan prior to the availability of adequate emergency access as determined by the Westlake Fire Marshal. Commissioner Groce seconded the motion. The motion carried by a vote of 5-0.

#### 4. ADJOURNMENT

There being no further business to come before the Commissioners, Chairman Brittan asked for a motion to adjourn.

**MOTION:** Commissioner Garvin made a motion to adjourn the meeting. Commissioner Goble seconded the motion. The motion carried by a vote of 5-0.

Chairman Brittan adjourned the meeting at 5:06 p.m.

**APPROVED BY THE PLANNING AND ZONING COMMISSION ON AUGUST 1, 2016.**

ATTEST:

\_\_\_\_\_  
Chairman, Tim Brittan

\_\_\_\_\_  
Kelly Edwards, Town Secretary



# Westlake Planning and Zoning Commission



## TYPE OF ACTION

Regular Meeting - Action Item

**Monday, August 01, 2016**

**TOPIC:** Conduct a Public Hearing and Consider Recommendation of an application to replat an approximately 2.616-acre portion of Planned Development District 1, Planning Area 2 (PD 1-2), established by Ordinance 703 for the property generally located south of State Highway 114, east of Davis Boulevard, and north of Solana Boulevard, commonly known as Westlake Entrada. The replat shows Block I, Lots 1 and 2X, and Block J, Lots 11-16, 17X, 18X, and 19X; the proposed lots are located near the intersection of Solana Boulevard, Granada Trail, and Cortes Drive.

**STAFF CONTACT:** Joel Enders, Development Coordinator & Management Analyst

## Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme &amp; Results</u>	<u>Outcome Objective</u>
Planned / Responsible Development	Citizen, Student & Stakeholder	High Quality Planning, Design & Development - We are a desirable well planned, high-quality community that is distinguished by exemplary design standards.	Preserve Desirability & Quality of Life
<b><u>Strategic Initiative</u></b>			
Outside the Scope of Identified Strategic Initiatives			

**Time Line - Start Date:** August 1, 2016    **Completion Date:** August 22, 2016

**Funding Amount:** 00.00    **Status -**  **Not Funded**    **Source -** N/A

## EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

Ordinance 761, approved December 14, 2015, approved a final plat of Entrada that included Block M (Primrose site), Block N (CVS Site), Block O (Information Center site), and Block A (Retail Corner site). The remainder of Entrada Phase I was platted as **Block B, Lot 1** (see Attachment 1). This final plat was approved in an effort to accommodate closing deadlines related to a CVS Pharmacy and Primrose School, and was accompanied by an amendment to the Development Agreement (Res. 15-35, attached) to ensure timely completion of infrastructure and acquisition of offsite easements necessary to serve Blocks M, N, O, and A. At the time

Ordinance 761 was approved, it was understood that the developer would eventually need to replace Block B, Lot 1 via replat or replats in order to fully define the necessary lots, easements, rights-of-way, roads, etc. that were omitted from the first plat.

Instead of a single, comprehensive replat, the developer has chosen to submit a number of replats that define sections of what is currently Block B, Lot 1. The application under consideration establishes (1) Block J, including six residential lots, related easements, and rights-of-way, (2) Block I Lot 1, (3) portions of Catalonia Drive, Cardona Drive, Cortes Drive, and Castellon Drive, and (4) common area lots (depicted as lots 2X and 17X-20X on the replat). Residential vehicular access is provided by a public access and utility easement (Catalonia Court), which will be privately maintained but publicly accessible.

Pursuant to Entrada's zoning (Ordinance 703), every lot, parcel, and tract in the development is subject to PD Site Plan approval. Elevations, lot layout, and architectural details related to Block J were approved via PD Site Plan on April 25, 2016 (Ord. 783), and Town staff has determined that the plat under consideration substantially comports to the approved PD Site Plan. A PD Site Plan for Block I is currently in the process of review and revision by Town staff and the developer. When this PD Site Plan is brought forward for legislative approval, a replat of Block I will be required in order to establish the lots, easements, rights-of-way, roads, etc. necessary to support that specific area.

Town staff has determined that the subject replat substantially comports to the Entrada Development Plan (Ordinance 720) and Preliminary Plat (Resolution 13-32).

Approval of this final plat is a prerequisite to the issuance of building permits for the first six residential homes, but is not the only remaining requirement that the developer must meet:

1. Resolution 14-46 (attached), which amends the Entrada Economic Development agreement, specifies that **the developer must pay the Town \$10,000 per residential unit depicted on the approved PD Site Plan prior to the signing of each respective plat**, to be used for the benefit of Westlake Academy.
2. Exhibit A, Section 3(F) of the Entrada Development Agreement (Resolution 13-34, attached), states that **“There will be no building permits for the Development issued until all public and private infrastructure for Phase 1, as shown on the approved Development Plan and Preliminary Plat for the Development, has been completed and accepted by the Town**, unless a separate agreement for issuance of building permits that amends this Agreement has been entered into and agreed to by the Town and the Developer.” Note that the amendment to the Entrada Development Agreement specified in Resolution 15-35 (attached) are only applicable to Blocks M, N, O, and A, and do not apply to the area shown on this subject replat.

Staff recommended the amendment to the Entrada Development Agreement in order to facilitate initial development; the developer may begin vertical construction prior to infrastructure completion and acceptance in Blocks M, N, O, and A, but all public and private infrastructure must be completed and accepted by the Town prior to the issuance of a Certificate of Occupancy for any residential or commercial structure. All public and private infrastructure associated with

areas of Phase 1 outside these four blocks must be completed and accepted prior to the issuance of any building permit for vertical construction.

The developer has preliminarily approached Town staff regarding modification of Entrada's phasing plan, which would require additional amendments to the Entrada Development Agreement and the approval of Town Council. However, in no circumstance will Town staff recommend any agreement that would allow for the issuance of a building permit prior to the completion and acceptance of all public and private infrastructure necessary to serve a particular area.

### **RECOMMENDATION**

Staff recommends approval of this application for replat.

### **ATTACHMENTS**

1. Existing Entrada Final Plat, approved 12/14/15 (Ord. 761)
2. Amendment to Entrada Economic Development Agreement, Resolution 14-46
3. Entrada Development Agreement, Resolution 13-34
4. Amendment to Entrada Development Agreement, Resolution 15-35
5. Replat document for consideration



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**TOWN OF WESTLAKE**

**RESOLUTION 14-46**

**A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, APPROVING AMENDMENTS ONE OF ONE TO THE ECONOMIC DEVELOPMENT AGREEMENT WITH MAGUIRE PARTNERS, L.P. RELATED TO THEIR DEVELOPMENT KNOWN AS ENTRADA IN WESTLAKE, TEXAS AND AMENDMENTS ONE OF ONE TO THE ECONOMIC DEVELOPMENT AGREEMENT AND TO THE DEVELOPMENT AGREEMENT RELATED TO THEIR DEVELOPMENT IN WESTLAKE, TEXAS KNOWN AS GRANADA .**

**WHEREAS**, the Town of Westlake is experiencing planned growth through the attraction of economic development projects such as Fidelity Investments and Deloitte University, residential developments such as Vaquero, Glenwyck Farms, Terra Bella, Granada, and Entrada which are consistent with the Town's Comprehensive Plan, as well as enrollment growth at Westlake Academy, all of which contribute to demand for improvements to Westlake's infrastructure and public buildings, and

**WHEREAS**, the Town of Westlake (Town) and Maguire Partners, L.P. (the Developer) desire to enter into a partnership to continue this planned growth through amendments to existing development and economic development agreements previously approved for the Developer's projects, Entrada and Granada, now under development in the Town, and

**WHEREAS**, the Town has an economic development policy adopted by Resolution 06-19, and

**WHEREAS**, the agreements that the Town and the Developer wish to amend are the Economic Development Agreement for Entrada approved by the Town in Resolution 13-17 on April 22, 2013, the Economic Development Agreement for Granada approved by the Town in Resolution 13-09 on February 25, 2013, and the Development Agreement for the Granada approved by the Town on June 17, 2013, and

**WHEREAS**, the Town Council finds that the passage of this Resolution is in the best interest of the citizens of Westlake.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS:**

**SECTION 1:** THAT, all matters stated in the Recitals hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

**SECTION 2:** THAT, the Town Council of the Town of Westlake, Texas, hereby approves Amendment One of One to the Entrada Economic Development Agreement originally approved on April 22, 2013 in Resolution 13-17, Amendment One of One to the Granada Economic Development Agreement originally approved on February 25, 2013 in Resolution 13-

09, and Amendment One of One to the Granada Development Agreement originally approved on June 17, 2013 in Resolution 13-25, and all such amendments to these agreements are attached hereto to this resolution as *Exhibits A, B, and C* respectively.

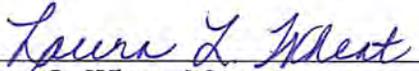
**SECTION 3:** THAT, the Town Council of the Town of Westlake further authorizes the Town Manager to execute said amendments to said agreements on behalf of the Town of Westlake.

**SECTION 4:** If any portion of this resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

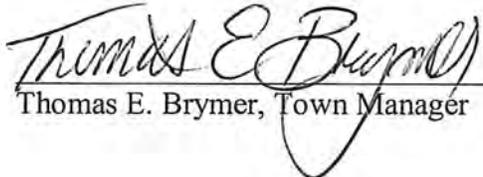
**SECTION 5:** That this resolution shall become effective from and after its date of passage.

**PASSED AND APPROVED ON THIS 15TH DAY OF DECEMBER, 2014.**

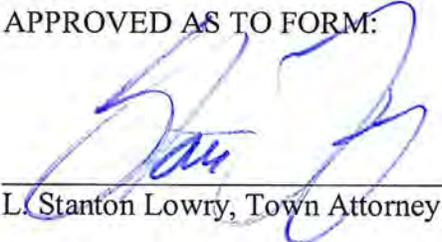
ATTEST:

  
Laura L. Wheat, Mayor

  
Kelly Edwards, Town Secretary

  
Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

  
L. Stanton Lowry, Town Attorney

**EXHIBIT A TO RESOLUTION NO. 14-46**

**FIRST AMENDMENT TO THE ENTRADA ECONOMIC DEVELOPMENT AGREEMENT**

**THIS AMENDMENT ONE (1) OF ONE (1) TO THE TOWN OF WESTLAKE ECONOMIC DEVELOPMENT AGREEMENT (aka “the Amendment”) ESTABLISHED WITH THE ADOPTION OF RESOLUTION 13-17 AS ADOPTED BY THE WESTLAKE TOWN COUNCIL FOR THE ENTRADA DEVELOPMENT** is made and entered into this 15th day of December, 2014, by and between the Town of Westlake, Texas (the “Town”), and Maguire Partners-Solana Land, L.P., a Texas limited partnership (the “Developer”).

**WITNESSETH:**

The Entrada Development (“Development”) is a master planned mixed use project to be constructed in Westlake and is currently being developed by Developer; and

On April 22, 2013, the Town and the Developer entered into the Economic Development Agreement (the “Economic Development Agreement”) cited above which addressed various development issues related to the Entrada Development (the “Development” as defined in this agreement and provided for the payment of certain fees, the timing of certain construction and the dedication of certain property, among others; and

The Developer and the Town desire to amend the Economic Development Agreement contained in Resolution 13-17 with the amendments herein.

In consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Developer covenant and agree as follows:

**1. The Economic Development Agreement Adopted by Resolution 13-17 Remains in Full Force and Effect.** The Town and Developer acknowledge and agree that, except to the extent amended herein, all provisions and terms contained in the Economic Development Agreement as adopted by Resolution 13-17, including any other amendments or addenda to the Economic Development Agreement besides this Amendment to the Economic Development Agreement, remain in full force and effect.

**2. Specific Amendments Contained in this Amendment One (1) of One (1) to the Economic Development Agreement Adopted by Resolution 13-17 shall be amended as follows:**

**5.2. Required Improvements - The Partnership’s Specific Obligations.**

- (a) In exchange for the Town’s consideration of offering Program Resources, the Partnership agrees to pay to the Town the sum of \$10,000 for each ~~single family detached residential unit home/villa and \$5,000 for each~~ ~~Townhome and/or Condominium residence~~ depicted on the approve Site

Plan(s) which shall be used for the benefit of the Westlake Academy. The amount of payment will be calculated by multiplying the number of ~~single family detached residential lots units depicted on each approved Site Plan by \$10,000, and multiplying the number of Townhome and/or Condominium residences lots depicted on each approved Site Plan by~~ \$5,000 which shall be due and payable to the Town prior to the signing of each respective final plat. Any residential use allowed by zoning located on a lot in the Development that has been final platted, but the residential fee for Westlake Academy has not been paid, shall pay said fee at the time of application for a building permit.

~~(h) The Partnership will designate and reserve a site of a size (acreage) deemed appropriate by the Town at a mutually agreeable location on the Final Plat in anticipation of construction of a future Town Hall. The land will remain under the fee simple ownership of the Partnership. The land will remain undeveloped and designated for a Town Hall site for five (5) years commencing on the date of execution of this economic Development Agreement. If after the expiration of the five (5) years, the Town has not entered into an agreement with the Partnership to construct a Town Hall, the reservation of the property for a Town Hall site will be removed and the Partnership shall be allowed to develop the property subject to compliance with all PD 1-2 zoning requirements and development regulations.~~

(h) Developer agrees to immediately convey fee simple by warranty deed Tract 17 as shown on the Public Improvement District (PID) Appraisal prepared by Jackson Claiborne, Inc. dated November 15, 2014, the Development Agreement for Entrada approved by the Town on October 28, 2013, the metes and bounds description for this tract, and the preliminary plat for Entrada approved by the Town on October 28, 2013 all of which are attached as exhibits to this Amendment. Said conveyance of said tract will be without any conditions, encumbrances, and liens on the tract other than CCR's approved by the Town and design criteria established by the Town and Developer for this development. Further, the Developer agrees to convey to the Town this Tract 17 with no current or future PID assessments.

### 5.3. Required Improvements - Town of Westlake Specific Obligations

~~(e) The Town will consider locating a Town Hall and/or other public buildings in the Development. The schedule and phasing for such public improvements and specific terms of Town participation will be enumerated in a Developer Agreement to be considered by the Town prior to, or after, the Partnership begins construction.~~

3. **Binding Obligation.** This Amendment to the Economic Development Agreement shall become a binding obligation of the signatories upon execution by all signatories hereto. The

Town warrants and represents that the individual executing this Amendment to the Development Agreement on behalf of the Town has full authority to execute this Amendment to the Development Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Amendment to the Economic Development Agreement on its behalf has full authority to execute this Amendment to the Economic Development Agreement and bind it to the same.

4. **Authorization.** The Town Council shall authorize the Town Manager of the Town to execute this Amendment to the Economic Development Agreement on behalf of the Town.

5. **Severability.** In the event any provision of this Amendment to the Development Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Amendment to the Development 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.

7. **Filing in Deed Records.** This Amendment to the Development Agreement shall be filed in the deed records of Tarrant County, Texas. The provisions of this Amendment to the Development Agreement shall be deemed to run with the Property and shall be binding on heirs, successors and assigns of Developer.

8. **Notices.** Any notices required or permitted to be given hereunder 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:

To the Town:           Attn: Thomas E. Brymer  
Town Manager  
3 Village Circle, Suite 202  
Westlake, Texas 76262  
FAX: 817.430.1812

With a copy to:       Attn: L. Stanton Lowry  
Town Attorney  
Boyle & Lowry, L.L.P.  
4201 Wingren, Suite 108  
Irving, Texas 75062  
FAX: 972.650.7105

To the Developer:    Attn: Mehrdad Moayedi  
1800 Valley View Lane, Suite 300  
Farmers Branch, Texas 75234  
FAX: 817.391.2501

With a copy to:       Miklos Law, PLLC  
Attn: Robert Miklos  
1800 Valley View Lane, Suite 360

Farmers Branch, Texas 75234  
E-mail: robert@mikloslegal.com

9. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of this the 15<sup>th</sup> day of December, 2014.

ATTEST:

**TOWN OF WESTLAKE**



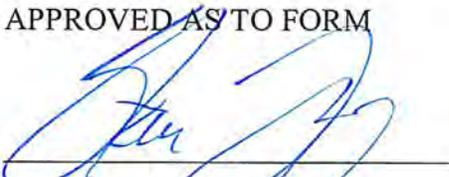
Name: Kelly Edwards  
Title: Town Secretary

By: 

Name: Thomas E. Brymer  
Title: Town Manager

Date: 12/16/14

APPROVED AS TO FORM



Name: L. Stanton Lowry  
Title: Town Attorney

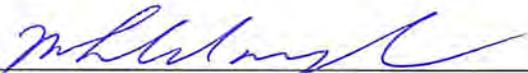


**DEVELOPER**

**MAGUIRE PARTNERS-SOLANA LAND, L.P.**

By: MMM Ventures, LLC, its general partner

By: 2M Ventures, LLC, its manager

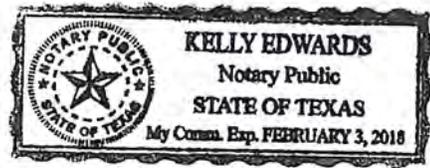
By:   
Mehrdad Moayedi, Manager

STATE OF TEXAS                    )  
  )  
COUNTY OF Tarrant            )

This instrument was acknowledged before me on the 15 day of December, 2014, by Mehrdad Moayedi in his capacity as Manager of Maguire Partners-Solana Land, L.P., 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 Maguire Partners-Solana Land, L.P.

  
Notary Public, State of Texas

My Commission Expires:  
2/3/18



108  
**TOWN OF WESTLAKE**

**RESOLUTION 13-34**

**A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, APPROVING A DEVELOPMENT AGREEMENT WITH MAGUIRE PARTNERS, L.P. RELATED TO THEIR DEVELOPMENT KNOWN AS ENTRADA IN WESTLAKE, TEXAS.**

**WHEREAS**, the Town of Westlake is experiencing planned growth through the attraction of economic development projects such as Fidelity Investments and Deloitte University, residential developments such as Vaquero, Glenwyck Farms, Terra Bella, and Granada, and Entrada which are consistent with the Town's Comprehensive Plan, as well as enrollment growth at Westlake Academy, all of which contribute to demand for improvements to Westlake's infrastructure and public buildings, and

**WHEREAS**, the Town of Westlake (Town) and Maguire Partners, L.P. (the Developer) desire to enter into a partnership to continue this planned growth through a development agreement which sets out responsibilities for the Developer as a part of their development known as Entrada (the zoning for which was approved in Ordinance 703 approved on April 22, 2013) regarding off-site costs, the need for which are created by the Entrada development, including Solana Boulevard improvements, traffic signals, contributions for Westlake Academy, as well as maintenance of public and private open spaces/amenities in and adjacent to said Entrada development, and

**WHEREAS**, the Town has an economic development policy adopted by Resolution 06-19 and the Town and the Developer have (per Resolution 13-17 approved on April 22, 2013) made commitments according to certain terms and conditions in an economic development agreement approved under this economic development policy; and

**WHEREAS**, the Town Council finds that the passage of this Resolution is in the best interest of the citizens of Westlake.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS:**

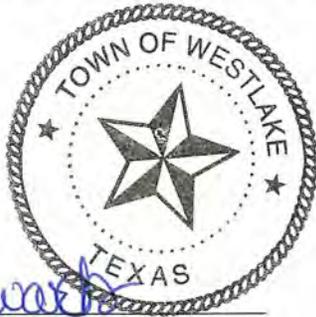
**SECTION 1:** THAT, all matters stated in the Recitals hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

**SECTION 2:** THAT, the Town Council of the Town of Westlake, Texas, hereby approves the Development Agreement with the Developer attached hereto as *Exhibit "A"*; and further authorizes the Town Manager to execute said agreement on behalf of the Town of Westlake.

**SECTION 3:** If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

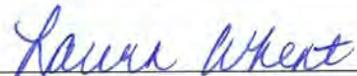
**SECTION 4:** That this resolution shall become effective from and after its date of passage.

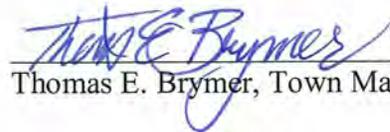
**PASSED AND APPROVED ON THIS 28<sup>TH</sup> DAY OF OCTOBER, 2013.**



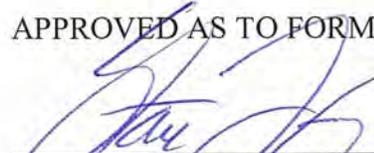
ATTEST:

  
Kelly Edwards, Town Secretary

  
Laura Wheat, Mayor

  
Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

  
Stan Lowry, Town Attorney

## EXHIBIT A

### **CENTURION AMERICAN, INC. DEVELOPMENT AND SUBDIVISION IMPROVEMENT AGREEMENT**

Agreement between the Town of Westlake, Texas, (the "Town"), Maguire Partners-Solana L.P. (the "Developer"), as sole owner and Developer of the property generally located on the east side of FM 1938, north of Solana Blvd. and south of SH 114 shown on the Entrada Boundary Description and Map, Attachment "A", attached hereto and incorporated herein by reference. This agreement concerns the development of a mixed-use development approved on April 22, 2013 by Ordinance No. 703 and described in the Economic Development Agreement adopted by Resolution No. 13-17 on April 22, 2013 for Planning Area 1-2 ("PD 1-2"), more commonly known as the "Development" and provisions for the installation of certain public improvements to support the development, easements and community facilities (the "improvements") located therein; and for the assurance of completion and maintenance thereof.

This Agreement shall solely relate to the development of PD 1-2 as has been determined by the submittal and approval of the Developer's zoning approved April 22, 2013 by Ordinance No. 703 and in the Economic Development Agreement approved by Resolution No. 13-17 approved on April 22, 2013.

#### **SECTION 1: DEFINITIONS**

In addition to the terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

Agreement shall mean this Development Agreement between the Town of Westlake and Centurion American, Inc.

Affiliate shall mean all entities, incorporated or otherwise, under common control with, controlled by or controlling the Developer. For purposes of this definition, "control" means fifty percent (50%) or more of the ownership determined by either value or vote.

Developer shall mean the Partnership and/or its Affiliates or assigns.

Development shall have the meaning ascribed to it in Section 2.A of this Agreement.

Development Plan shall an approved Development Plan completed by the Developer in compliance with Section 102-268 of the Town of Westlake Code of Ordinances and approved by the Town of Westlake which shall govern the approval of all Site Plans as defined in this section that are submitted for construction in the Development.

Economic Development Agreement shall mean that agreement and all its terms and conditions as approved by the Town Council on April 22, 2013 by Resolution 13-17 and approved by the Developer on April 22, 2013.

Entrada shall mean the mixed-use village planned development depicted on the Entrada Boundary Description and Map, Attachment "A", and as described in Section 1.A, consisting of retail, commercial, hotel, and entertainment uses and 322 residential units consisting of single family detached homes, townhomes and condominiums and as further described in Ordinance No. 703 as well as the Economic Development Agreement approved by the adoption of Resolution 13-17.

Partnership has the meaning ascribed to it in the preamble of this agreement.

PD1-2 shall mean the planned zoning district located on the tract shown on Exhibit A to this agreement as zoned by Ordinance No. 703 adopted April 22, 2013 and subject to the terms and conditions of the Economic Development Agreement adopted by the Town in Resolution 13-17 on April 22, 2013 and approved by the Developer that same date.

Property Owners Association shall mean an organization established by the Developer for the Development, the membership will be comprised of and mandatory for all owners of real property in the Development and whose Bylaws and Regulations as well as the Declaration of Restrictions, Covenants and Conditions shall be approved by the Town prior to filing in the Deed of Trust records of Tarrant County, Texas.

Public Improvement District or PID shall mean that special district as may be established for the Development as set out in Chapter 372 of the Texas Local Government Code and subject to the provisions of Article 5.3 of the Economic Development Agreement between the Town and the Developer as approved by both parties on April 22, 2013.

Residential Unit shall be defined by Ordinance No. 703 adopted on April 22, 2013 and shall include condominiums, townhomes, and single family detached residential units as defined in Ordinance No. 703. All residential units are custom homes as defined in this section of this Agreement.

Site Plan shall mean an approved Planned Development Site Plan comporting to an approved Development Plan completed by the Developer in compliance with Section 102-268 of the Town of Westlake Code of Ordinances and adopted by the Town of Westlake.

Town means the Town of Westlake, Texas, and its officials assigned by the Town Manager to review and approve submittals in accordance with the Town of Westlake Code of Ordinances and published standards, restrictions, rules and regulations.

Town Hall shall mean any building or buildings designated by the Town for governmental use associated with the administration and operations of the Town of Westlake.

## SECTION 2 GENERAL REQUIREMENTS FOR THE DEVELOPER

- A. Construction of Entrada Development. The Developer covenants to develop the Development property shown as Exhibit A to this Agreement as defined above in this agreement known as Entrada. Said Development known as Entrada will be a mixed-use development emulating a Spanish type village and consist of uses allowed in Ordinance No. 703 and the Economic Development Agreement approved by Resolution 13-17 including residential units, retail, office, hotel and entertainment uses.
- B. Completion Date of Development. The Developer covenants with the Town that all required public improvements (infrastructure and common area improvements) to be completed by the Developer hereunder, shall be completed no later than five (5) years following the date of issuance of a notice to proceed on Phase 1 as shown on the approved preliminary plat for Entrada.
- C. Completion of Agreement. This Agreement shall not be considered complete until:
1. Record drawings for all streets and utilities including street lighting in the development, certified by the Developer Engineer, are filed with the Town Engineer and provided as follows:
    - a. Three (3) sets of record drawings,
    - b. One (1) set of mylars,
    - c. Digital record drawings with GIS spatial data and coordinates compatible with the latest version of ArcView/ArcGIS
    - d. Digital record drawings compatible with the latest version of AutoCAD
  2. The Developer has fulfilled the requirements as specified in Section 4.B, Agreement to Escrow, of this agreement.
  3. The Town has issued a letter of acceptance and it has been filed as described in Section 2.C, Covenant Running with Land, of this agreement.
- D. Covenant Running With the Land. The covenants contained herein shall run with the land comprising the development and bind all successors, heirs and assignees of the Developer until all the improvements are complete and the Town Engineer provides a letter of acceptance of said improvements. At that time only the maintenance and other continuing obligations continue to bind all successors, heirs and assignees. In addition, this Agreement and the letter of acceptance for the improvements shall be filed on record in the Deed Records of Tarrant County, Texas as evidence thereof.

- E. Security for Completion of Public Improvements. The Developer shall obtain a performance bond with the Town as co-obligee from the general contractor and subcontractors to ensure completion of the required public improvements to be completed by the Developer, as stipulated in this Agreement, and assign such performance bond to the Town or cause the Town to be a co-obligee. The performance bond shall be in the amount of 100 percent of the funds estimated by the Town Engineer to be necessary to pay for all public and private infrastructure (excluding gas, electric, and telecommunications) according to approved plans. The bond amount shall be reduced on a pro-rata basis as the improvements are accepted by the Town Engineer as evidenced by a letter of acceptance. The Developer will have forty-five (45) calendar days to provide the performance bond from the date of approval of construction plans.
- F. Temporary Improvements. If temporary improvements related to this development are required by existing ordinances, statute or federal law, the Developer shall enter into and file a separate improvements agreement and escrow, or provide an authorized letter of credit, in an appropriate amount to ensure the proper construction, maintenance and removal of the temporary improvements. The Developer shall build and pay for all costs of temporary improvements required by the Town and shall maintain those improvements for the period specified by the Town. In addition to the foregoing, the Developer shall pay for a geotechnical site assessment and environmental assessment for all temporary accesses to the development. Any temporary road or roads to be constructed by the Developer to provide temporary access must comply with Town standards.
- G. Developer Engineer. The Developer must employ a civil engineer, architect or landscape architect, as appropriate, licensed to practice in the State of Texas, for the design and preparation of the plans and specifications for the construction of all improvements to be constructed by the Developer covered by this Agreement.
- H. Contractor Approval. On all public improvements for which the Developer awards its own construction contract(s), the Developer must employ a construction contractor that meets the Town's regulatory standards and statutory requirements for being insured, licensed and bonded to do work in public streets and/or public projects and be qualified in all respects to bid on public streets and upon public projects of similar nature, as the case may be.
- I. Responsibility for Contractor/Subcontractor Fees. On all public improvements for which the Developer awards its own construction contract(s) or subcontracts, the Developer shall be responsible for all costs incurred in the procurement of such services, labor and materials.
- J. Upkeep of Property While in Development. The Developer will be responsible

for mowing all grass and weeds and otherwise reasonably maintaining all land within the Development which has not been sold to third parties. After fifteen (15) calendar days written notice, should the Developer fail in this responsibility, the Town may contract for this service and bill the Developer for reasonable costs. Should the costs remain unpaid for thirty (30) calendar days after notice, the Town may file a lien on the property so maintained.

- K. Dedication of Property. If required by the Town Engineer, any dedication to the Town of real property as shown on the approved preliminary plat or final plat, including right-of-way and easements, shall include a metes and bounds description for conveyance by either final plat or separate instrument.
- L. Property Owners Association. The Developer shall establish a Property Owners Association for the Development with by-laws and regulations consistent with this Agreement and the Town's pertinent Ordinances and Development Codes. The Developer shall submit the organization documents to the Town Attorney for verification of the inclusion of pertinent terms of this Agreement and approval by the Town prior to the recordation of same. The Developer must file in the Deed Records of Tarrant County, Texas, a Declaration of Restrictions, Covenants and Conditions. All Declaration of Restrictions, Covenants and Conditions for the Development shall be approved by the Town prior to their filing in the Deed Records of Tarrant County, Texas. Membership in the Property Owners Association shall be mandatory for all owners of real property in the Development. The Property Owners Association shall establish an Architectural Control Committee as set out in the Restrictions, Covenants, and Conditions for the Development. In addition, the Developer or the Property Owners Association shall be responsible for maintaining all private streets, private infrastructure, and private and public common areas, open spaces and facilities, and for enforcing the restrictions, covenants, and conditions.

### **SECTION 3 CONSTRUCTION PROCEDURES FOR THE DEVELOPER**

- A. Engineering Standards. Developer covenants that all public works projects and improvements to be completed by the Developer shall be constructed in accordance with the PD1-2 engineering standards approved by the Town prior to issuance of the Town's authorization of construction to proceed.
- B. Pre-construction Conference. A pre-construction meeting for the construction of the improvements to be completed by the Developer between the Developer and Town Engineer is required. The Developer or contractor(s) and subcontractors shall furnish to the Town a list of all subcontractors and suppliers that will be providing greater than a \$10,000 value to the development. All contractors and subcontractors shall be registered with the Town and must comply with all applicable ordinances, rules and regulations.
- C. Conditions Prior to Construction. Prior to authorizing construction, the Town Engineer shall be satisfied that the following conditions have been met:
  - 1. The approved preliminary plat and site plan reflect all Town conditions of approval.

2. All required plans and contract documents, if any, shall have been completed and filed with the Town.
  3. All necessary easements or dedications required for public facilities and improvements, as shown on the approved preliminary plat, shall be conveyed solely to the Town by final plat.
  4. All contractors participating in the construction shall be presented with a set of approved plans bearing the Town Engineer stamp of release. These plans must remain on the job site at all times.
  5. A complete list of the contractors, their representatives on the site, and telephone numbers where a responsible party may be reached at all times must be submitted to the Town.
  6. All applicable fees must be paid to the Town.
  7. The Developer or contractor must furnish to the Town an insurance policy of general liability in the amount of \$1,000,000 naming the Town as additional insured, prior to the commencement of any work within the development, or construction of the improvements by the Developer or contractor.
- D. Inspections. Construction of all improvements to be completed by the Developer shall be subject to periodic inspections by the Town Engineer or the Town Engineer's designee. The Developer shall be responsible for completing and/or correcting public improvements completed by the Developer not constructed in accordance with the Town approved construction plans. Any change in design required during construction shall be reviewed and approved by the Town Engineer.
- E. Commencement of Excavation. The Developer may commence excavation for upon the date of the Town Engineer issuing comments for his initial review of the Engineering Plans or not sooner than ten (10) days following submission of the Engineering Plans, which shall include submission of the Mass Grading Construction Plans.
- F. Initial Allotment of Building Permits. Building permits for this Development will be allotted and issued according to Section 3 and Exhibit 7 of Ordinance No. 703 for PD1-2. There will be no building permits for the Development issued until all public and private infrastructure for Phase 1, as shown on the approved Development Plan and Preliminary Plat for the Development, has been completed and accepted by the Town, unless a separate agreement for issuance of building permits that amends this Agreement has been entered into and agreed to by the Town and the Developer.

## SECTION 4 DEVELOPER'S OBLIGATION

### A. Open Space and Lighting Plan

1. The Developer shall submit to the Town Manager, or his designee, a Landscape, Open Space and Lighting Plan that complies with all Town Ordinances, Codes, rules and regulations. Upon review by the Town Manager, or his designee, the Town Manager may approve or deny the submittal or refer the submittal to P&Z and or Council for review and approval.
2. The Developer shall construct, maintain and be responsible for any and all costs associated with, and necessary to provide open space improvements included in the Town approved Landscape, Open Space and Lighting Plan. Plans for the improvements must be submitted to the Town Manager for approval before work is commenced. In addition to any other improvements to be constructed and maintained by the Town's ordinances, rules and regulations, the Developer covenants to construct the following improvements which shall be solely the Developer's cost:
  - a. Twelve feet (12') and Eight feet (8') wide concrete hike and bike trails within and surrounding the entire Development as depicted on the approved Development Plan.

### B. Agreement to Escrow

Within forty-five (45) calendar days of construction plan approval, the Developer shall escrow funds as stipulated to complete the design and construction necessary to support roadway and signalization improvements listed herein.

#### 1. Thoroughfare and Signal Improvements

##### a. Traffic Study

The Developer represents that they have submitted an updated traffic study acceptable to the Town that includes estimated completion costs for various on and off-site traffic and transportation improvements described as follows:

- (i) Solana Boulevard completion
- (ii) Traffic signal at FM 1938/Davis Blvd and Solana Boulevard
- (iii) Traffic signal at the intersection of Solana Blvd and the unnamed road which will serve as the main entry into the Entrada development and which will be designed to line up with the main entry off Solana Blvd. to PD 1-3 "Granada"

2. Solana Blvd.  
Within forty-five (45) calendar days of construction plan approval, the Developer shall place into escrow funds or equivalent letter of credit or performance bond in form and substance reasonably acceptable to the Town as the Town deems sufficient to design and construct eighty-eight percent (88%) of the cost estimated in the traffic study for Solana Blvd. improvements, Attachment "D", necessary to accommodate traffic volumes as described in the traffic study. Should escrowed amount, letter of credit, or performance bond that is provided by the Developer, as estimated in Attachment "E", be deemed insufficient to at the time of construction to complete the required improvements, the Developer shall provide additional funds to cover the difference between the actual and estimated costs.
3. Traffic Signal – FM 1938/Davis Blvd. and Solana Blvd.  
Within forty-five (45) calendar days of construction plan approval, the Developer shall place into escrow funds or equivalent letter of credit or performance bond in form and substance reasonably acceptable to the Town as the Town deems sufficient to design and construct eighty-eight percent (88%) of the cost estimated in Attachment "E" necessary to complete the improvements identified in the traffic study, Attachment "D", for traffic signals at the intersection of FM 1938/Davis Blvd. and Solana Blvd. Should escrowed amount, letter of credit, or performance bond that is provided by the Developer, as estimated in Attachment "E", be deemed insufficient to at the time of construction to complete the required improvements, the Developer shall provide additional funds to cover the difference between the actual and estimated costs.
4. Traffic Signal – Solana Blvd and unnamed road into Entrada and Granada.  
Within forty-five (45) calendar days of construction plan approval, the Developer shall place into escrow funds or equivalent letter of credit or performance bond in form and substance reasonably acceptable to the Town as the Town deems sufficient to design and construct eighty-eight (88%) of the cost estimated in Attachment "E" necessary to complete the improvements identified in the traffic study, Attachment "D", at the intersection of Solana Blvd. and the unnamed road which shall enter into PD 1-2 "Entrada" and PD 1-3 "Granada". Should escrowed amount, letter of credit, or performance bond that is provided by the Developer, as estimated in Attachment "E", be deemed insufficient to at the time of construction to complete the required improvements, the Developer shall provide additional funds to cover the difference between the actual and estimated costs.
5. Traffic Signal – Solana Blvd and SH 114 - Within forty-five (45) calendar days of construction plan approval, the Developer shall place into escrow funds or equivalent letter of credit or performance bond in form and substance reasonably acceptable to the Town as the Town deems sufficient to design and construct eighty-eight percent (88%) of the cost estimated in Attachment "E" necessary to complete the improvements identified in the traffic study for traffic signals, Attachment "D", at the intersection of Solana Blvd. and SH 114. Should escrowed amount, letter of credit, or

performance bond that is provided by the Developer, as estimated in Attachment "E", be deemed insufficient to at the time of construction to complete the required improvements, the Developer shall provide additional funds to cover the difference between the actual and estimated costs.

6. Signalization Warrants

The Town shall cause the signalization improvements to be constructed at such time as warranted according to TXDOT warrant standards and the approval of the Town Manager.

D. Maintenance of Entrada Improvements

1. The Developer, and/or Public Improvement District and/or Property Owners Association shall perpetually maintain improvements as shown on the approved Concept, Development, and/or Site Plans or the approved Preliminary Plat, whether on public or private property, as follows:

- a. all irrigation.
- b. all landscaping.
- c. all sidewalks and trails
- d. water features
- e. public art
- f. all private or publicly dedicated streets
- g. all private or publicly dedicated drainage infrastructure
- h. and all other improvements that occur within the development, with the exception of publicly dedicated water, sanitary sewer, and telecommunication ductbank infrastructure within the development as defined by:

- i. the east curb of FM 1938/Davis Blvd to the development;
- ii. the north curb of Solana Blvd.;
- iii. the east development boundary;
- iv. and the southern curb of SH 114.

2. All trails, as shown on the Development Plan, or Site Plan(s) or Preliminary Plat, whether built on public rights-of-way or Developer's property, will be publicly accessible and maintained in perpetuity by the Developer, and/or Public Improvement District and/or Property Owners Association.

E. Streetscape Improvements

1. Streetscape improvements on FM 1938/Davis Blvd. and Solana Blvd. shall be submitted with the Landscape, Open Space and Lighting Plan and shall comply with the Streetscape Plan prepared by Schrickel Rollins (SRA) attached hereto as Attachment "B".

- a. Streetscape improvements shall be completed prior to approval of a Final Plat or satisfaction of requirements in Section 2.E.

- b. Construction plans for streetscape improvements shall be approved by the Town Manager or his designee prior to the beginning of construction.
- c. Streetscape improvements shall be completed by and perpetually maintained by the Developer.

F. Lot Landscaping

The Developer shall require that the homebuilders in the development be responsible for providing landscaping for each individual lot as required by the PD1-2 zoning ordinance, the approved Development Plan, and/or any approved Site Plans for the Development.

G. Amenities

- 1. All Development signage and associated landscaping shall comport to the approved Development Plan, and must be approved by the Town prior to construction. All subdivision signage will be owned and maintained by the Developer or the Property Owners Association.
- 2. Culverts, where required, shall consist of stone-faced construction and shall be approved by the Town as set forth in the Town of Westlake's Code of Ordinances.

H. Westlake Academy Impact

- 1. As set forth in the Economic Developer's Agreement approved by Town Council Resolution 13-17, the Developer agrees to pay to the Town the sum of \$10,000 for each residential unit depicted on the approved Development Plan and Site Plan(s) for Entrada, attached hereto as Attachment "C" which shall be used for the benefit of the Westlake Academy.
  - a. the amount of payment will be calculate by multiplying the total number of lots depicted on each approved final plat by \$10,000;
  - b. the amount for each final plat being due and payable to the Town prior to the signing of the final plat with said date for signing of the final plat not occurring more than thirty (30) calendar days after the final plat is approved by the Town.
  - c. Delayed and/or insufficient commitments of these payments will

affect issuance of building permits under the terms of this Agreement, the Economic Development Agreement dated April 22, 2013 and Ordinance No. 703.

I. Reimbursement of Legal and/or Consulting Fees

1. The Developer shall reimburse the Town for actual costs of legal and/or consulting fees incurred by the Town related to the preparation and review of this Agreement, and all other related documents deemed necessary by the Town related to the Development.
2. Such reimbursement of fees are due and payable by the Developer upon receipt of invoices from the Town.

J. Parkland Dedication Fees

As contemplated in the approved Economic Development Agreement for this Development, parkland dedication fees in their entirety for this Development are waived by the Town and considered to be met in full through the approved Development Plan which provides for a 10 acre Town lake, 12' perimeter trails throughout most of the development as well as trail connectivity to adjacent tracts and roadways as well as provision of public and private open spaces/plazas within the Development.

K. Provision of Town Hall Site

Developer agrees to comply with the terms of Section 5.2(h) contained in their Economic Development Agreement with the Town approved by the Town by Resolution 13-17 for reserving a Town Hall Site in the Development.

L. Developer Warrants Use of Town of Westlake Water and Sanitary Sewer Services

The Developer warrants and agrees that he has requested and will receive potable water and sanitary sewer service for the Development from the Town.

**SECTION 5 TOWN'S OBLIGATIONS**

- A. The only publicly dedicated infrastructure for which the Town will have perpetual maintenance responsibility will be the potable water system, sanitary sewer system, and the telecommunication duct bank infrastructure.

**SECTION 6 DEFAULT, TERMINATION AND FAILURE BY THE DEVELOPER TO MEET VARIOUS DEADLINES AND COMMITMENTS.**

A. Failure to Pay Town Taxes or Fees

An event of default shall occur under this Agreement if any legally-imposed Town taxes or fees owed on or generated by the Development become delinquent and the Developer or the Affiliate does not either pay such taxes or follow the legal procedures for protest and/or contest of any such taxes. In this event, the Town shall notify the Developer in writing and the Developer shall have sixty (60) calendar days to cure such default. If the default has not been fully cured by such time, the Town shall have the right to terminate this Agreement immediately by providing written notice to the Developer and shall have all other rights and remedies that may be available to it under the law or in equity.

B. Violations of Town Code, State or Federal Law

An event of default shall occur under this Agreement if any written citation is issued to the Developer or an Affiliate due to the occurrence of a violation of a material provision of the Town Code in the Development (including, without limitation, any violation of the Town's Building or Fire Codes, and any other Town Code violations related to the environmental condition of the Development, or to matters concerning the public health, safety or welfare) and such citation is not paid or the recipient of such citation does not properly follow the legal procedures for protest and/or contest of any such citation. An event of default shall occur under this Agreement if the Town is notified by a governmental agency or unit with appropriate jurisdiction that the Developer or an Affiliate, or any successor in interest thereto or any third party with access to the Development pursuant to the express or implied permission of the Developer or an Affiliate, or any a successor in interest thereto, is in violation of any material state or federal law, rule or regulation on account of the Development, improvements in the Development or any operations thereon (including, without limitation, any violations related to the environmental condition of the Development; the environmental condition on other land or waters which is attributable to operations of the Development; or to matters concerning the public health, safety or welfare). Upon the occurrence of such default, the Town shall notify the Developer in writing and the Developer shall have (i) thirty (30) calendar days to cure such default or (ii) if the Developer has diligently pursued cure of the default but such default is not reasonably curable within thirty (30) calendar days, then such amount of time that the Town reasonably agrees is necessary to cure such default. If the default has not been fully cured by such time, the Town shall have the right to terminate this Agreement immediately by providing written notice to the Developer and shall have all other rights and remedies that may be available to under the law or in equity.

C. General Breach

Unless stated elsewhere in this Agreement, the Developer shall be in default under this Agreement if the Developer breaches any term or condition of this Agreement. In the event that such breach remains uncured after thirty (30) calendar days following receipt of written notice from the Town referencing this Agreement (or, if the Developer has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than thirty (30) calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure, as determined by both Parties mutually and in good faith), the Town shall have the right to terminate this Agreement immediately by providing written notice to the Developer.

## **SECTION 7. NO INDEPENDENT CONTRACTOR OR AGENCY RELATIONSHIP**

It is expressly understood and agreed that the Developer shall not operate as an independent contractor or as an agent, representative or employee of the Town. The Developer shall have the exclusive right to control all details and day-to-day operations relative to its operations and obligations that it is required to perform under the Agreement and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. The Developer acknowledges that the doctrine of *respondeat superior* will not apply as between the Town and the Developer, its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. The Developer further agrees that nothing in this Agreement will be construed as the creation of a Developer or joint enterprise between the Town and the Developer.

## **SECTION 8 INDEMNIFICATION**

***THE DEVELOPER, AT NO COST OR LIABILITY TO THE TOWN, AGREES TO DEFEND, INDEMNIFY AND HOLD THE TOWN, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AGENTS, ATTORNEYS, SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO THE DEVELOPER' BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) THE DEVELOPER' BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT; OR (ii) ANY ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF THE DEVELOPER, ITS OFFICERS, AGENTS,***

**ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE TOWN, OR ITS EMPLOYEES, OFFICERS, AGENTS, ASSOCIATES, CONTRACTORS OR SUBCONTRACTS), OR SUBCONTRACTORS DUE OR RELATED TO, FROM, OR ARISING FROM OPERATION AND CONDUCT OF ITS OPERATIONS AND OBLIGATIONS OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT.**

**SECTION 9 INDEMNITY AGAINST DESIGN DEFECTS**

**APPROVAL OF THE TOWN ENGINEER OR OTHER TOWN EMPLOYEE, OFFICIAL, CONSULTANT, EMPLOYEE, OR OFFICER OF ANY PLANS, DESIGNS OR SPECIFICATIONS SUBMITTED BY THE DEVELOPER UNDER THIS AGREEMENT SHALL NOT CONSTITUTE OR BE DEEMED TO BE A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF THE DEVELOPER, ITS ENGINEER, CONTRACTORS, EMPLOYEES, OFFICERS, OR AGENTS FOR THE ACCURACY AND COMPETENCY OF THEIR DESIGN AND SPECIFICATIONS. SUCH APPROVAL SHALL NOT BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY OR LIABILITY BY THE TOWN FOR ANY DEFECT IN THE DESIGN AND SPECIFICATIONS PREPARED BY THE CONSULTING ENGINEER, HIS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES, IT BEING THE INTENT OF THE PARTIES THAT APPROVAL BY THE TOWN ENGINEER OR OTHER TOWN EMPLOYEE, OFFICIAL, CONSULTANT, OR OFFICER SIGNIFIES THE TOWN APPROVAL OF ONLY THE GENERAL DESIGN CONCEPT OF THE IMPROVEMENTS TO BE CONSTRUCTED. IN THIS CONNECTION, THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE TOWN, ITS OFFICIALS, OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS WHICH MAY ARISE OUT OF ANY DEFECT, DEFICIENCY OR NEGLIGENCE OF THE ENGINEER DESIGNS AND SPECIFICATIONS INCORPORATED INTO ANY IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH, AND THE DEVELOPER SHALL DEFEND AT HIS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE TOWN, ITS OFFICIALS, OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, OR ANY OF THEM, ON ACCOUNT THEREOF, TO PAY ALL EXPENSES AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM, COLLECTIVELY OR**

***INDIVIDUALLY, PERSONALLY OR IN THEIR OFFICIAL CAPACITY, IN CONNECTION HEREWITH.***

**SECTION 10 NOTICES**

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery.

**SECTION 11 ASSIGNMENT AND SUCCESSORS**

The Developer may at any time assign, transfer or otherwise convey any of its rights or obligations under this Agreement to an Affiliate without the approval of the Town so long as The Developer, the Affiliate and the Town first execute an agreement approved by the Town Council of the Town under which the Affiliate agrees to assume and be bound by all covenants and obligations of The Developer under this Agreement. Otherwise, The Developer may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the prior consent of the Town Council, which said consent may be withheld at the Town's sole discretion, conditioned on (i) the prior approval of the assignee or successor and a finding by the Town Council that the proposed assignee or successor is financially capable of meeting the terms and conditions of this Agreement and (ii) prior execution by the proposed assignee or successor of a written agreement with the Town under which the proposed assignee or successor agrees to assume and be bound by all covenants and obligations of The Developer under this Agreement. Any attempted assignment without the Town Council's prior consent shall constitute a breach and be grounds for termination of this Agreement and following receipt of written notice from the Town to The Developer. Any lawful assignee or successor in interest of The Developer of all rights under this Agreement shall be deemed "The Developer" for all purposes under this Agreement.

**SECTION 12 COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS**

This Agreement will be subject to all applicable Federal, State and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the Town's codes and ordinances, as amended.

**SECTION 13 GOVERNMENTAL POWERS**

It is understood that by execution of this Agreement, the Town does not waive or surrender any of its governmental powers or immunities that are outside of the terms, obligations, and conditions of this Agreement.

#### **SECTION 14 NO WAIVER**

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

#### **SECTION 15 VENUE AND JURISDICTION**

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

#### **SECTION 16 NO THIRD PARTY RIGHTS**

The provisions and conditions of this Agreement are solely for the benefit of the Town and The Developer, and any lawful assign or successor of The Developer, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

#### **SECTION 17 FORCE MAJEURE**

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligation hereunder, other than those obligations contained in Sections 5.2.a of this Agreement, is delayed by reason of war, civil commotion, acts of God, inclement weather that prohibits compliance with any portion of this Agreement, or other circumstances which are reasonably beyond the control or knowledge of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such party was delayed.

#### **SECTION 18 INTERPRETATION**

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

#### **SECTION 19 SEVERABILITY CLAUSE.**

It is hereby declared to be the intention of the Parties that sections, paragraphs, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared unconstitutional or illegal by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Agreement since the same would have been executed by the Parties without the incorporation in this Agreement of any such unconstitutional phrase, clause, sentence, paragraph or section. It is the intent of the Parties to provide the economic incentives contained in this Agreement by all lawful means.

#### **SECTION 20 CAPTIONS**

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

#### **SECTION 21 ENTIRETY OF AGREEMENT**

This Agreement, including any attachments attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Town and The Developer, and any lawful assign and successor of The Developer, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both parties and approved by the Town Council of the Town in an open meeting held in accordance with Chapter 551 of the Texas Government Code.

#### **SECTION 22 COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

EXECUTED as of the last date indicated below:

**TOWN OF WESTLAKE:**

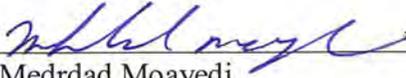
By:   
Thomas E. Brymer  
Town Manager

Date: 10/29/2013

**MAGUIRE PARTNERS-SOLANA LAND, L.P.**

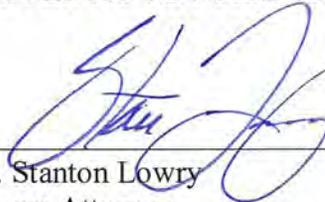
By: MMM Ventures, LLC, its general partner

By: 2M Ventures, LLC, its manager

By:   
Medrdad Moayed

Date: 10/28/13

APPROVED AS TO FORM AND LEGALITY:

By:   
L. Stanton Lowry  
Town Attorney

**ATTACHMENTS**

- “A” – \_Entrada Boundary Description and Map
- “B” – Schrickel Rollins FM 1938 StreetScape Master Plan
- “C” – Approved Entrada Development Plan and Preliminary Plat
- “D” – Traffic Impact Analysis - Westlake Entrada &. Granada- Summary and Exhibits 10-11
- “E” – Engineer’s Opinion of Probable Cost for Solana Blvd.

**TOWN OF WESTLAKE**

**RESOLUTION 15-35**

**A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, APPROVING A DEVELOPMENT AGREEMENT WITH MAGUIRE PARTNERS-SOLANA LAND, L.P. RELATED TO THEIR DEVELOPMENT KNOWN AS ENTRADA IN WESTLAKE, TEXAS.**

**WHEREAS**, the Town of Westlake is experiencing planned growth through the attraction of economic development projects such as Fidelity Investments and Deloitte University, residential developments such as Vaquero, Glenwyck Farms, Terra Bella, Granada, and Entrada which are consistent with the Town's Comprehensive Plan, as well as enrollment growth at Westlake Academy, all of which contribute to demand for improvements to Westlake's infrastructure and public buildings, and

**WHEREAS**, the Town of Westlake and Maguire Partners-Solana Land, L.P. desire to enter into a partnership to continue this planned growth through a development agreement which sets out responsibilities for the Developer as a part of their development known as Entrada (the zoning for which was approved in Ordinance 703 approved on April 22, 2013) regarding public infrastructure costs, the need for which are created by the Entrada development, including off-site sewer improvements, as well as maintenance of public and private open spaces/amenities in and adjacent to said Entrada development, and

**WHEREAS**, the Town has an economic development policy adopted by Resolution 06-19 and has (per Resolution 13-34 approved on October 28, 2013) made commitments according to certain terms and conditions in an economic development agreement approved under this economic development policy for Town participation; and the Town has approved the creation of the Public Improvement District, Solana PID #1, per Resolution 14-07 on February 24, 2014, for which these public improvements will serve;

**WHEREAS**, the Town Council finds that the passage of this Resolution is in the best interest of the citizens of Westlake.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS:**

**SECTION 1:** THAT, all matters stated in the Recitals hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

**SECTION 2:** THAT, the Town Council of the Town of Westlake, Texas, hereby approves the Development Agreement with the Developer attached hereto as *Exhibit "A"* and further authorizes the Town Manager to execute said agreement on behalf of the Town of Westlake.

**SECTION 3:** If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

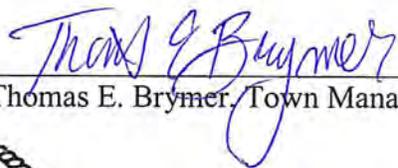
**SECTION 4:** That this resolution shall become effective from and after its date of passage.

**PASSED AND APPROVED ON THIS 14<sup>th</sup> DAY OF DECEMBER 2015.**

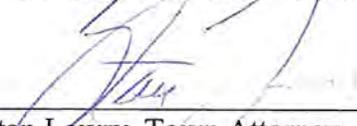
  
\_\_\_\_\_  
Laura Wheat, Mayor

ATTEST:

  
\_\_\_\_\_  
Kelly Edwards, Town Secretary

  
\_\_\_\_\_  
Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Stan Lowry, Town Attorney



**EXHIBIT A TO RESOLUTION NO. 15-35**

**FIRST AMENDMENT TO THE ENTRADA DEVELOPMENT AGREEMENT**

**THIS AMENDMENT ONE (1) OF ONE (1) TO THE TOWN OF WESTLAKE DEVELOPMENT AGREEMENT (aka “the Amendment”) ESTABLISHED WITH THE ADOPTION OF RESOLUTION 13-34 AS ADOPTED BY THE WESTLAKE TOWN COUNCIL FOR THE ENTRADA DEVELOPMENT** is made and entered into this 14<sup>th</sup> day of December, 2015, by and between the Town of Westlake, Texas (the “Town”), and Maguire Partners-Solana Land, L.P., a Texas limited partnership (the “Developer”).

**WITNESSETH:**

The Entrada Development (“Development”) is a master planned mixed use project to be constructed in Westlake and is currently being developed by Developer; and

On October 28, 2013, the Town Council for the Town of Westlake adopted Resolution 13-34 approving a Development Agreement (the “Development Agreement”) with Maguire Partners-Solana Land, L.P. related to the Entrada development which addressed various development issues related to the Development and provided for the payment of certain fees, the timing of certain construction and the dedication of certain property, among others; and

On February 24, 2014, the Town Council for the Town of Westlake, by Resolution No. 14-07, approved the creation of the Solana Public Improvement District (the “District”) for the construction of certain authorized improvements (the “Authorized Improvements”); and the Town issued Public Improvement District (“PID”) special revenue bonds (the “2015 Bonds”) via Ordinance 743 on January 15, 2015, to construct certain Authorized Improvements within the District.

The Town and the Developer anticipate issuing future PID special revenue bonds to finance a portion of the Authorized Improvements within the District not financed with the 2015 Bonds (the “Future Bonds”); and

The Town and the Developer wish to amend the Development Agreement to allow for certain early final platting of certain tracts of land in the District; and

In consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Developer covenant and agree as follows:

**1. The Economic Development Agreement Adopted by Resolution 13-34 Remains in Full Force and Effect.** The Town and Developer acknowledge and agree that, except to the extent amended herein, all provisions and terms contained the Development Agreement, including any other amendments or addenda to the Development Agreement besides this Amendment to the Development Agreement, remain in full force and effect.

**2. Specific Amendments Contained in this Amendment One (1) of One (1) to the Development Agreement Adopted by Resolution 13-34 shall be amended as follows:**

Section 4 to the Development Agreement shall be amended to include a new subsection M:

M. Release of Blocks A, M, N, and O for Final Plat.

1. Prior to the completion of all public infrastructure for Phase I of the District, a Final Plat shall be accepted by the Town, and upon approval by the Town, permitted to be recorded in the Deed Records of Tarrant County, Texas, for a Final Plat that encompasses Blocks A, M, N, and O, as shown on the attached **Exhibit A**.

2. It is acknowledged by the Town and the Developer that PID bond proceeds for Phase I Infrastructure have been budgeted and escrowed in compliance with the approved Westlake Public Improvement District Service and Assessment Plan approved by the Town on January 15, 2015. The Town makes no representation that Phase I Infrastructure PID proceeds will be adequate to cover 100% of the actual Phase I Infrastructure costs and that any overrun shall be the sole responsibility of the Developer.

3. Offsite Easements: The identification and acquisition of all public utility easements are the sole responsibility of the Developer. In the event the Town determines that eminent domain proceedings are necessary to obtain the required easements, the Developer will be responsible for reimbursing the Town 100% of the cost to acquire the easement including but not limited to easement cost, administrative fees, court fees, attorney's fees and Town consulting fees.

4. No Certificate of Occupancy will be issued for any use or structure in Blocks A, M, N, and O, as identified in the attached Exhibit A, until 75 percent (75%) of the off-site sanitary sewer line is completed according to the Town Engineer. The Developer may provide, at the developer's sole expense, an alternative temporary sanitary sewer service (the "Stop Gap Sanitary Sewer Service") to be established and maintained by the Developer that adequately serves Blocks A, M, N, and O until the off-site sanitary sewer service line is completed. This alternative Stop Gap Sanitary Sewer Service design and/or proposal must be submitted to the Town for approval, which approval shall be at the Town's sole discretion. If the Stop Gap Sanitary Sewer Service is interrupted for any period of time during this temporary period, the Town may revoke any Certificates of Occupancy issued for any use or structure in Blocks A, M, N, or O. A plan and schedule to terminate the Stop Gap Sanitary Sewer Service will be included in the original Stop Gap Sanitary Sewer Service proposal/design, and any termination date extension will also be at the Town's sole discretion.

5. The Stop Gap Sanitary Sewer Service may include any town-approved temporary service to remove waste material, including trucks or other transportation devices constructed to haul and transport waste material.

2. **Binding Obligation.** This Amendment to the Development Agreement shall become a binding obligation of the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Amendment to the Development Agreement on behalf of the Town has full authority to execute this Amendment to the Development Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Amendment to the Development Agreement on its behalf has full authority to execute this Amendment to the Development Agreement and bind it to the same.

3. **Authorization.** The Town Council shall authorize the Town Manager of the Town to execute this Amendment to the Development Agreement on behalf of the Town.

4. **Severability.** In the event any provision of this Amendment to the Development Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Amendment to the Development 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.

5. **Filing in Deed Records.** This Amendment to the Development Agreement shall be filed in the deed records of Tarrant County, Texas. The provisions of this Amendment to the Development Agreement shall be deemed to run with the Property and shall be binding on heirs, successors and assigns of Developer.

6. **Notices.** Any notices required or permitted to be given hereunder 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:

To the Town:           Attn: Thomas Brymer  
Town Manager  
3 Village Circle, Suite 202  
Westlake, Texas 76262  
FAX: 817.430.1812

With a copy to:       Attn: L. Stanton Lowry  
Town Attorney  
Boyle & Lowry, L.L.P.  
4201 Wingren, Suite 108  
Irving, Texas 75062  
FAX: 972.650.7105

To the Developer:    Attn: Mehrdad Moayed  
1800 Valley View Lane, Suite 300  
Farmers Branch, Texas 75234  
FAX: 817.391.2501

With a copy to: Miklos Law, PLLC  
Attn: Robert Miklos  
1800 Valley View Lane, Suite 360  
Farmers Branch, Texas 75234  
E-mail: robert@mikloslegal.com

7. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of this the 14<sup>th</sup> December 2015.

ATTEST:

TOWN OF WESTLAKE

Kelly Edwards  
Name: Kelly Edwards  
Title: Town Secretary

By: Laura Wheat  
Name: Laura Wheat  
Title: Mayor  
Date: 12/14/15

APPROVED AS TO FORM

L. Stanton Lowry  
Name: L. Stanton Lowry  
Title: Town Attorney





LEGAL DESCRIPTION  
32.445 ACRES

BEING all that certain lot, tract or parcel of land situated in the C. M. Throop Survey, Abstract Number 1510 and the W. Medlin Survey, Abstract Number 1958, Town of Westlake, Tarrant County, Texas, and being part of that certain called 184.32 acre tract of land described as Tract 2 in deed to Maguire Partners-Solana Land L. P. recorded in Volume 16858, Page 176 (Instrument Number D203231446) of the Deed Records of Tarrant County Texas, and being more particularly described as follows

COMMENCING at a 5/8" rebar found at the southeast corner of said 184.32 acre tract, being the most westerly southwest corner of Lot 1, Block 3 of Westlake/Southlake Park Addition No. 1, and addition to the Town of Westlake according to the plat thereof recorded in Volume 388-214, Page 78 of the Plat Records of Tarrant County, Texas;

THENCE S 89°29'20" W, 200.93 feet with the south line of said 184.32 acre tract to a 1" rebar found (disturbed) in Dove Road, from which a 1/2" rebar found bears S 84°04'40" E, 2.6 feet;

THENCE N 00°12'05" W, 45.01 feet continuing with the south line of said 184.32 acre tract in Dove Road to a 5/8" capped rebar found (Huitt & Zollars);

THENCE S 89°47'55" W, 462.17 feet continuing with the south line of said 184.32 acre tract in Dove Road to a 1/2" capped rebar set (G&A) at the southeast corner of that certain called 0.560 acre tract of land described as Parcel No. 70-ROW-2 in deed to the Town of Westlake, Texas, recorded in Instrument Number D208427746 of the Deed Records of Tarrant County, Texas;

THENCE N 00°52'55" W, 22.57 feet with the east line of said 0.560 acre tract to a 1/2" capped rebar found (Graham) at the northeast corner thereof;

THENCE N 89°57'45" W, 790.52 feet with the north line of said 0.560 acre tract to a 1/2" capped rebar set (G&A) at the beginning of a curve to the right;

THENCE continuing with the north line of said 0.560 acre tract, with the arc of said curve having a central angle of 09°15'02", a radius of 1047.14 and an arc length of 169.06 feet, whose chord bears N 85°15'46" W, 168.88 feet, to a 1/2" capped rebar set (G&A);

THENCE N 80°43'25" W, 36.09 feet continuing with the north line of said 0.560 acre tract to a 1/2" capped rebar set (G&A) on the westerly line of said 184.32 acre tract, being on the arc of a curve to the right;

THENCE with the westerly line of said 184.32 acre tract and with the arc of a curve to the right having a central angle of 08°51'24", a radius of 154.38 feet and an arc length of 23.86 feet, whose chord bears N 40°10'25"W, 23.84 feet to a 1/2" capped rebar set at the most southerly corner of that certain called 13.591 acre tract of land described as

Parcel No. 70-ROW-1 in the aforementioned deed to the Town of Westlake, Texas, and being on the east line of Precinct Line Road;

THENCE with the east line of said 13.591 acre tract and the east line of said Precinct Line Road with the arc of a curve to the left having a central angle of  $08^{\circ}26'37''$ , a radius of 1782.50 feet and an arc length of 262.69 feet, whose chord bears  $N 03^{\circ}44'45'' E$ , 262.45 feet to a 1/2" capped rebar found (Graham);

THENCE  $N 00^{\circ}25'40'' W$ , 220.18 feet continuing with the east line of said 13.591 acre tract and the east line of said Precinct Line Road;

THENCE  $N 89^{\circ}34'20'' E$ , 64.65 feet, to a 1/2" capped rebar set (G&A Consultants) at the POINT OF BEGINNING;

THENCE over, across and through said 184.32 acre tract the following 35 courses and distances:

$N 79^{\circ}27'05'' E$ , 5.00 feet, to a 1/2" capped rebar set (G&A Consultants);

$N 10^{\circ}32'55'' W$ , 26.04 feet, to a 1/2" capped rebar set (G&A Consultants);

$N 00^{\circ}25'40'' W$ , 242.84 feet, to a 1/2" capped rebar set (G&A Consultants);

$N 18^{\circ}27'05'' E$ , 163.36 feet, to a 1/2" capped rebar set (G&A Consultants);

$N 00^{\circ}32'55'' W$ , 35.48 feet, to a 1/2" capped rebar set (G&A Consultants);

$S 89^{\circ}27'05'' W$ , 5.75 feet, to a 1/2" capped rebar set (G&A Consultants);

$N 00^{\circ}32'55'' W$ , 219.34 feet, to a 1/2" capped rebar set (G&A Consultants);

$N 89^{\circ}27'05'' E$ , 5.75 feet, to a 1/2" capped rebar set (G&A Consultants);

$N 00^{\circ}32'55'' W$ , 322.48 feet, to a 1/2" capped rebar set (G&A Consultants);

$N 88^{\circ}50'50'' W$ , 10.00 feet, to a 1/2" capped rebar set (G&A Consultants);

$N 00^{\circ}32'55'' W$ , 90.80 feet, to a 1/2" capped rebar set (G&A Consultants), at a point of curvature of a non-tangent curve to the right;

Northeasterly with the arc of said curve, having a radius of 2837.99 feet, a central angle of  $11^{\circ}08'42''$ , an arc length of 552.04 feet, and whose chord bears  $N 15^{\circ}50'10'' E$ , 551.17 feet, to a 1/2" capped rebar set (G&A Consultants);

$S 67^{\circ}10'50'' E$ , 6.00 feet, to a 1/2" capped rebar set (G&A Consultants);

Northeasterly with the arc of a curve to the right, having a radius of 2831.99 feet, a central angle of 03°42'55", an arc length of 183.64 feet, and whose chord bears N 23°15'48" E, 183.60 feet, to a 1/2" capped rebar set (G&A Consultants);

N 52°20'20" W, 6.15 feet, to a 1/2" capped rebar set (G&A Consultants);

Northeasterly with the arc of a curve to the right, having a radius of 2837.99 feet, a central angle of 03°03'54", an arc length of 151.82 feet, and whose chord bears N 26°40'49" E, 151.80 feet, to a 1/2" capped rebar set (G&A Consultants);

N 28°12'47" E, 140.26 feet, to a 1/2" capped rebar set (G&A Consultants);

N 75°55'20" E, 226.61 feet, to a 1/2" capped rebar set (G&A Consultants);

S 63°34'45" E, 40.90 feet, to a 1/2" capped rebar set (G&A Consultants) at a point of curvature of a curve to the right;

Southeasterly with the arc of said curve, having a radius of 300.00 feet, a central angle of 54°23'55", an arc length of 284.83 feet, and whose chord bears S36°22'47" E, 274.25 feet, to a 1/2" capped rebar set (G&A Consultants);

S 09°10'50" E, 89.43 feet, to a 1/2" capped rebar set (G&A Consultants);

N 64°06'15" E, 6.27 feet, to a 1/2" capped rebar set (G&A Consultants);

S 25°53'45" E, 219.99 feet, to a 1/2" capped rebar set (G&A Consultants);

S 23°54'35" W, 101.03 feet, to a 1/2" capped rebar set (G&A Consultants), at a point of curvature of a non-tangent curve to the right;

Southeasterly with the arc of said curve, having a radius of 50.50 feet, a central angle of 93°50'30", an arc length of 82.71 feet, and whose chord bears S 19°10'10" E, 73.77 feet, to a 1/2" capped rebar set (G&A Consultants);

S 62°14'55" E, 139.12 feet, to a 1/2" capped rebar set (G&A Consultants);

S 48°49'00" E, 66.15 feet, to a 1/2" capped rebar set (G&A Consultants), at a point of curvature of a non-tangent curve to the right;

Southwesterly with the arc of said curve, having a radius of 520.00 feet, a central angle of 18°36'45", an arc length of 168.92 feet, and whose chord bears S15°34'26" W, 168.18 feet, to a 1/2" capped rebar set (G&A Consultants);

S 22°03'15" W, 109.68 feet, to a 1/2" capped rebar set (G&A Consultants);

S 37°35'45" W, 15.42 feet, to a 1/2" capped rebar set (G&A Consultants);

S 20°39'25" E, 90.52 feet, to a 1/2" capped rebar set (G&A Consultants);

S 52°04'10" W, 143.52 feet, to a 1/2" capped rebar set (G&A Consultants), at a point of curvature of a non-tangent curve to the left;

Southwesterly with the arc of said curve, having a radius of 159.00 feet, a central angle of 17°16'53", an arc length of 47.96 feet, and whose chord bears S 69°43'30" W, 47.78 feet, to a 1/2" capped rebar set (G&A Consultants);

N 84°00'02" W, 17.05 feet, to a 1/2" capped rebar set (G&A Consultants), at a point of curvature of a non-tangent curve to the right;

Northwesterly with the arc of said curve, having a radius of 452.50 feet, a central angle of 01°13'05", an arc length of 9.62 feet, and whose chord bears N 33°21'22" W, 9.62 feet, to a 1/2" capped rebar set (G&A Consultants);

S 57°15'10" W, 31.00 feet, to a 1/2" capped rebar set (G&A Consultants), at a point of curvature of a non-tangent curve to the left;

Southeasterly with the arc of said curve, having a radius of 483.50 feet, a central angle of 02°06'24", an arc length of 17.78 feet, and whose chord bears S 33°48'02" E, 17.78 feet, to a 1/2" capped rebar set (G&A Consultants);

S 54°33'10" W, 79.39 feet, to a 1/2" capped rebar set (G&A Consultants);

S 89°27'05" W, 137.99 feet, to a 1/2" capped rebar set (G&A Consultants)

S 10°59'05" W, 291.81 feet, to a 1/2" capped rebar set (G&A Consultants), at a point of curvature of a curve to the left;

Southeasterly with the arc of said curve, having a radius of 1015.50 feet, a central angle of 03°07'21", an arc length of 55.34 feet, and whose chord bears S 80°34'35" E, 55.33 feet, to a 1/2" capped rebar set (G&A Consultants);

S 07°51'45" W, 246.74 feet, to a 1/2" capped rebar set (G&A Consultants);

S 24°57'05" W, 98.98 feet, to a 1/2" capped rebar set (G&A Consultants);

S 40°17'45" W, 99.04 feet, to a 1/2" capped rebar set (G&A Consultants);

S 47°41'25" W, 101.85 feet, to a 1/2" capped rebar set (G&A Consultants);

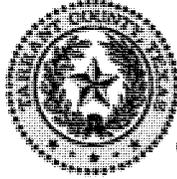
S 89°27'05" W, 390.88 feet, to a 1/2" capped rebar set (G&A Consultants);

S 79°27'05" W, 8.51 feet, to the POINT OF BEGINNING and containing approximately 32.445 acres of land.

Together with an Access Easement, to insure ingress and egress, to and from, the subject property, over, across and through Lot 88X, of Granada, Phase I, recorded in Instrument No. D215003584 of the Plat Records of Tarrant County, Texas, being the private road system located within said Phase I.

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

TOWN OF WESTLAKE  
1301 SOLANA BLVD, BLDING 4, STE 4202  
WESTLAKE, TX 76262

Submitter: TOWN OF WESTLAKE

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 5/9/2016 11:13 AM

Instrument #: D216096757

OPR 9 PGS \$44.00

By: Mary Louise Garcia

D216096757

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

**BOUNDARY CALLS**

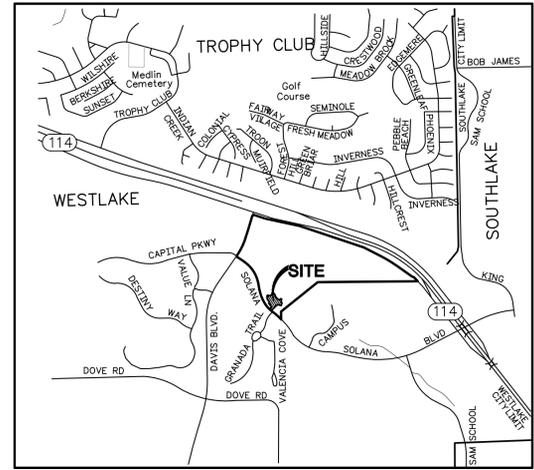
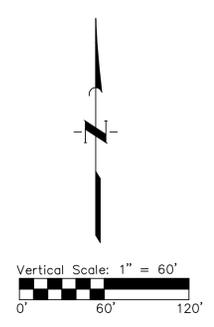
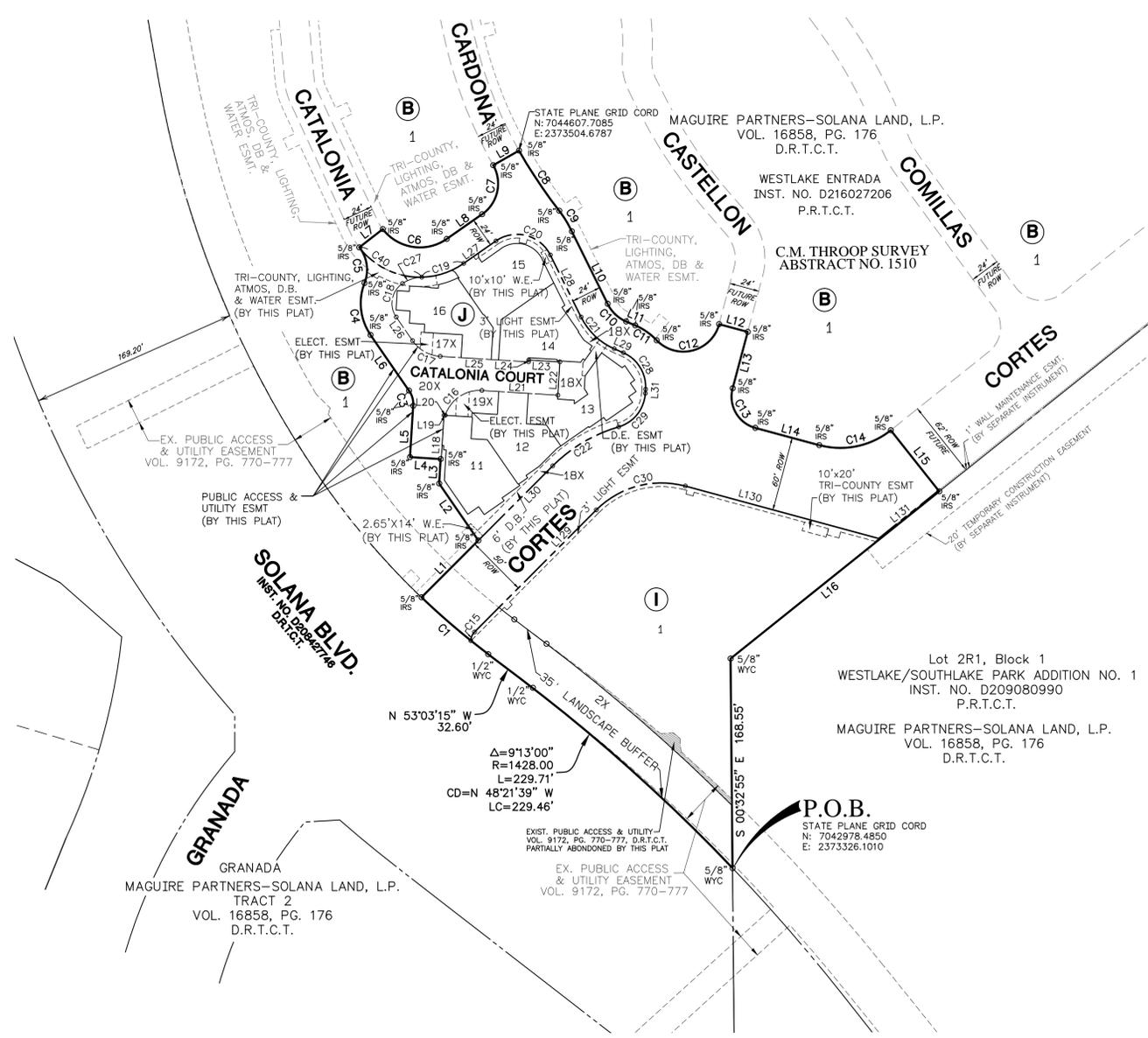
Line #	Direction	Length
L1	N45°04'30"E	64.96'
L2	N34°45'20"W	55.65'
L3	N03°32'40"E	19.82'
L4	N86°27'20"W	24.83'
L5	N03°32'40"E	41.38'
L6	N34°45'20"W	54.52'
L7	N52°09'54"E	24.00'
L8	N55°14'40"E	34.83'
L9	N60°31'10"E	24.00'
L10	S26°27'20"E	65.09'
L11	S66°27'20"E	8.14'
L12	S74°55'30"E	24.00'
L13	S15°04'30"W	47.01'
L14	S74°55'30"E	53.52'
L15	S38°32'55"E	63.00'
L16	S51°27'05"W	215.91'

CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	06°37'45"	612.00'	70.81'	N49°44'23"W	70.77'
C3	38°18'00"	19.33'	12.92'	N15°36'20"W	12.68'
C4	56°10'01"	44.67'	43.79'	N06°40'19"W	42.05'
C5	59°14'46"	29.33'	30.33'	N08°12'42"W	29.00'
C6	86°55'14"	38.00'	57.65'	S81°17'43"E	52.28'
C7	84°43'29"	30.00'	44.36'	N12°52'56"E	40.43'
C8	08°21'55"	399.39'	58.31'	S33°53'07"E	58.26'
C9	13°13'29"	84.77'	19.57'	S31°27'20"E	19.52'
C10	40°00'00"	30.00'	20.94'	S46°27'20"E	20.52'
C11	22°26'28"	54.00'	21.15'	S55°14'06"E	21.02'
C12	120°54'22"	30.00'	63.31'	N75°31'49"E	52.20'
C13	90°00'00"	26.00'	40.84'	S29°55'30"E	36.77'
C14	53°37'25"	65.50'	61.30'	N78°15'47"E	59.09'

**RIGHT-OF-WAY CALLS**

Line #	Direction	Length
L17	N86°27'20"W	0.50'
L18	S3°32'40"W	35.31'
L19	N86°27'20"W	1.00'
L20	S3°32'40"W	0.09'
L21	N86°27'20"W	61.58'
L22	S3°32'40"W	26.83'
L23	S86°27'20"E	25.25'
L24	N3°32'40"E	1.50'
L25	S86°27'20"E	71.66'
L26	S34°45'20"E	23.16'
L27	N55°14'40"E	31.84'
L28	S26°27'20"E	55.90'
L29	S66°27'20"E	8.14'
L30	S45°04'30"W	84.86'
L31	S3°32'40"W	3.33'

CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C16	74°59'47"	29.33'	38.40'	S56°02'47"W	35.71'
C17	51°42'00"	29.33'	26.47'	S60°36'20"E	25.58'
C18	90°41'51"	19.33'	30.60'	S10°22'55"W	27.51'
C19	33°21'58"	62.00'	36.11'	N71°55'38"E	35.60'
C20	98°18'00"	30.00'	51.47'	N75°36'20"W	45.39'
C21	40°00'00"	54.00'	37.70'	S46°27'20"E	36.94'
C22	28°48'51"	124.50'	62.61'	S59°28'56"W	61.95'
C27	32°32'12"	29.33'	16.66'	N71°59'57"E	16.43'
C28	70°00'00"	30.00'	36.65'	S31°27'20"E	34.41'
C29	70°20'41"	30.00'	36.83'	S38°43'01"W	34.56'
C40	64°11'26"	62.00'	69.46'	S69°55'49"E	65.88'



- LEGEND**
- IRFC IRON ROD WITH YELLOW PLASTIC CAP FOUND
  - CIRS IRON ROD WITH YELLOW PLASTIC CAP STAMPED
  - IRF "RPLS 4023" SET IRON ROD FOUND
  - D.B. DUCT BANK
  - D.R.T.C.T. DEED RECORDS, TARRANT COUNTY, TEXAS
  - P.R.T.C.T. PLAT RECORDS, TARRANT COUNTY, TEXAS
  - R.P.R.T.C.T. REAL PROPERTY RECORDS, TARRANT COUNTY, TEXAS
  - INST. NO. COUNTY CLERK INSTRUMENT NUMBER
  - U.E. UTILITY EASEMENT
  - VOL. VOLUME
  - PG. PAGE
  - ROW RIGHT-OF-WAY
  - D.E. DRAINAGE EASEMENT
  - S.S.E. SANITARY SEWER EASEMENT
  - ESMT. EASEMENT
  - WYC WITH YELLOW CAP
  - W.E. WATER EASEMENT
  - LIGHTING LIGHT EASEMENT
  - ELECT. ELECTRIC EASEMENT

- NOTES:**
- Basis of bearing, horizontal and vertical position derived from the Texas WDS RTK Network—Texas State Plane Coordinate System, NAD83, North Central Zone (4202).
  - No Floodplain exits on this site.
  - Selling a portion of this property by metes and bounds is a violation of the Town Ordinance and State Law and is subject to fines and withholding of utilities and building permits.
  - Unless otherwise noted, all boundary corner & lot corners are 5/8" iron rod set with yellow cap stamp "BGE".
  - Sheet Sheet 2 of 3 for the annotation of lots and easements.

**REPLAT OF WESTLAKE ENTRADA**

**BLOCK B, LOT 1R  
BLOCK I, LOTS 1 & 2X  
BLOCK J, LOTS 11-16, 17X, 18X, 19X & 20X  
A BEING A TOTAL OF 2.616 ACRES IN THE  
C.M. THROOP SURVEY, ABSTRACT NO. 1510,  
TOWN OF WESTLAKE, TEXAS TARRANT COUNTY, TEXAS  
JUNE 2016**

BROWN & GAY ENGINEERS, INC. 2529 DALLAS PARKWAY, SUITE 204, FRISCO, TEXAS 75034. CONTACT: JASON FREY, TEL: 972-464-4800, WWW.BROWNGAY.COM. THIS PLAT FILED IN INSTRUMENT NO. 2373326.1010

**DEVELOPER**  
BUSH DESIGN & ASSOCIATES, INC.  
P.O. BOX 456  
Franklin, Texas 77856  
Contact: Ralph Bush  
Telephone: (972) 333-9455

**OWNER**  
MAGUIRE PARTNERS - SOLANA LAND L.P.  
1800 Valley View Lane, Suite 300  
Farmers Branch, Texas 75234  
Contact: Michael Beatty  
Telephone: (214)-287-9009

**SURVEYOR/ENGINEER**  
**BGE** Brown & Gay Engineers, Inc.  
2529 Dallas Parkway, Suite 204  
Frisco, Texas 75034  
Contact: Jason Frey  
Tel: 972-464-4800 • www.browngay.com  
TBPLS Registration No. 10193963  
Copyright 2016



OWNER'S CERTIFICATION:

STATE OF TEXAS  
COUNTY OF TARRANT

WHEREAS, MAGUIRE PARTNERS--SOLANA LAND, L.P., is the owner of a tract or parcel of land situated in the C.M. Throop Survey, Abstract No. 1510, Town of Westlake, Tarrant County, Texas, and being a portion of Tract 2 as described in the Special Warranty Deed to Maguire Partners--Solana Land, L.P., as recorded in Volume 16858, Page 176, Deed Records, Tarrant County Texas, and being a portion of a tract of land as described as Westlake Entrada (CVS) as recorded in Instrument Number D216027206, Plat Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found with yellow cap at the southwest corner of Lot 2R1, Block 1 of the Westlake/Southlake Park Addition No. 1, an addition to the Town of Westlake as recorded in Instrument No. D209080990, Plat Records, Tarrant County, Texas, said point being on the northerly right-of-way line of Solana Boulevard (formerly Kirkwood Boulevard (a variable width right-of-way) as recorded in Instrument Number D208427746, Deed Records, Tarrant County, Texas, and being the beginning of a non-tangent curve to the left whose chord bears North 48°21'39" West, 229.46 feet;

THENCE along the Northeasterly right-of-way of said Solana Boulevard the following courses and distances:

In a Northwesterly direction along said curve to the left having a central angle of 09°13'00", a radius of 1428.00 feet, an arc length of 229.71 feet to a 1/2 inch iron rod with yellow cap found for corner;

North 53°03'15" West a distance of 32.60 feet to a 1/2 inch iron rod with yellow cap found for corner, said point being at the beginning of a curve to the right whose chord bears North 49°44'23" West, 70.77 feet.

In a Northwesterly direction along said curve to the right having a central angle of 06°37'45", a radius of 612.00 feet, an arc length of 70.81 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE North 45°04'30" East departing the northeasterly right-of-way line of said Solana Boulevard and along the northwesterly right-of-way line of said Cortes a distance of 64.96 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE North 34°45'20" West departing the northwesterly right-of-way line of said Cortes a distance of 55.65 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE North 03°32'40" East a distance of 19.82 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE North 86°27'20" West a distance of 24.83 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE North 03°32'40" East a distance of 41.38 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a tangent curve to the left whose chord bears North 15°36'20" West, 12.68 feet;

THENCE in a Northwesterly direction along said curve to the left having a central angle of 38°18'00", a radius of 19.33 feet, an arc length of 12.92 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE North 34°45'20" West a distance of 54.52 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a tangent curve to the right whose chord bears North 06°40'19" West, 42.05 feet;

THENCE in a Northwesterly direction along said curve to the right having a central angle of 56°10'01", a radius 44.67 feet, an arc length of 43.79 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a tangent reverse curve to the left whose chord bears North 08°12'42" West, 29.00 feet;

THENCE in a Northwesterly direction along said curve to the left having a central angle of 59°14'46", a radius of 29.33 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being the westerly right-of-way line of Catalonia a proposed 24 foot right-of-way;

THENCE North 52°09'54" East crossing said Catalonia a distance of 24.00 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being the easterly right-of-way line of said Catalonia, said point being at the beginning of a non-tangent curve to the left whose chord bears South 81°17'43" East, 52.28 feet;

THENCE in a Southeasterly direction along said curve to the left having a central angle of 86°55'14", a radius of 38.00 feet, an arc length of 57.65 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE North 55°14'40" East a distance of 34.83 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a tangent curve to the left whose chord bears North 12°52'56" East, 40.43 feet;

THENCE in a Northeasterly direction along said curve to the left having a central angle of 84°43'29", a radius of 30.00 feet, an arc length of 44.36 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being the westerly right-of-way line of Cardona a proposed 24 foot right-of-way;

THENCE North 60°31'10" East crossing said Cardona a distance of 24.00 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being the easterly right-of-way line of said Cardona, said point being at the beginning of a non-tangent curve to the left whose chords bears South 33°53'07" East, 58.26 feet;

THENCE in a Southeasterly direction along said curve to the left having a central angle of 08°21'55", a radius of 399.39 feet, an arc length of 58.31 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being a tangent reverse curve to the right whose chord bears South 31°27'20" East, 19.52;

THENCE in a Southeasterly direction along said curve to the right having a central angle of 13°13'29", a radius of 84.77 feet, an arc length 19.57 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE South 26°27'20" East a distance of 65.09 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a tangent curve to the left whose chord bears South 46°27'20" East, 20.52 feet;

THENCE in a Southeasterly direction along said curve to the left having a central angle of 40°00'00", a radius of 30.00 feet, an arc length of 20.94 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE South 66°27'20" East a distance of 8.14 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a tangent curve to the right whose chord bears South 55°14'06" East, 21.02 feet;

THENCE in a Southeasterly direction along said curve to the right having a central angle of 22°26'28", a radius of 54.00 feet, an arc length of 21.15 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a tangent reverse curve to the left whose chord bears North 75°31'49" East, 52.20 feet;

THENCE in a Northeasterly direction along said curve to the left having a central angle of 120°54'22", a radius of 30.00 feet, an arc length of 63.31 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being the westerly right-of-way line of Castellon a proposed 24 foot right-of-way;

THENCE South 74°55'30" East crossing said Castellon a distance of 24.00 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being the easterly right-of-way line of said Castellon;

THENCE South 15°04'30" West a distance of 47.01 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a tangent curve to the left whose chord bears South 29°55'30" East, 36.77 feet;

THENCE in a Southeasterly direction along said curve to the left having a central angle of 90°00'00", a radius of 26.00 feet, an arc length 40.84 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being in the northwesterly right-of-way of said Cortes, 60 feet at this point;

THENCE South 74°55'30" East along the northwesterly right-of-way of said Cortes, a distance of 53.52 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a tangent curve to the left whose chord bears North 78°15'47" East, 59.09 feet;

THENCE in a Northwesterly direction along said curve to the left having a central angle of 53°37'25", a radius of 65.50 feet, an arc length of 61.31 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE South 38°32'55" East departing the northwesterly right-of-way crossing said Cortes a distance of 63.00 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being in the westerly line of said Lot 2R1, Block 1 Westlake/ Southlake Park Addition No. 1;

THENCE South 51°27'05" West along the westerly line of said Lot 2R1, Block 1 a distance of 215.91 feet to a 5/8 inch iron rod with yellow cap found for corner;

THENCE South 00°32'55" East continuing along the westerly line of said Lot 2R1, Block 1 a distance of 168.55 feet to the POINT OF BEGINNING containing 113,942 square feet or 2.616 acres of land more or less.

OWNERS DEDICATION

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT **MAGUIRE PARTNERS--SOLANA LAND, L.P.**, DO HEREBY ADOPT THIS PLAT, DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS **WESTLAKE ENTRADA--BLOCK I AND BLOCK J**, AN ADDITION TO THE TOWN OF WESTLAKE, TARRANT COUNTY, TEXAS. THE EASEMENTS THEREON ARE HEREBY RESERVED FOR THE PURPOSES INDICATED, AND IN ACCORDANCE WITH THE EASEMENT DOCUMENTS FILED WITH THE TOWN OF WESTLAKE AND TARRANT COUNTY. THE UTILITY AND FIRE LANE EASEMENTS SHALL BE OPEN TO FIRE AND POLICE UNITS, GARBAGE AND RUBBISH COLLECTION AGENCIES AND THE PUBLIC AND PRIVATE UTILITIES FOR WHICH THE EASEMENT IS RESERVED, AND AS SPECIFICALLY APPROVED BY THE TOWN OF WESTLAKE FOR THE USE OF A PARTICULAR EASEMENT, THE MAINTENANCE OF PAVING OR ANY OTHER SURFACE ON THE UTILITY AND FIRE LANE EASEMENTS IS THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER. NO BUILDINGS, OR OTHER PERMANENT IMPROVEMENTS SHALL BE CONSTRUCTED, RECONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN. SAID EASEMENTS BEING HEREBY RESERVED FOR USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES FOR WHICH THE EASEMENT IS RESERVED, AND AS SPECIFICALLY APPROVED BY THE TOWN OF WESTLAKE. ANY PUBLIC UTILITY FOR WHICH THE EASEMENT IS RESERVED, AND AS SPECIFICALLY APPROVED BY THE TOWN OF WESTLAKE TO USE A PARTICULAR EASEMENT SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS OR OTHER IMPROVEMENTS WHICH IN ANY WAY MAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS SYSTEM IN THE EASEMENT AND THAT PUBLIC UTILITY SHALL AT ALL TIMES HAVE FULL RIGHT OF INGRESS AND EGRESS UPON THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, AND MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS SYSTEM, SUBJECT TO COMPLYING WITH ALL ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE TOWN OF WESTLAKE, TEXAS, AND IN ACCORDANCE WITH THE EASEMENT DOCUMENTS FILED WITH THE TOWN OF WESTLAKE AND TARRANT COUNTY. THE TOWN OF WESTLAKE, TEXAS, AND THE PUBLIC UTILITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO PRIVATE PROPERTY FOR THE PURPOSE OF READING METERS, MAINTENANCE AND SERVICE REQUIRED OR ORDINARILY PERFORMED BY THAT UTILITY. NO GENERIC "U.E.S." (UTILITY EASEMENTS) WILL BE ALLOWED. NO EASEMENT WILL BE ALLOWED BY SEPARATE INSTRUMENT WITHOUT WRITTEN APPROVAL BY THE TOWN OF WESTLAKE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS PLAT, THE OWNERS, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, RESERVE AND RETAIN THE RIGHT TO GRANT OTHER RIGHTS AND EASEMENTS ACROSS, OVER OR UNDER THE EASEMENT TRACT(S) TO SUCH OTHER PERSONS AS THE OWNERS DEEM PROPER, PROVIDED SUCH OTHER GRANTS ARE SUBJECT TO THE EASEMENTS TO THE TOWN OF WESTLAKE GRANTED IN THE EASEMENT DOCUMENTS, AND THE USES GRANTED DO NOT MATERIALLY INTERFERE WITH THE USE OF SAID EASEMENTS BY THE TOWN OF WESTLAKE FOR THE PURPOSES SET FORTH HEREIN AND THE TOWN APPROVES SAID ADDITIONAL EASEMENTS OR ADDITIONAL USES IN WRITING. ANY DAMAGES TO FACILITIES LOCATED IN SAID EASEMENTS AS A RESULT OF THE USE GRANTED TO SUCH OTHER PERSON SHALL BE PROMPTLY REPAIRED BY SUCH OTHER PERSON, AND THE TOWN OF WESTLAKE SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO SUCH OTHER PERSON'S FACILITIES IN CONNECTION WITH THE USE OF SAID EASEMENT BY THE TOWN OF WESTLAKE.

IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS PLAT, THE OWNERS, AND THEIR SUCCESSORS AND ASSIGNS, MAY USE THE EASEMENT TRACT(S) IDENTIFIED IN THE EASEMENT DOCUMENTS, AND SHOWN WITHIN THE BOUNDARIES OF THE PLATTED PROPERTY FOR PAVING, PEDESTRIAN WALKWAY, PARKING, LANDSCAPING AND AERIAL IMPROVEMENT PURPOSES (THE "IMPROVEMENTS"), WHICH DO NOT MATERIALLY INTERFERE WITH OR PREVENT THE USE BY THE TOWN OF WESTLAKE OF SAID EASEMENTS FOR THE PURPOSES SET FORTH HEREIN. ANY DAMAGES TO FACILITIES LOCATED IN THE EASEMENTS IDENTIFIED ON THE PLATTED PROPERTY AS A RESULT OF SUCH USES SHALL BE PROMPTLY REPAIRED BY THE THEN-CURRENT OWNER OF THE PLATTED PROPERTY THAT CAUSED SUCH DAMAGE, AND THE TOWN OF WESTLAKE SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGES TO THE IMPROVEMENTS IN CONNECTION WITH THE USE OF SAID EASEMENTS BY THE TOWN OF WESTLAKE.

THAT THE UNDERSIGNED DOES HEREBY DEDICATE TO THE TOWN OF WESTLAKE, IN FEE SIMPLE, TO THE PUBLIC IN PERPETUITY FOREVER, THE STREETS AND ALLEYS SHOWN THEREON. THE STREETS AND ALLEYS ARE DEDICATED FOR PUBLIC PURPOSES.

THIS PLAT IS APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE TOWN OF WESTLAKE, TEXAS.

WITNESS MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

By: **MAGUIRE PARTNERS--SOLOANA LAND, L.P.**  
a Texas limited partnership

By: \_\_\_\_\_ Printed Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

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 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 \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, David F. McCullah, 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 Westlake, Texas.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**PRELIMINARY**  
**RELEASED 7-7-16 FOR REVIEW ONLY. THIS DOCUMENT SHALL**  
**NOT BE RECORDED FOR ANY PURPOSE.**

David F. McCullah  
Texas Registered Professional Land Surveyor No. 4023

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned, a Notary Public, in and for The State of Texas, on this day personally appeared David F. McCullah, 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 \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

APPROVED BY THE TOWN COUNCIL OF WESTLAKE, TEXAS  
on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
ATTEST:  
\_\_\_\_\_  
MAYOR  
\_\_\_\_\_  
TOWN SECRETARY

REVIEWED BY:  
\_\_\_\_\_  
TOWN ATTORNEY  
\_\_\_\_\_  
TOWN ENGINEER

APPROVED BY THE TOWN PLANNING AND ZONING COMMISSION OF WESTLAKE, TEXAS  
on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
ATTEST:  
\_\_\_\_\_  
Town Planning & Zoning Chairperson  
\_\_\_\_\_  
Town Secretary

NOTES:

1. Basis of bearing, horizontal and vertical position derived from the Texas WDS RTK Network--Texas State Plane Coordinate System, NAD83, North Central Zone (4202).
2. No Floodplain exits on this site.
3. Selling a portion of this property by metes and bounds is a violation of the Town Ordinance and State Law and is subject to fines and withholding of utilities and building permits.
4. Unless otherwise noted, all boundary corner & lot corners are 5/8" iron rod set with yellow cap stamp "BGE".
5. Sheet Sheet 2 of 3 for the annotation of lots and easements.

REPLAT  
OF  
**WESTLAKE ENTRADA**

**BLOCK B, LOT 1R**  
**BLOCK I, LOTS 1& 2X**  
**BLOCK J, LOTS 11-16, 17X, 18X, 19X & 20X**  
**A BEING A TOTAL OF 2.616 ACRES IN THE**  
**CM. THROOP SURVEY, ABSTRACT NO. 1510,**  
**TOWN OF WESTLAKE, TEXAS TARRANT COUNTY, TEXAS**  
**JUNE 2016**

DEVELOPER  
**BUSH DESIGN & ASSOCIATES, INC.**  
P.O. BOX 456  
Franklin, Texas 77856  
Contact: Ralph Bush  
Telephone: (972) 333-9455

OWNER  
**MAGUIRE PARTNERS -**  
**SOLANA LAND L.P.**  
1800 Valley View Lane, Suite 300  
Farmers Branch, Texas 75234  
Contact: Michael Beatty  
Telephone: (214)-287-9009

SURVEYOR/ENGINEER  
  
**Brown & Gay Engineers, Inc.**  
2529 Dallas Parkway, Suite 204  
Frisco, Texas 75034  
Contact: Jason Frey  
Tel: 972-464-4800 • www.browngay.com  
TBPLS Registration No. 10193963  
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# Planning and Zoning

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Item # 4 – Adjournment  
Regular Session

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Back up material has not  
been provided for this  
item.

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