

*The Regular Meeting of the Town of Westlake Town Council will begin immediately following the conclusion of the Town Council Work Session but not prior to the posted start time.*



## **TOWN OF WESTLAKE, TEXAS**

### *Vision Statement*

*An oasis of natural beauty that maintains our open spaces in balance with distinctive development, trails, and quality of life amenities amidst an ever expanding urban landscape.*

## **TOWN COUNCIL MEETING**

### **AGENDA**

**August 22, 2016**

**1301 Solana Blvd.  
Building 4, Suite 4202  
2<sup>ND</sup> FLOOR, COUNCIL CHAMBER  
WESTLAKE, TX 76262**

**Workshop Session: 5:15 p.m.**

**Regular Session: 6:30 p.m.**

### *Mission Statement*

*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, and transparent.*

*Westlake, Texas – "One-of-a-kind community; natural oasis – providing an exceptional level of service."*

## **Work Session**

### **1. CALL TO ORDER**

### **2. PLEDGE OF ALLEGIANCE**

### **3. REVIEW OF CONSENT AGENDA ITEMS FOR THE TOWN COUNCIL REGULAR MEETING AGENDA. (10 min)**

### **4. REPORTS**

Reports are prepared for informational purposes and will be accepted as presented. (there will no presentations associated with the report items) There will be no separate discussion unless a Council Member requests that report be removed and considered separately.

- a. Report funding related to the replacement of the temporary fire station living quarters and bay improvements located at 2900 Dove Road.

### **5. DISCUSSION ITEMS**

- a. Presentation and 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.
- b. ***Standing Item:*** Update and discussion regarding the Granada Development, including items posted on the regular session agenda and the Covenants Conditions Restrictions (CCR's) and Design Standards. (10 min)
- c. ***Standing Item:*** Update and discussion regarding the Entrada Development, including items posted on the regular session agenda and public art. (10 min)

### **6. EXECUTIVE SESSION**

The Council will conduct a closed session pursuant to Texas Government Code, annotated, Chapter 551, Subchapter D for the following:

- a. Sec. 551.071 Consultation with Attorney (1) when the governmental body seeks the advice of its attorney about: (A) pending or contemplated litigation; or (B) a settlement offer; (2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: Ordinance 767
- b. Section 551.087 Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of

- a financial or other incentive to a business prospect described by Subdivision (1) for the following:
- Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
  - Project Lynx
  - Quail Hollow
  - CS Kinross Lake Parkway, a Delaware limited liability company, its affiliate Charles Schwab & Co., Inc.
- c. Section 551.072 to deliberate the purchase, exchange, lease of value of real property regarding Town Hall offices and possible Fire Stations sites

**7. RECONVENE MEETING**

**8. COUNCIL RECAP / STAFF DIRECTION**

**9. ADJOURNMENT**

**Regular Session**

**1. CALL TO ORDER**

**2. ITEMS OF COMMUNITY INTEREST:** Mayor and Council Reports on Items of Community Interest pursuant to Texas Government Code Section 551.0415 the Town Council may report on the following items: (1) expression of thanks, congratulations or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming Town Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety.

**3. CITIZEN COMMENTS:** This is an opportunity for citizens to address the Council on any matter whether or not it is posted on the agenda. The Council cannot by law take action nor have any discussion or deliberations on any presentation made to the Council at this time concerning an item not listed on the agenda. The Council will receive the information, ask staff to review the matter, or an item may be noticed on a future agenda for deliberation or action.

**4. CONSENT AGENDA:** All items listed below are considered routine by the Town Council and will be enacted with one motion. There will be no separate discussion of items unless a Council Member or citizen so requests, in which event the item will be removed from the general order of business and considered in its normal sequence.

- a. Consider approval of the minutes from the June 13, 2016, meeting.
- b. Consider approval of the minutes from the August 10, 2016, meeting.
- c. Consider approval of **Resolution 16-27**, Appointing and Reappointing Various Affiliate and Planning & Zoning Commission Members.

- d. Consider approval of **Resolution 16-28**, approving all funding related to the replacement of the temporary fire station living quarters and bay improvements located at 2900 Dove Road.
  - e. Consider approval of **Resolution 16-29**, Entering into an agreement with Brown Reynolds Watford (BRW) architects to provide professional services for concept design of the Town of Westlake Fire Station & EMS and authorize Town Manager to make funding changes not to exceed \$25,000.00 on this project.
  - f. Consider approval of **Resolution 16-30**, Adopting an Economic Development Incentive Policy.
  - g. Consider approval of **Ordinance 787**, Approving a Right-of-Way License Agreement for a perimeter fence within Town of Westlake right of way along FM 1938 and Dove Road.
5. **CONDUCT A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE 791, APPROVING 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.**
  6. **DISCUSSION AND CONSIDERATION OF ORDINANCE 788, ACCEPTING A DONATION OF LAND AT THE NORTHWEST CORNER OF FM 1938 (DAVIS BLVD) AND DOVE ROAD FOR A FIRE STATION AND OTHER MUNICIPAL USES, AUTHORIZING THE TOWN MANAGER TO SIGN ALL NECESSARY DOCUMENTS AND AGREEMENTS.**
  7. **CONDUCT A PUBLIC HEARING AND CONSIDERATION OF ORDINANCE 789, AMENDING 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.**
  8. **CONDUCT A PUBLIC HEARING AND CONSIDERATION OF ORDINANCE 790, ESTABLISHING, CREATING, AND DESIGNATING THE SITE SPECIFIC TOWN OF WESTLAKE TAX REINVESTMENT ZONE 4 TO PROVIDE TOWN TAX ABATEMENT INCENTIVES PER THE ECONOMIC DEVELOPMENT AGREEMENT APPROVED VIA RESOLUTION 16-26 FOR THE PROJECT COMMONLY KNOWN AS THE CHARLES SCHWAB & CO. WESTLAKE CORPORATE OFFICE CAMPUS.**
  9. **DISCUSSION AND CONSIDERATION REGARDING RESOLUTION 16-31, DESIGNATING A NEIGHBORHOOD EMPOWERMENT ZONE IN THE TOWN OF WESTLAKE RELATED TO THE CHARLES SCHWAB & CO. CORPORATE OFFICE CAMPUS SITE DESIGNATED FOR TAX REINVESTMENT ZONE #4.**

## **10. EXECUTIVE SESSION**

The Council will conduct a closed session pursuant to Texas Government Code, annotated, Chapter 551, Subchapter D for the following:

- a. Sec. 551.071 Consultation with Attorney (1) when the governmental body seeks the advice of its attorney about: (A) pending or contemplated litigation; or (B) a settlement offer; (2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: Ordinance 767
- b. Section 551.087 Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1) for the following:
  - Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
  - Project Lynx
  - Quail Hollow
  - CS Kinross Lake Parkway, a Delaware limited liability company, its affiliate Charles Schwab & Co., Inc.
- c. Section 551.072 to deliberate the purchase, exchange, lease of value of real property regarding Town Hall offices and possible Fire Stations sites

## **11. RECONVENE MEETING**

## **12. TAKE ANY ACTION, IF NEEDED, FROM EXECUTIVE SESSION ITEMS.**

- 13. FUTURE AGENDA ITEMS:** Any Council member may request at a workshop and / or Council meeting, under "Future Agenda Item Requests", an agenda item for a future Council meeting. The Council Member making the request will contact the Town Manager with the requested item and the Town Manager will list it on the agenda. At the meeting, the requesting Council Member will explain the item, the need for Council discussion of the item, the item's relationship to the Council's strategic priorities, and the amount of estimated staff time necessary to prepare for Council discussion. If the requesting Council Member receives a second, the Town Manager will place the item on the Council agenda calendar allowing for adequate time for staff preparation on the agenda item.

## 14. ADJOURNMENT

**ANY ITEM ON THIS POSTED AGENDA COULD BE DISCUSSED IN EXECUTIVE SESSION AS LONG AS IT IS WITHIN ONE OF THE PERMITTED CATEGORIES UNDER SECTIONS 551.071 THROUGH 551.076 AND SECTION 551.087 OF THE TEXAS GOVERNMENT CODE.**

### CERTIFICATION

I certify that the above notice was posted at the Town Hall of the Town of Westlake, 1301 Solana Blvd., Building 4, Suite 4202, Westlake, TX 76262, August 18, 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.

*The Regular Meeting of the Town of Westlake Town Council will begin immediately following the conclusion of the Town Council Work Session but not prior to the posted start time.*



## TOWN OF WESTLAKE, TEXAS

### *Vision Statement*

*An oasis of natural beauty that maintains our open spaces in balance with distinctive development, trails, and quality of life amenities amidst an ever expanding urban landscape.*

## TOWN COUNCIL MEETING

### **AMENDED AGENDA**

**August 22, 2016**

**1301 Solana Blvd.  
Building 4, Suite 4202  
2<sup>ND</sup> FLOOR, COUNCIL CHAMBER  
WESTLAKE, TX 76262**

**Workshop Session: 5:15 p.m.**

**Regular Session: 6:30 p.m.**

### *Mission Statement*

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## **Work Session**

### **DISCUSSION ITEMS (item added)**

- a. Update and discussion regarding possible Town participation in Tarrant County aerial mosquito spraying.

**ANY ITEM ON THIS POSTED AGENDA COULD BE DISCUSSED IN EXECUTIVE SESSION AS LONG AS IT IS WITHIN ONE OF THE PERMITTED CATEGORIES UNDER SECTIONS 551.071 THROUGH 551.076 AND SECTION 551.087 OF THE TEXAS GOVERNMENT CODE.**

### **CERTIFICATION**

I certify that the above notice was posted at the Town Hall of the Town of Westlake, 1301 Solana Blvd., Building 4, Suite 4202, Westlake, TX 76262, August 19, 2016, by 4:30 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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# Town Council

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Item # 2 – Pledge of  
Allegiance

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*Texas Pledge:*

*"Honor the Texas flag;  
I pledge allegiance to  
thee, Texas, one state  
under God, one and  
indivisible."*

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# Town Council

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## Item # 3 – Review of Consent Items

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### REVIEW OF CONSENT AGENDA ITEMS FOR THE TOWN COUNCIL REGULAR MEETING AGENDA.

- a. Consider approval of the minutes from the June 13, 2016, meeting.
- b. Consider approval of the minutes from the August 10, 2016, meeting.
- c. Consider approval of **Resolution 16-27**, Appointing and Reappointing Various Affiliate and Planning & Zoning Commission Members.
- d. Consider approval of **Resolution 16-28**, approving all funding related to the replacement of the temporary fire station living quarters and bay improvements located at 2900 Dove Road.
- e. Consider approval of **Resolution 16-29**, Entering into an agreement with Brown Reynolds Watford (BRW) architects to provide professional services for concept design of the Town of Westlake Fire Station & EMS and authorize Town Manager to make funding changes not to exceed \$25,000.00 on this project.
- f. Consider approval of **Resolution 16-30**, Adopting an Economic Development Incentive Policy.
- g. Consider approval of **Ordinance 787**, Approving a Right-of-Way License Agreement for a perimeter fence within Town of Westlake right of way along FM 1938 and Dove Road.

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# Town Council

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## Item # 4 – Reports

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### **REPORTS**

Reports are prepared for informational purposes and will be accepted as presented. (there will no presentations associated with the report items) There will be no separate discussion unless a Council Member requests that report be removed and considered separately.

- a. Report funding related to the replacement of the temporary fire station living quarters and bay improvements located at 2900 Dove Road.



**TYPE OF ACTION**

Workshop - Report

**Westlake Town Council Meeting  
Monday, August 22, 2016**

**TOPIC:** Report showing all funding related to the replacement of the temporary fire station living quarters and bay improvements located at 2900 Dove Road.

**STAFF CONTACT:** Troy J. Meyer, Facilities Director

**Strategic Alignment**

<b><u>Vision, Value, Mission</u></b>	<b><u>Perspective</u></b>	<b><u>Strategic Theme &amp; Results</u></b>	<b><u>Outcome Objective</u></b>
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.	People, Facilities, & Technology	Exemplary Service & Governance - We set the standard by delivering unparalleled municipal and educational services at the lowest cost.	Improve Technology, Facilities & Equipment
<b><u>Strategic Initiative</u></b>			
Outside the Scope of Identified Strategic Initiatives			

**Time Line - Start Date:** January 1, 2014    **Completion Date:** January 31, 2016

**Funding Amount** \$286,071    **Status** -  **Not Funded**    **Source** - Multiple Sources - see comments below

**EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)**

On December 31 2014, the office/living quarters of the temporary fire station at 2900 Dove Road were damaged by fire. The 70 X 30 model home was a total loss and subsequently removed. Firefighters were relocated to a 37 foot camping trailer on the same site. The Town Council approved to extend the remaining metal building to the west for office/living quarters on March 2, 2015.

In April of 2015 Centurion American was willing to donate the construction of the internal living quarters inside the metal building, approximately 2,000 sq ft. This contributed cost was estimated to be \$82,000.

The Town's insurance company (TML Risk Pool) made a determination that the temporary building was a total loss with a replacement value of \$80,622. The total payments from the insurance proceed where \$162,059 which included all contents and incidental expenditures.

Total Cost of Project	\$ 286,071
Insurance Proceeds	(162,059)
In-kind Donations	(82,000)
** Town of Westlake expenditures	(42,012)
	\$ -
** Transfer from FY 15/16 Fire Department operating budget	\$ 16,268
Additional exp. to upgrade station for safety	
Vent hood	8,193
Sprinkler system	4,024
Bay heaters	5,631
Radio replacements	7,896
Sub-total additional improvements	25,744
Total Town of Westlake expenditures	\$ 42,012

The final cost of the project is \$286,071 which was funded by the General Maintenance & Replacement Fund, insurance proceeds, donations and the General Fund Department 14 (Fire Department).

There were key safety items (vent hood, sprinkler system in bays and radio replacements) not covered by the insurance proceeds because they were not in the temporary living quarter or the three bays prior to the fire. These items where added to ensure the safety of the firefighters and to protect the new facilities and caused the project to go over budget by \$42,012. Funding for the overage was offset by the GMR fund and a reduction of the Fire Department's current FY 2015-16 operating budget in the General Fund.

Staff is proposing the approval of a resolution showing all funding related to the replacement of the temporary fire station living quarters and bay improvements located at 2900 Dove Road at the August 22, 2016 meeting.

**RECOMMENDATION**

Staff recommends the approval of all funding related to the replacement of the temporary fire station living quarters and bay improvements located at 2900 Dove Road.

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# Town Council

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## Item # 5 – Discussion Items

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### DISCUSSION ITEMS

- a. Presentation and 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.
- b. ***Standing Item:*** Update and discussion regarding the Granada Development, including items posted on the regular session agenda and the Covenants Conditions Restrictions (CCR's) and Design Standards. (10 min)
- c. ***Standing Item:*** Update and discussion regarding the Entrada Development, including items posted on the regular session agenda and public art. (10 min)


**TYPE OF ACTION**

Workshop - Discussion Item

**Monday, August 22, 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**

<b><u>Vision, Value, Mission</u></b>	<b><u>Perspective</u></b>	<b><u>Strategic Theme &amp; Results</u></b>	<b><u>Outcome Objective</u></b>
Mission: Westlake is a unique community blending preservation of our natural environment and viewscapes, 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.

**TOWN OF WESTLAKE**

**ORDINANCE XXX**

**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 pre-application 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 22<sup>nd</sup> DAY OF AUGUST 2016.**

\_\_\_\_\_  
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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# Town Council

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Item # 5b – Granada  
Development

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***Standing Item:*** Update and discussion regarding the Granada Development, including items posted on the regular session agenda and the Covenants Conditions Restrictions (CCR's) and Design Standards.

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# Town Council

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Item # 5c – Entrada  
Development

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***Standing Item:*** Update and discussion regarding the Entrada Development, including items posted on the regular session agenda and public art.

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# Town Council

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## Item # 6 – Executive Session

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### EXECUTIVE SESSION

- a. Sec. 551.071 Consultation with Attorney (1) when the governmental body seeks the advice of its attorney about: (A) pending or contemplated litigation; or (B) a settlement offer; (2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: Ordinance 767
- b. Section 551.087 Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1) for the following:
  - Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
  - Project Lynx
  - Quail Hollow
- c. Section 551.072 to deliberate the purchase, exchange, lease of value of real property regarding Town Hall offices and possible Fire Stations sites

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# Town Council

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Item # 7 – Reconvene  
Council Meeting

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# Town Council

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Item # 8 – Council Recap /  
Staff Direction

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**COUNCIL RECAP / STAFF DIRECTION**

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# Town Council

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Item # 9 – Adjournment  
Work Session

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# Town Council

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**ITEMS OF COMMUNITY INTEREST:** Mayor and Council Reports on Items of Community Interest pursuant to Texas Government Code Section 551.0415 the Town Council may report on the following items: (1) expression of thanks, congratulations or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming Town Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety.

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## Item # 2 – Items of Community Interest

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- ✓ Town Council Workshop/Meeting  
Monday, August 22, 2016  
Westlake Town Hall, Solana – Council Chamber/Courtroom
- ✓ Westlake Municipal Offices & Westlake Academy closed in observance of the Labor Day holiday  
Monday, September 5, 2016
- ✓ Coffee & Conversation with the Mayor  
*-Not on typical Monday due to Labor Day holiday*  
**Tuesday, September 6, 2016; 8:00 – 9:30 am**  
Marriott Solana Hotel – Great Room
- ✓ Paws on the Plaza (Family fun event for residents & their pets to promote animal registration!)  
Saturday, September 10, 2016 8:30 -11:30 am  
The Plaza in Solana, 1301 Solana Boulevard  
\*For more details, check the Town's [webpage](#) and [Facebook](#) account
- ✓ Board of Trustees Workshop/Meeting  
Monday, September 12, 2016  
Westlake Town Hall, Solana – Council Chamber/Courtroom
- ✓ Planning & Zoning Meeting (Please check Town's [webpage](#))  
Monday, September 13, 2016  
Westlake Town Hall, Solana – Council Chamber/Courtroom
- ✓ Social Media Presentation for WA & Westlake Parents; Presentation and Q&A time with FBI agent  
Wednesday, September 14, 2016; 6:00 – 7:00 pm  
Westlake Academy Campus – Multi-Purpose Hall (MPH)
- ✓ Town Council Workshop/Meeting  
Monday, September 19, 2016  
Westlake Town Hall, Solana – Council Chamber/Courtroom
- **Coming soon: Westlake Public Art Program – Public Workshop (for Residents & All Stakeholders)**  
**Tentative date:** Evening of Thursday, October 20 or October 27, 2016.  
Stay tuned for more information and date confirmation!

\*For meeting agendas and details on calendar events, please visit the Town's [website](#).

\*\*For WA Athletic events, please check the appropriate sport's category box on the WA Calendar [webpage](#)

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# Town Council

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## Item # 3 – Citizen Comments

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**CITIZEN COMMENTS:** This is an opportunity for citizens to address the Council on any matter whether or not it is posted on the agenda. The Council cannot by law take action nor have any discussion or deliberations on any presentation made to the Council at this time concerning an item not listed on the agenda. The Council will receive the information, ask staff to review the matter, or an item may be noticed on a future agenda for deliberation or action.

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# Town Council

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## Item # 4 – Consent Agenda

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**CONSENT AGENDA:** All items listed below are considered routine by the Town Council and will be enacted with one motion. There will be no separate discussion of items unless a Council Member or citizen so requests, in which event the item will be removed from the general order of business and considered in its normal sequence.

- a. Consider approval of the minutes from the June 13, 2016, meeting.
- b. Consider approval of the minutes from the August 10, 2016, meeting.
- c. Consider approval of **Resolution 16-27**, Appointing and Reappointing Various Affiliate and Planning & Zoning Commission Members.
- d. Consider approval of **Resolution 16-28**, approving all funding related to the replacement of the temporary fire station living quarters and bay improvements located at 2900 Dove Road.
- e. Consider approval of **Resolution 16-29**, Entering into an agreement with Brown Reynolds Watford (BRW) architects to provide professional services for concept design of the Town of Westlake Fire Station & EMS and authorize Town Manager to make funding changes not to exceed \$25,000.00 on this project.
- f. Consider approval of **Resolution 16-30**, Adopting an Economic Development Incentive Policy.
- g. Consider approval of **Ordinance 787**, Approving a Right-of-Way License Agreement for a perimeter fence within Town of Westlake right of way along FM 1938 and Dove Road.



**MINUTES OF THE  
TOWN OF WESTLAKE, TEXAS  
TOWN COUNCIL MEETING**

**June 13, 2016**

**PRESENT:** Mayor Pro Tem Carol Langdon, Council Members, Michael Barrett, Alesa Belvedere, and Rick Rennhack.

**ABSENT:** Mayor Laura Wheat and Wayne Stoltenberg

**OTHERS PRESENT:** Town Manager Thomas Brymer, Town Secretary Kelly Edwards, Town Attorney Stan Lowry, Assistant Town Manager Amanda DeGan, Director of Public Works Jarrod Greenwood, Director of Planning Eddie Edwards, Director of Human Resources & Administrative Services Todd Wood, Fire Chief Richard Whitten, Director of Communications Ginger Awtry, Communications Specialist Susan McFarland, Information Technology Coordinator Ray Workman, and Project Manager, Rick Chaffin.

**Work Session**

**1. CALL TO ORDER**

Mayor Pro Tem Langdon called the work session to order at 5:15 p.m.

**2. PLEDGE OF ALLEGIANCE**

Mayor Pro Tem Langdon led the pledge of allegiance to the United States and Texas flags.

### 3. REVIEW OF CONSENT AGENDA ITEMS FOR THE TOWN COUNCIL REGULAR MEETING AGENDA.

Town Manager Brymer and Director Greenwood provided an overview of **item g** and **item h** of the consent agenda.

Discussion ensued regarding item g - the cost, Engineer's recommendation, project management, easements, funding source.

Discussion ensued regarding item h - the Interlocal Agreement, reducing the charge, unmetered flow, and Southlake's flow through Terra Bella.

### 4. DISCUSSION ITEMS

- a. Presentation and Discussion Regarding Regional Transportation Planning Including the SH114 and SH170 Corridor and the Town's Thoroughfare Plan in Connection with these Corridors.

Town Manager Brymer provided an overview of the item and a memo regarding the highways impact on Westlake's Thoroughfare Plan.

Russell Laughlin, Hillwood Properties, provided an overview and presentation regarding Transportation Planning.

Discussion ensued regarding balancing projects and state funding, inter connectivity in the Town, additional lanes on Highway 114, regional transit plan, and items driving development.

- b. Presentation and discussion regarding the unfunded the construction of Telecommunications Ductbank in the GlenWyck Farms subdivision.

Mayor Pro Tem Langdon stated that this item would be moved to the August agenda.

Town Manager Brymer and Director Greenwood provided a brief overview of the item.

- c. ***Standing Item:*** Update and discussion regarding the Granada Development, including items posted on the regular session agenda and the Covenants Conditions Restrictions (CCR's) and Design Standards.

No additional discussion.

- d. **Standing Item:** Update and discussion regarding the Entrada Development, including items posted on the regular session agenda and public art.

No additional discussion.

## 5. EXECUTIVE SESSION

The Council convened into executive session at 6:36 p.m.

The Council will conduct a closed session pursuant to Texas Government Code, annotated, Chapter 551, Subchapter D for the following:

- a. Sec. 551.071 Consultation with Attorney (1) when the governmental body seeks the advice of its attorney about: (A) pending or contemplated litigation; or (B) a settlement offer; (2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: Ordinance 767
- b. Section 551.087 Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1) for the following:
  - Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
  - Project Blizzard
  - Project Lynx
  - Deloitte LLP
- c. Section 551.072 to deliberate the purchase, exchange, lease of value of real property regarding Town Hall offices and possible Fire Stations sites
- d. Section 551.074(a)(1): Deliberation Regarding Personnel Matters – to deliberate the appointment, employment, evaluation, reassignment, duties, of a public officer or employee: Town Manager

## 6. RECONVENE MEETING

Mayor Pro Tem Langdon reconvened the meeting at 7:36 p.m.

## 7. COUNCIL RECAP / STAFF DIRECTION

No additional direction provided.

## 8. ADJOURNMENT

Mayor Pro Tem Langdon adjourned the work session at 7:37 p.m.

## Regular Session

### 1. CALL TO ORDER

Mayor Pro Tem Langdon called the regular session to order at 7:37 p.m.

### 2. ITEMS OF COMMUNITY INTEREST

Holiday closings and upcoming events.

### 3. CITIZEN COMMENTS

Colin Stevenson, 1823 Broken Bend, spoke in opposition of **item d** of the consent agenda.

### 4. CONSENT AGENDA

- a. Consider approval of the minute from the May 16, 2016, meeting.
- b. Consider approval of the minutes from the May 23, 2016, meeting.
- c. Consider approval of the minutes from the May 25, 2016, meeting.
- d. Consider approval of **Resolution 16-21**, Adopting the provisions of Section 552.275 of Chapter 552 of The Texas Government Code and Establishes a reasonable limit on the amount of time that personnel of the Town are required to spend producing Public Information.
- e. Consider approval of **Resolution 16-22**, Approving a Contract with TxDOT for Signalization at FM 1938 (Davis Blvd.) and Dove Road.
- f. Consider approval of **Resolution 16-23**, Authorizing payment to JEA HydroTech Engineering, Inc. in the amount of \$73,500.00 for engineering design of drainage improvements on Dove Road.
- g. Consider approval of **Resolution 16-24**, Amending an existing agreement for water service with the City of Fort Worth, Texas, relating to construction of the Northside II 48-inch water main and allocated capacity of wholesale purchase of treated water.
- h. Consider approval of **Resolution 16-25**, Entering into an Interlocal Agreement with the City of Southlake amending 1996 and 1999 Agreements regarding the N-1 Sanitary Sewer Line.

**MOTION:** Council Member Belvedere made a motion to approve the consent agenda. Council Member Barrett seconded the motion. The motion carried by a vote of 4-0.

## 5. EXECUTIVE SESSION

The Council did not convene into executive session.

The Council will conduct a closed session pursuant to Texas Government Code, annotated, Chapter 551, Subchapter D for the following:

- a. Sec. 551.071 Consultation with Attorney (1) when the governmental body seeks the advice of its attorney about: (A) pending or contemplated litigation; or (B) a settlement offer; (2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: Ordinance 767
- b. Section 551.087 Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1) for the following:
  - Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
  - Project Blizzard
  - Project Lynx
  - Deloitte LLP
- c. Section 551.072 to deliberate the purchase, exchange, lease of value of real property regarding Town Hall offices and possible Fire Stations sites
- d. Section 551.074(a)(1): Deliberation Regarding Personnel Matters – to deliberate the appointment, employment, evaluation, reassignment, duties, of a public officer or employee: Town Manager

## 6. RECONVENE MEETING

## 7. TAKE ANY ACTION, IF NEEDED, FROM EXECUTIVE SESSION ITEMS.

**MOTION:** Council Member Rennhack made a motion to approve **Resolution 16-26**. Council Member Belvedere seconded the motion. The motion carried by a vote of 4-0.

**8. FUTURE AGENDA ITEMS**

No future agenda items.

**9. ADJOURNMENT**

There being no further business before the Council, Mayor Pro Tem Langdon asked for a motion to adjourn the meeting.

**MOTION:** Council Member Rennhack made a motion to adjourn the meeting. Council Member Barrett seconded the motion. The motion carried by a vote of 4-0.

Mayor Wheat adjourned the meeting at 7:40 p.m.

**APPROVED BY THE TOWN COUNCIL ON AUGUST 22, 2016.**

ATTEST:

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

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



**MINUTES OF THE  
TOWN OF WESTLAKE, TEXAS  
TOWN COUNCIL MEETING**

**August 10, 2016**

**PRESENT:** Mayor Laura Wheat, Council Members, Alesa Belvedere, Carol Langdon, Rick Rennhack and Wayne Stoltenberg.

**ABSENT:** Michael Barrett

**OTHERS PRESENT:** Town Manager Thomas Brymer, Town Secretary Kelly Edwards, Town Attorney Stan Lowry, Assistant Town Manager Amanda DeGan, Director of Public Works Jarrod Greenwood, Director of Building Construction / Zoning Enforcement Eddie Edwards, Director of Human Resources & Administrative Services Todd Wood, Fire Chief Richard Whitten, Director of Communications Ginger Awtry, Keller Police Chief Mike Wilson, Director of Parks, Director of Information Technology Jason Power, Director of Facilities and Parks & Recreation Troy Meyer, Finance Supervision Jaymi Ford, and Interim Director of Planning, Rick Chaffin.

**Workshop Session**

**1. CALL TO ORDER**

Mayor Wheat called the work session to order at 12:12 p.m.

**2. DISCUSSION OF THE PROPOSED MUNICIPAL BUDGET FOR FISCAL YEAR 2016-2017, FUNDED AND UNFUNDED (UNDER DISCUSSION) PROJECTS CONTAINED IN THE TOWN'S PROPOSED FIVE (5) YEAR CAPITAL IMPROVEMENT PLAN, AS WELL AS THE PROPOSED OPERATING BUDGET FOR WESTLAKE ACADEMY FOR FISCAL YEAR 2016-17.**

Town Manager Brymer provided a presentation and overview of the proposed budget.

Discussion ensued regarding the inclusion of a compensation plan – pay banding, revenues impacts, ductbank infrastructure for the Glenwyck subdivision, payroll and benefit packages, Balanced Scorecard, and pausing the Community Tree Lighting event.

The Council adjourned for a break at 1:55 p.m.

**3. EXECUTIVE SESSION**

The Council convened into executive session at 2:08 p.m.

Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session to deliberate regarding the following matter:

Sec. 551.072. Deliberation Regarding Real Property – Lease of Town Hall offices.

**4. RECONVENE MEETING**

Mayor Pro Tem Langdon reconvened the meeting at 3:51 p.m.

**5. TAKE ANY ACTION, IF NEEDED, FROM EXECUTIVE SESSION ITEMS.**

No action taken from executive session.

Mayor Wheat continued the budget work session.

Discussion resumed regarding the Al Valorem tax, the addition of labs to the Arts & Sciences building, Outdoor Learning at the Academy, how to project enrollment, updating the Academy Facility Plan, Capital Project Funds, revisions to the proposed Academy budget, Blacksmith donations, and iPad leases.

**6. ADJOURNMENT**

Mayor Wheat adjourned the work session at 5:54 p.m.

**APPROVED BY THE TOWN COUNCIL ON AUGUST 22, 2016.**

ATTEST:

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

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



**TYPE OF ACTION**

Regular Meeting - Consent

**Westlake Town Council Meeting  
Monday, August 22, 2016**

**TOPIC:** Discussion and Consideration of a Resolution Appointing and Reappointing Various Affiliate and Planning & Zoning Commission Members.

**STAFF CONTACT:** Kelly Edwards, Town Secretary

**Strategic Alignment**

<b><u>Vision, Value, Mission</u></b>	<b><u>Perspective</u></b>	<b><u>Strategic Theme &amp; Results</u></b>	<b><u>Outcome Objective</u></b>
Informed & Engaged Citizens / Sense of Community	Municipal & Academic Operations	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:** June 8, 2016      **Completion Date:** August 22, 2016

**Funding Amount:** 0.00      **Status -**  **Not Funded**      **Source -** N/A

**EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)**

Members with expiring terms have been contacted by the Town Secretary and asked to respond as to their desire to continue to serve as a board, commission or committee member. Communications have also been sent out to residents via the Westlake Wire asking for residents to apply for any of the Boards and Commissions vacancies.

All current board members that expressed the desire to be reappointed have been listed in the resolution.

**RECOMMENDATION**

N/A

## ATTACHMENTS

Resolution that will be completed with appointees as directed.

**TOWN OF WESTLAKE**

**RESOLUTION NO. 16-27**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, REAPPOINTING AND APPOINTING MEMBERS TO THE 4B ECONOMIC DEVELOPMENT BOARD; PLANNING AND ZONING COMMISSION; TEXAS STUDENT HOUSING AUTHORITY BOARD OF DIRECTORS; THE TEXAS STUDENT HOUSING AUTHORITY; THE TEXAS STUDENT HOUSING CORPORATION – DENTON PROJECT; AND THE WESTLAKE ACADEMY FOUNDATION; AND WESTLAKE HISTORICAL PRESERVATION SOCIETY, AND RESOLVING RELATED MATTERS.**

**WHEREAS**, the Town Council conduct annual board appointments and reappointments at an August meeting; and,

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

**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 following individuals are hereby appointed/reappointed to the 4B Economic Development Board:

	<u>Term Expiration</u>
Laura Wheat, Mayor	June 2017
Carol Langdon, Council Member	June 2017
Michael Barrett, Council Member	June 2017
Rick Rennhack, Council Member	June 2017
David Brown, Non-Council Member	June 2017
Gregg Malone, Non-Council Member	June 2017
<b>Vacant, Non-Council Member</b>	June 2017

As a result of the appointments heretofore stated, the *4B Economic Development Board* is represented by the following:

	<u>Term Expiration</u>
Laura Wheat, Mayor	June 2017
Carol Langdon, Council Member	June 2017
Michael Barrett, Council Member	June 2017
Rick Rennhack, Council Member	June 2017

Vacant, Non-Council Member	June 2017
Gregg Malone, Non-Council Member	June 2017
Vacant, Non-Council Member	June 2017

**SECTION 3:** THAT the following individuals are hereby appointed/reappointed to the Planning and Zoning Commission:

	<u>Term Expiration</u>
Ryan Groce	June 2017
Tim Brittan	June 2017
Liz Garvin	June 2016
Greg Goble	June 2016
Michelle Lee	June 2017
Sharon Sanden (Alternate member No. 1)	June 2016
Ken Kraska (Alternate member No. 2)	June 2017

As a result of the appointments heretofore stated, the *Planning and Zoning Commission* is represented by the following:

	<u>Term Expiration</u>
Ryan Groce	June 2017
Tim Brittan	June 2017
Liz Garvin	June 2018
Greg Goble	June 2018
Michelle Lee	June 2017
Sharon Sanden (Alternate member No. 1)	June 2018
Ken Kraska (Alternate member No. 2)	June 2017

**SECTION 4:** THAT the following individuals are hereby reappointed to the Texas Student Housing Authority, the Texas Student Housing Corporation, the Texas Student Housing Corporation – Denton Project, the Texas Student Housing Authority;

	<u>Term Expiration</u>
Gregg Malone	June 2016
Scott Bradley	June 2016
Bryant Fisher	June 2017
Tracy Schornack	June 2016
Patricia Howard	June 2017
Mark Harrow	June 2017
Randall Quick	June 2017

As a result of the appointments heretofore stated, the *Texas Student Housing Authority and the Texas Student Housing Corporation – Denton Project*, are represented by the following:

	<u>Term Expiration</u>
Vacant	June 2018
Scott Bradley	June 2018
Bryant Fisher	June 2017
Vacant	June 2018
Patricia Howard	June 2017
Mark Harrow	June 2017
Randall Quick	June 2017

**SECTION 5:** THAT the following individuals are hereby appointed/reappointed to the Westlake Academy Foundation Board of Directors:

	<u>Term Expiration</u>
Karen Stoltenberg	June 2016
Vacant	June 2016
Andrew Grieser	June 2016
Kevin Hansen	June 2016
Debra Kraska	June 2016
Sean Shope	June 2017
Zan Jones	June 2017
Jeff Watson	June 2017
Leah Rennhack	June 2017
Deborah Kraska	June 2017
Vacant	June 2017
Andy Sedino	June 2018
Wendy Greenwood	June 2018
Deanna Titzler	June 2018

As a result of the appointments heretofore stated, the *Westlake Academy Foundation* is represented by the following:

	<u>Term Expiration</u>
Sean Shope	June 2017
Zan Jones	June 2017
Jeff Watson	June 2017
Christine Ross	June 2017
Leah Rennhack	June 2017
Deborah Kraska	June 2017
Vacant	June 2017
Andy Sedino	June 2018
Wendy Greenwood	June 2018
Deanna Titzler	June 2018
Karen Stoltenberg	June 2019
Adam Smith	June 2019
Vacant (Andrew Grieser)	June 2019

Kevin Hansen	June 2019????
Debra Kraska	June 2019

**SECTION 6:** THAT the following individuals are hereby appointed/reappointed to the Westlake Historical Preservation Society:

	<u>Term Expiration</u>
Stephen Thornton	June 2016
Paula Thornton	June 2016
Becky Fisher	June 2018
Thomas Miller	June 2018
Daniel Zipperlen	June 2018
Jon White	June 2018
Wanda Brewster	June 2018
Robert Meyer	June 2016
Laurel Mason	June 2016

Staff Liaison- Town Manager or his appointee

As a result of the appointment heretofore stated, the *Westlake Historical Preservation Society*, is represented by the following:

	<u>Term Expiration</u>
Becky Fisher	June 2018
Thomas Miller	June 2018
Daniel Zipperlen	June 2018
Jon White	June 2018
Wanda Brewster	June 2018
Vacant	June 2019
Vacant	June 2019
Stephen Thornton	June 2019
Paula Thornton	June 2019

Staff Liaison- Town Manager or his appointee

**SECTION 7:** 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 8:** That this resolution shall become effective from and after its date of passage.

**PASSED AND APPROVED ON THIS 22<sup>nd</sup> DAY OF AUGUST 2016.**

ATTEST:

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

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

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

APPROVED AS TO FORM:

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



**TYPE OF ACTION**

Regular Meeting - Consent

**Westlake Town Council Meeting  
Monday, August 22, 2016**

**TOPIC:** Consider approval of a resolution approving all funding related to the replacement of the temporary fire station living quarters and bay improvements located at 2900 Dove Road.

**STAFF CONTACT:** Troy J. Meyer, Facilities Director

**Strategic Alignment**

<b><u>Vision, Value, Mission</u></b>	<b><u>Perspective</u></b>	<b><u>Strategic Theme &amp; Results</u></b>	<b><u>Outcome Objective</u></b>
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.	People, Facilities, & Technology	Exemplary Service & Governance - We set the standard by delivering unparalleled municipal and educational services at the lowest cost.	Improve Technology, Facilities & Equipment
<b><u>Strategic Initiative</u></b>			
Outside the Scope of Identified Strategic Initiatives			

**Time Line - Start Date:** April 27, 2015      **Completion Date:** January 31, 2016

**Funding Amount** \$286,071    **Status** -  **Not Funded**    **Source** - Multiple Sources - see comments below

**EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)**

On December 31 2014, the living quarters of the temporary fire station (2900 Dove Rd.) was damaged by fire. The 70 X 30 model home was a total loss and subsequently removed from the site. Our firefighters were relocated back to the station in a 37 foot camping trailer. Subsequent to the removal of the model home, the Town Council (March 2, 2015 meeting) approved the

extension of the existing metal building to the west that housed the apparatus bays, with built-in living quarters for our staff.

In April of 2015, Centurion American indicated they were willing to fund the cost to build out the internal living quarter inside the extended portion of the metal building at an estimated cost of the donation totaling \$82,000. This addition will be approximately 2,000 sq. ft.

The Town’s insurance company (TML Risk Pool) made a determination that the temporary building was a total loss with a replacement value of \$80,622. The total payment from the insurance proceed where \$162,059.00. Which include all contents and incidental expenses.

Fire Station and other municipal uses

Total Cost of Project	\$ 286,071
Insurance Proceeds	(162,059)
In-kind Donations	(82,000)
** Town of Westlake expenditures	(42,012)
	<u>\$ -</u>
** Transfer from FY 15/16 Fire Department operating budget	\$ 16,268
Additional exp. to upgrade station for safety	
Vent hood	8,193
Sprinkler system	4,024
Bay heaters	5,631
Radio replacements	7,896
Sub-total additional improvements	<u>25,744</u>
Total Town of Westlake expenditures	<u>\$ 42,012</u>

The final cost of the project is \$286,071 which was funded by the General Maintenance & Replacement Fund, insurance proceeds, donations and the General Fund Department 14 (Fire Department).

There were key safety items (vent hood, sprinkler system in bays and radios replacements) not covered by the insurance proceeds because they were not in the temporary living quarter and the three bays prior to the fire. These items where added to ensure the safety of the fire fighters and to protect the new facilities. These items caused the project to go over budget by \$42,012. These were offset by GMR and Department 14 decreasing their operating budget in the general fund.

**RECOMMENDATION**

Staff recommends the approval of all funding related to the replacement of the temporary fire station living quarters and bay improvements located at 2900 Dove Road.

**ATTACHMENTS**

Resolution

**TOWN OF WESTLAKE**

**RESOLUTION NO. 16-28**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, APPROVING ALL FUNDING RELATED TO THE REPLACEMENT OF THE TEMPORARY FIRE STATION LIVING QUARTERS AND BAY IMPROVEMENT LOCATED AT 2900 DOVE ROAD.**

**WHEREAS**, on December 31, 2014, the living quarters of the temporary fire station was damaged by fire and,

**WHEREAS**, the new addition provides living quarters and office space for the fire fighters and,

**WHEREAS**, the extension would give the fire fighters a safer place to shelter during a severe weather event and,

**WHEREAS**, the \$286,071 funds sources include insurance proceeds, general maintenance & replacement fund, general fund and donations 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 of Westlake Town Council hereby approves all funding related to the replacement of the temporary fire station living quarters and bay improvements located at 2900 Dove Road.

Total Cost of Project	\$ 286,071
Insurance Proceeds	(162,059)
In-kind Donations	(82,000)
** Town of Westlake expenditures	(42,012)
	<u>\$ -</u>
** Transfer from FY 15/16 Fire Department operating budget	\$ 16,268
Additional exp. to upgrade station for safety	
Vent hood	8,193
Sprinkler system	4,024
Bay heaters	5,631
Radio replacements	7,896
Sub-total additional improvements	<u>25,744</u>
Total Town of Westlake expenditures	<u>\$ 42,012</u>

**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 22<sup>nd</sup> DAY OF AUGUST 2015.**

ATTEST:

\_\_\_\_\_  
 Laura L. Wheat, Mayor

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

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

APPROVED AS TO FORM:

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



**TYPE OF ACTION**

Regular Meeting - Consent

**Westlake Town Council Meeting  
Monday, August 22, 2016**

**TOPIC:** Consider approval of a resolution to enter into an agreement with Brown Reynolds Watford (BRW) architects to provide professional services for concept design of the Town of Westlake Fire Station & EMS and authorize Town Manager to make funding changes not to exceed \$25,000.00 on this project.

**STAFF CONTACT:** Troy J. Meyer, Facilities Director

**Strategic Alignment**

<b><u>Vision, Value, Mission</u></b>	<b><u>Perspective</u></b>	<b><u>Strategic Theme &amp; Results</u></b>	<b><u>Outcome Objective</u></b>
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.	People, Facilities, & Technology	Exemplary Service & Governance - We set the standard by delivering unparalleled municipal and educational services at the lowest cost.	Improve Technology, Facilities & Equipment
<b><u>Strategic Initiative</u></b>			
Outside the Scope of Identified Strategic Initiatives			

**Time Line - Start Date:** January 1, 2015    **Completion Date:** January 1, 2016

**Funding Amount \$36,800    Status -  Funded    Source - Capital Projects Fund**

**EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)**

In January 2015, Brown Reynolds Watford (BRW) architects firm was hired to complete a Fire Station validation study for the town. BRW has extensive experience in designing fire stations - not only in north Texas - but state wide. BRW has recently completed the following: Roanoke

Station 1, Brenham EMS Station 2, Trophy Club Station 1, Richardson Station 4 , Georgetown Station 5 and a station in Dallas. This agreement will include but not limited to the following items:

- Building exterior design reflective of existing Westlake communities
- Minimum site grading disturbance
- Natural landscape design
- Civil engineering design using Integrated Storm water Management (ISWM) best practices
- Construction cost estimate and preliminary total project budget based on the concept design

The agreement would provide staff with accurate cost options for the proposed new station and renderings of the exterior view of the facility. The associated costs for the services in this agreement is \$36,800.00, which does not include construction documents or a geotechnical investigation.

The first few payments of this contract are proposed to be funded through the General Fund. Upon approval and receipt of the proceeds from the \$8.5M Certificates of Obligation, any funds paid for these services through the General Fund will be reimbursed.

## **RECOMMENDATION**

Staff recommends the approval of the agreement for \$36,800 with Brown Reynolds Watford (BRW) architects to provide professional services relative to concept design for the Town of Westlake Fire and EMS Station and authorizes the Town Manager to make funding changes not to exceed \$25,000.00 on this project.

## **ATTACHMENTS**

Resolution  
Exhibit A, Agreement

**TOWN OF WESTLAKE**

**RESOLUTION NO. 16-29**

**A RESOLUTION TO ENTER INTO AN AGREEMENT WITH BROWN REYNOLDS WATFORD ARCHITECTS TO PROVIDE PROFESSIONAL SERVICES FOR CONCEPT DESIGN OF THE TOWN OF WESTLAKE FIRE & EMS STATION AND AUTHORIZE TOWN MANAGER TO MAKE FUNDING CHANGES NOT TO EXCEED \$25,000.00 ON THIS PROJECT.**

**WHEREAS**, the town current fire & EMS services has been operating out of a temporary facility for the past 12 years and,

**WHEREAS**, the town population growth in residential and commercial development has outpaced our fire station capabilities and,

**WHEREAS**, the agreement with BRW would provide the staff with cost options of the new station and renderings of the exterior view of the proposed station extension would give the fire fighters a safer place to shelter during a severe weather event

**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 of Westlake Town Council hereby approves the agreement with Brown Reynolds Watford Architects to provide professional services for concept design of the Town of Westlake Fire Station & EMS and authorize Town Manager to make funding changes not to exceed \$25,000.00 on this project., attached as *Exhibit "A"*.

**SECTION 3:** The first few payments of this contract are proposed to be funded through the General Fund. Upon approval and receipt of the proceeds from the \$8.5M Certificates of Obligation, any funds paid for these services through the General Fund will be reimbursed.

**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 22<sup>nd</sup> DAY OF AUGUST 2015.**

ATTEST:

\_\_\_\_\_  
Laura L. Wheat, Mayor

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

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

APPROVED AS TO FORM:

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



August 16, 2016

Troy Meyer  
Director of Facilities and Recreation  
Town of Westlake  
1301 Solana Boulevard, Building 4, Suite 4202  
Westlake, TX 76262

## **PROFESSIONAL SERVICES PROPOSAL FOR THE TOWN OF WESTLAKE FIRE STATION CONCEPT DESIGN**

Brown Reynolds Watford Architects are pleased to submit this professional services proposal for concept design of the Town of Westlake Fire Station. The project scope, along with our proposed team, scope of services, project schedule, and compensation are described below.

### **PROJECT SCOPE**

We understand the Town is negotiating to acquire approximately four (4) acres of land at the northwest corner of Davis Blvd. and Dove Road. The property will be a Government Use District. A project schedule goal is to present the concept design to the Town Council and Planning and Zoning Commission by the end of the 2016.

The project scope is to develop a concept design with the following components:

- Program needs validation, including addition of a fire training drill tower
- Site plan with alternate apparatus bay drives connecting to roads in the following order of preference: 1) Davis Blvd., 2) Fidelity Value Lane, and 3) Dove Road. Site plan to show the building footprint, paving, sidewalks, site signage and site amenities. Site plan to also locate options for a Fire / Community Park. Site lighting design is not required.
- Preliminary landscape plan, one colored site plan indicating landscaping
- Preliminary floor plan (blocking plan or diagram as required to develop exterior building elevations).
- Exterior building elevations (From four sides, each colored showing concept landscaping).
- Construction cost estimate and preliminary total project budget based on the concept design
- Preliminary civil engineering including:
  - Attend pre-development meeting with applicable Town departments
  - Utilities investigation to inform cost estimating (to include proposed water and drainage systems including initial retention pond sizing)
  - Site drainage analysis and grading plan (to include concept finished floor elevation and grading contours, including preliminary on-site retaining pond size).
  - One (1) revision to the site plan to reflect changes resulting from Owner comments. Additional changes will be made on an hourly rate basis.

Project design goals include:

- Building exterior design reflective of existing Westlake communities
- Minimum site grading disturbance
- Existing specimen tree in center of site to remain
- Natural landscape design
- Civil engineering design using Integrated Stormwater Management (ISWM) best practices

## **PROJECT TEAM**

- BRW Architects, Inc. Architect  
– Gary DeVries, AIA, LEED AP Principal  
– Stephen Hilt, AIA Project Manager  
– Chris Sano, AIA, LEED AP Project Programmer and Designer
- David McCaskill Design Landscape Architect  
620 E. Southlake Blvd.  
Southlake, TX 76092  
– David McCaskill Principal
- Pacheco Koch Consulting Engineers Civil Engineering  
7557 Rambler Road  
Suite 1400  
Dallas, TX 75231  
– Chris Jones, P.E. Principal
- CCM Construction Services, LLC Cost Estimating  
P.O. Box 120455  
Arlington, TX 76012  
– John Coakley, CPE, AVS Estimator

## **SCOPE OF SERVICES**

### **Basic Services**

Basic Services shall include programming, analysis, concept design documents, coordination with appropriate Town departments, and presentations to the Town. Specific tasks include:

- Architectural site and building program validation (one meeting)
- Architectural site and building concept design
  - Concept site design review (one meeting)
  - Concept floor plan review (one meeting)
  - Concept building street view color elevations and project construction cost and total budget review (one meeting)
- Landscape Design to include the following
  - Review of Westlake ordinances impacting landscape development.
  - Preparation of conceptual landscape plan that adheres to Westlake ordinance requirements. Conceptual plan shall make use of drought tolerant plant material and be consistent with plantings recently installed along Davis Boulevard. Concept plan will

indicate locations of trees, planting beds, and turf areas. Individual plant varieties will be selected for this concept plan.

- Prepare a color rendered concept landscaping plan
- Programming and landscaping design standards (one meeting)
- Landscape concept design review (one meeting)
- Civil Engineering concept design review (one meeting)
- Planning and Zoning Presentation (BRW only, one meeting)
- Town Council Presentation, including small Power Point presentation (BRW only, one meeting)

### **Reimbursable Expenses**

The following property surveys shall be reimbursable expenses, only if specifically requested by the Owner:

Topographic Survey, including the following:

- Location of permanent improvements on, and immediately adjacent to, the site.
- Spot elevations on a 50-foot grid.
- Contours on one foot intervals.
- Top of curb and gutter elevations for existing paving on, and immediately adjacent to, the site.
- Locations, common name and trunk diameter of on-site trees over 8-inches in caliper, and the approximate drip line of heavily wooded areas on and immediately adjacent to the site.
- Location of visible utilities and appurtenances.
- Location and sizes of underground utilities based on available record information.
- Pacheco Koch will graphically plot, if any, the Special Flood Hazard Area from the Flood Insurance Rate Map (FIRM), published by Federal Emergency Management Agency (FEMA), for this area.

Topographic Survey does not include:

- Trees less than 8-inches in diameter.
- Tree locations and identification in heavily wooded areas.
- Species names of trees (scientific names including variety).
- Boundary surveying.
- Research or review of easements that may affect the subject tract.
- Subsurface utility engineering services.
- Parking spaces in parking garages.
- Location of irrigation control valves.

Boundary Survey including the following:

- Boundary survey locating corners
- Coordination with City staff for review and approval of each easement.

Boundary Survey does not include:

- Coordination with property owners.
- Documentation of site corners.

### **Final Deliverables**

Basic Services includes the following items. Additional copies or deliverables will be billed as a reimbursable expense.

- Two (2) bound copies of the completed Concept Design booklet.
- One (1) oversize paper copy of scaled drawings.
- Electronic copy of Concept Design documents, transmitted via FTP.

### **Exclusions from Basic Services**

The need for the below services are not anticipated at this time, however, we could provide them as Additional Services, if required to complete the project or desired by the Town of Westlake:

- Structural, MEP, and Technology engineering
- ALTA Survey or Platting
- Coordination of gas, electric, telephone, and cable TV services
- Design of any underfloor drainage systems or french drains
- Dedications of easements and right-of-way by separate instrument
- Off-site utility engineering
- Construction or utility staking on site
- Setting boundary survey monuments
- Zoning modifications / submissions to planning and zoning
- Site lighting design
- Signage design or permitting
- Irrigation plans / design
- LEED certification
- Traffic control / signal studies or implementation
- Environmental or hazardous materials issues
- Geotechnical Investigation
- Physical or electronic 3D Models and perspective renderings
- Construction Manager at Risk RFQs, procurement or interviews
- Community Outreach Meetings / Presentations
- Preparation of Sealed Engineering or Architectural Drawings

### **Owner Provided Information**

The Owner shall furnish the following information to support the Concept Design.

- Utility information, as available
- Geotechnical information from nearby construction, as available
- Property plat or boundary survey (of larger property)

### **PROJECT SCHEDULE**

We anticipate the completion of the Concept Design by the end of 2016.

### **COMPENSATION**

Based on the scope of services described above, Brown Reynolds Watford Architects proposes the lump sum fees shown below, plus reimbursable expenses.

#### Basic Services

- |                                     |           |
|-------------------------------------|-----------|
| • BRW Architects                    | \$ 32,800 |
| • Pacheco Koch Consulting Engineers | \$ 9,000  |
| • David McCaskill Design Group      | \$ 5,100  |
| • CCM Construction Services         | \$ 2,500  |
- 

Total Fee	\$ 49,400
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#### Survey Reimbursable Expenses

- |                        |          |
|------------------------|----------|
| • Topographical Survey | \$ 6,600 |
| • Boundary Survey      | \$ 2,800 |
- (excludes setting monuments at property corners)

#### Project Reimbursable Expenses

Project reimbursable expenses shall not exceed \$1,500 without the approval of the Owner. They shall be invoiced at the same cost billed to the Architect and include, but are not limited to, document reproduction, company expenses and courier and overnight deliveries.

Modifications to the project scope requiring additional services beyond this proposal shall be authorized in writing by the Owner. Additional Services shall be compensated at the hourly rates listed below or for a negotiated lump sum fee. Additional services for consultants shall be invoiced at 1.10 times the amount billed the Architect.

**BRW Architects Hourly Rates**

- Principal \$240.00 per hour
- Project Director \$200.00 per hour
- Project Manager \$175.00 per hour
- Project Architect \$140.00 per hour
- Architect \$120.00 per hour
- Intern Architect II \$90.00 per hour
- Intern Architect I \$75.00 per hour
- Administration Staff / Clerical \$70.00 per hour

**David McCaskill Design Group Hourly Rates**

- Principal \$160.00 per hour
- Registered Landscape Architect \$100.00 per hour
- Graduate Landscape Architect \$70.00 per hour
- Clerical \$50.00 per hour

**Pacheco Koch Consulting Engineers Hourly Rates**

- Principal \$225.00 per hour
- Associate Principal \$190.00 per hour
- Senior Project Manager / Coordinator \$140.00 per hour
- Project Manager / Coordinator \$120.00 per hour
- Project Engineer \$95.00 per hour
- Senior Technician \$110.00 per hour
- Design Technician \$80.00 per hour
- Technician \$75.00 per hour
- Research Manager \$70.00 per hour
- Senior Administrative Assistant \$80.00 per hour
- Technical / Administrative Assistant \$50.00 - \$70.00 per hour

**CCM Construction Cost Services, LLC Hourly Rates**

- Senior Estimator \$120.00 per hour
- Estimator \$105.00 per hour

We hope this proposal meets your expectations. Please contact us with any questions. We look forward to continuing our work together on this project.

BROWN REYNOLDS WATFORD ARCHITECTS, INC.



GARY DeVRIES, AIA  
PRINCIPAL

APPROVED: TOWN OF WESTLAKE, TX

---

Signature

Date

---

Printed Name

Title

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Brown Reynolds Watford Architects, Inc.  
Dallas, TX United States

Certificate Number:  
2016-97334

Date Filed:  
08/10/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Town of Westlake, Texas

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

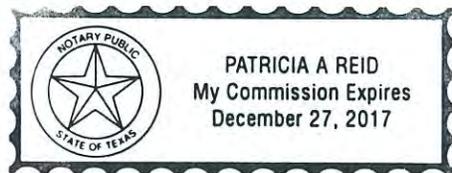
2016-06  
Town of Westlake Fire Station Concept Design BRW is providing Architectural Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Reynolds, Craig	Dallas, TX United States	X	
	Watford, Mark	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said authorized agent, this the 12<sup>th</sup> day of August, 2016, to certify which, witness my hand and seal of office.

*[Handwritten Signature]*      Patricia A Reid      Office Manager  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath



**TYPE OF ACTION**

Regular Meeting - Consent

**Westlake Town Council Meeting  
Monday, August 22, 2016**

**TOPIC:** Consideration for Approval of a Resolution Adopting an Economic Development Incentive Policy for the Town of Westlake.

**STAFF CONTACT:** Thomas E Brymer, Town Manager/ Superintendent

**Strategic Alignment**

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

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

**Funding Amount:** N/A    **Status -**  N/A    **Source -** N/A

**EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)**

The Town has had an Economic Development Policy for some time (adopted by Resolution 06-19, May 8, 2006). The State Tax Code requires that this policy must periodically be re-adopted. Adoption (with updated language changing Board of Aldermen to Town Council) is required prior to the Council taking steps to implement the tax abatement and other incentives offered by the Town in the Economic Development Agreement with CS Kinross Lake Parkway and its Affiliate Charles Schwab & Co. This Economic Development Agreement was approved by the Town Council on June 16, 2016. This is for the project recently announced by the Charles Schwab Company for a regional facility to be located in Westlake, previously called Project Blizzard.

## **RECOMMENDATION**

Recommend adoption of this resolution with the attached Economic Development Incentives Policy.

## **ATTACHMENTS**

Resolution with the Economic Development Policy attached as an exhibit to this resolution.

**TOWN OF WESTLAKE**

**RESOLUTION NO. 16-30**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, ADOPTING AN ECONOMIC DEVELOPMENT INCENTIVE POLICY.**

**WHEREAS**, the Town of Westlake, Texas, relies upon the generation of Sales and Use Taxes for basic city operations; and

**WHEREAS**, the Town of Westlake aggressively pursues sales tax producing enterprises that meet the Town's high development standards; and

**WHEREAS**, Chapter 312 of the Texas Tax Code requires that guidelines and criteria be adopted by the Town Council before entering into any Economic Development Agreement that provides reimbursement of taxes; and

**WHEREAS**, Chapter 380 of the Texas Local Government Code allows the Town Council to create policies for economic development and any related grants or incentives.

**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 of Westlake Town Council does hereby approves the proposed policy, attached as *Exhibit "A"*, Town of Westlake Economic Development Incentive Policy and directs the Town Manager to immediately submit an Economic Development Agreement to the Town Council consistent with the terms of this policy.

**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 22<sup>nd</sup> DAY OF AUGUST, 2016.**

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**

### **Town of Westlake Economic Development Incentive Policy**

#### **Section I. General Purpose and Objectives**

The Town of Westlake, Texas, (“Town”) is committed to the promotion and retention of high quality development in all parts of the Town as part of an overall effort to improve the quality of life for its residents. Since these objectives can be served, in part, by the expansion of its commercial business, retail, and mixed use base, the Town will, on a case-by-case basis, give consideration to providing tax abatements, economic development grants, loans, and other incentives (collectively referred to as “Incentives”) as may be allowed by law as stimulation for selected economic development within the community. It is the policy of the Town that consideration will be provided in accordance with the criteria set forth in this document. Nothing within this policy shall imply or suggest that the Town is under any obligation to provide Incentives to any applicant. All applicants (“Applicants”) for any Incentives shall be considered on a case-by-case basis.

#### **Section II. Applicability**

This Economic Development Incentive Policy (the “Policy”) establishes guidelines and criteria for Incentives as allowed for by the provisions of Chapter 312 of the Texas Tax Code, and other economic grants, loans, or incentives as authorized by Chapter 380 of the Texas Local Government Code, the Development Corporation Act, Article 5190.6, Tex. Rev. Civ. Stat., Article III, Section 52-a of the Texas Constitution, and other applicable laws. Any Incentive approved by the Town’s Town Council (“Town Council”) pursuant to the Policy must be memorialized in an agreement to be executed and approved by the Town and applicant (the “Incentive Agreement”).

#### **Section III. Tax Abatement Criteria**

A. Any application for tax abatement shall be reviewed and approved or disapproved by the Town Council and, if applicable, consider the recommendations of the Westlake Development Corporation and/or the Westlake 4A Corporation. In general, the application will be considered based upon the following:

- The ‘value added’ to the community by the Applicant’s proposed project;
- The likelihood of the development of the proposed project without abatements;
- The comparison of the use of abatements versus the use of other potential incentives.

B. Specific considerations for approving tax abatement applications will be based upon the degree to which the proposed project:

- Furthers the goals and objectives of the Town as expressed in the Town's Comprehensive Plan, Planned Development District Ordinances, and infrastructure plans;
- Impacts the Town's costs and ability to provide municipal services;
- Impacts the local environment, housing market, and available infrastructure;
- Offers potential for long term payback in tax and/or other revenues for the Town's investment;
- Potentially stimulates other desirable economic development within the Town.

C. Term of the Abatement – A tax abatement may be granted for a maximum of ten (10) years. The term of the abatement may be granted for a lesser number of years depending upon the anticipated 'value added' to the Town.

#### **Section IV. Value of the Project**

The amount of the Incentive will be determined by the Town Council based upon the merits of the economic development project (the "Project"), including, but not limited to, the factors referenced in paragraph III. B. (above) and the following specific economic considerations:

- total capital investment;
- added employment;
- generation of other tax revenues.

Incentives may be granted only for the additional value of eligible property improvements described in the Project and listed in the executed tax abatement agreement. Target thresholds are established as expected qualifying levels for abatement consideration as indicated in paragraphs A and B as follows:

A. For New Businesses or Development - The Project must be reasonably expected to produce an added value of five million dollars (\$5,000,000) in real and personal property improvements within the Town of Westlake; or to create a minimum of 200 full-time jobs, or to generate annual sales tax revenues to the Town of at least \$100,000.

B. For Expansion or Modernization of Existing Businesses or Development – The Project must be reasonably expected to produce an added value of two million dollars (\$2,000,000) in real and personal property improvements within the Town, or to create a minimum of 100 full time jobs, or to generate additional annual sales tax revenues to the Town of at least \$50,000.

#### **Section V. Inspection, Verification and Incentive Modification**

The terms of an Incentive Agreement shall include the Town's right to:

(a) require the submission of an annual certification of compliance for the property receiving an Incentive; (b) conduct an on-site inspection of the project in each year during the life of the Incentive to verify compliance with the terms of the Agreement and the Policy; and (c) reduce or

eliminate the Incentive if the applicant has failed to comply with the requirements of the Incentive Agreement.

## **Section VI. Evaluation**

Upon completion of the Project, the Town shall no less than annually evaluate each Project receiving an abatement to insure compliance with the terms of the agreement. Any incidents of non-compliance will be reported to all affected taxing units.

## **Section VII. Severability and Limitation**

In the event that any section, clause, sentence, paragraph or any part of this Policy shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, impair, or invalidate the remainder of the guidelines and criteria in this Policy.

## **Section VIII. Expiration and Modification**

This Policy is effective upon the date of its adoption and will remain in force for two years, at which time Incentive Agreements created pursuant to its provisions will be reviewed by the Town Council to determine whether the objectives of the Policy are being achieved. Based upon that review, this Policy may be modified, renewed or eliminated. However, any Incentive Contracts created pursuant to this Policy will remain in effect according to their respective terms without regard to any change to this Policy unless mutually agreed by the parties.

## **Section IX. Economic Development Grants, Loans, and Other Incentives**

A. Any application for economic development grants, loans, and other incentives shall be reviewed and approved or disapproved by the Town Council. In the review process, the Town Council will, if applicable, consider the recommendations of the Westlake Development Corporation and/or the Westlake Type 4A Corporation. Any such economic development grants, loans, and other incentives may come from any one or combination of the following:

- Grants or loans as authorized by Chapter 380 of the Texas Local Government Code;
- The general Sales and Use taxes of the Town;
- Sales and Use taxes collected pursuant to section Type 4A of Article 5190.6, Tex. Rev. Civ. Stat.; and/or
- Any other lawful source of revenue of the Town including, but not limited to, bond or other debt financing which further the purpose of economic development.

B. To be eligible to apply and qualify for consideration of any grants, loans, and other incentives under this Section, the applicant must submit documentation, and enter into an Incentive Agreement, which indicates the specific details of the Project and compliance with the Policy.



**TYPE OF ACTION**

Regular Meeting - Consent

**Westlake Town Council Meeting  
Monday, August 22, 2016**

**TOPIC:** Discussion and consideration of an Ordinance approving a right of way License Agreement for a perimeter fence within Town of Westlake right of way along FM 1938 and Dove Road.

**STAFF CONTACT:** Jarrod Greenwood, Public Works Director/Assistant to the Town Manager

**Strategic Alignment**

<b><u>Vision, Value, Mission</u></b>	<b><u>Perspective</u></b>	<b><u>Strategic Theme &amp; Results</u></b>	<b><u>Outcome Objective</u></b>
Strong Aesthetic Standards	Citizen, Student & Stakeholder	High Quality Planning, Design & Development - We are a desirable well planned, high-quality community that is distinguished by exemplary design standards.	Encourage Westlake's Unique Sense of Place
<b><u>Strategic Initiative</u></b>			
Outside the Scope of Identified Strategic Initiatives			

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

**Funding Amount:** N/A    **Status -**  N/A    **Source -** N/A

**EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)**

The Quail Hollow developer conducted a presentation at the March 21, 2016 P&Z meeting and March 28, 2016 Town Council meeting illustrating the overall design standards for the development, which included a proposed perimeter wall/fence typical section.

The proposed perimeter wall/fence will encroach the Dove Road right of way for approximately 360 LF due to unusual (ROW) configuration. The encroachment on the Town's right of way along the east side of FM 1938 will extend south from Dove Road to the southern edge of the development.

The installation of the proposed perimeter wall/fence would not require any relocation of Town owned infrastructure, nor prevent any future maintenance of infrastructure.

The proposed ROW license agreement provides the necessary compliance instrument for the developer to install the perimeter wall/fence included in the presentation provided to P&Z and Council in March. The proposed wall/fence will be owned and maintained by Quail Hollow HOA, which will require a Developer Agreement to establish maintenance responsibilities for the HOA. We anticipate placing the Developer Agreement and Economic Development Agreement on the October Council agenda.

### **RECOMMENDATION AND ATTACHMENTS**

Staff recommends approval.

Ordinance with Attachment A - Proposed ROW License Agreement

**TOWN OF WESTLAKE**

**ORDINANCE NO. 787**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, APPROVING A RIGHT-OF-WAY LICENSE AGREEMENT WITH QUAIL HOLLOW DEVELOPER, PROVIDING FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF A PERIMETER WALL/FENCE WITHIN THE TOWN OF WESTLAKE RIGHT OF WAY ADJACENT TO FM 1938 AND DOVE ROAD; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, the Town Council finds that the proposed improvement, to be located in the right of way, poses no significant increase in hazard to citizens or motorists traveling on FM 1938 and Dove Road; and

**WHEREAS**, the Right-of-Way License Agreement, attached hereto as Attachment A, addresses liability, maintenance and removal of the improvements, to eliminate potential negative impacts to the Town or the citizens of Westlake for the construction of the perimeter wall/fence as depicted in Exhibits A, B and C of Attachment A; and

**WHEREAS**, the Town Council finds that the passage of this Ordinance is in the best interest of the public.

**NOW, THEREFORE, BE IT ORDAINED 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 of Westlake Town Council does hereby approve the Right-of-Way License Agreement, attached as Attachment A, to allow Quail Hollow Developer to install, maintain and operate a perimeter wall/fence within the Town of Westlake right of way on adjacent to FM 1938 and Dove Road, as depicted in the construction plans identified as **Exhibits A, B and C of Attachment A**, as attached hereto and incorporated herein.

**SECTION 3:** That the Town of Westlake Town Council hereby authorizes the Town Manager to sign the Right-of-Way License Agreement on behalf of the Town of Westlake.

**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:** That this Ordinance shall become effective from and after its date of passage.

**PASSED AND APPROVED ON THIS 22 DAY OF AUGUST 2016.**

ATTEST:

\_\_\_\_\_  
Laura L. Wheat, Mayor

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

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

APPROVED AS TO FORM:

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

## ATTACHMENT A

### RIGHT OF WAY LICENSE AGREEMENT

This Right-of-way License Agreement ("**Agreement**") is entered into as of \_\_\_\_\_, \_\_\_\_ 2016, between the **TOWN OF WESTLAKE, TEXAS**, a municipal corporation of Tarrant and Denton Counties, Texas ("**Westlake**") and, Quail Hollow Development I, LLC, in The Town of Westlake, Tarrant County, Texas ("**Licensee**").

For and in consideration of a non-refundable fee of \$1,000.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants contained herein, Westlake and the Licensee agree as follows:

Subject to the terms of this Agreement, Westlake hereby grants to the Licensee a perpetual, fully-paid license ("**License**") over, under and across the property identified in attached **Exhibit A** and **Exhibit B**, both of which are attached hereto and incorporated herein, ("**The License Tracts**") for the uses and purposes set forth herein, together with the right of ingress and egress along and upon the License Tract. This grant is made subject to all matters of record affecting the License Tract.

The License shall only be used for the purpose of constructing, installing, reconstructing, replacing, using, operating, maintaining and removing a stone and/or metal fence and related footings and improvements (collectively, "**The Improvements**") as reflected in the perimeter wall/fence construction plans attached as **Exhibit C**, attached hereto and incorporated herein. The Improvements shall be constructed and installed substantially in accordance with the construction plans and shall not create a visibility impairment for traffic.

Either party may terminate this Agreement, at its sole discretion, by giving the other party 180 calendar days written notice of such termination. In addition, this License may be terminated by Westlake upon thirty (30) calendar days prior written notice to Licensee should actual construction of the Improvements not be completed before December 31, 2016, subject to reasonable extension for delays not the fault of Licensee. License may also be terminated as set forth elsewhere in this Agreement. No portion of the fee shall be refunded upon termination.

Upon termination of this License, the Licensee shall completely remove the Improvements and restore the License Tract to its prior condition.

Licensee agrees to file a complete application for a Building Permit, and pay all applicable fees, for construction of the Improvements within 30 calendar days of the date that the License Agreement is signed by both parties. The issuance of a Building Permit shall be subject to all of the provisions of this License Agreement and shall no longer be deemed in force or effect upon termination of the License Agreement by either party in the event the Improvements have not been constructed as of the date of such termination.

The License, License Tract or Entryway is not assignable by the Licensee without the prior written consent of Westlake.

Licensee indemnifies Westlake from any and all liability resulting from any claims to the extent arising out of resulting from the placement or construction of any improvements by Licensee, its contractors or its agents, upon the License Tract. Licensee shall carry General Liability insurance that names the Town of Westlake as an additional named insured in a form acceptable to the Town. The insurance shall be in an amount set by the Town, but in no event shall the required amount be less than \$1 million or more than \$2 million. The insurance shall at a minimum always be in the amounts and the types as set out in the Right-of-Way Management ordinance of the Town of Westlake, as currently exists or as may be amended from time-to-time.

Westlake reserves and retains the paramount right to use the License Tract and grant other rights and Licenses across, over or under the License Tract to such other persons as Westlake deems proper. Westlake may grant such other Licenses, rights, or uses within the License Tract in Westlake's sole discretion.

9. The rights granted to Licensee are subject and subordinate to the prior and continuing right and obligation of Westlake to use the License Tract and surrounding property without liability to Licensee or to any other party for compensation or damages.

10. Licensee's rights are also subject to all outstanding superior rights (including those in favor of licensees, lessees of the License Tract, and other holders of interests in the Licensed Tract) and the right of Westlake to renew and extend the same, and are granted without covenant of title or quiet enjoyment.

11. Westlake shall have the right to remove all improvements installed pursuant to this Agreement or to carry out any other maintenance or restoration obligation of Licensee hereunder, provided that Licensee has been given notice and a reasonable period of time of at least 30 calendar days to take such actions and has failed to do so. Any relocation, removal, or repair of such improvements or the License Tract performed by Westlake or any third party contractors of Westlake shall be reimbursed by the Licensee. The notice period may be waived and repairs or removal may be instituted immediately, if, in the judgment of Town officials, such action is necessary for the safety, health or welfare of the Town, its residents, visitors or others.

12. Licensee shall repair any damage to improvements such as landscaping, paving, curbs, retaining walls, sidewalks, and signage on the License Tract or surrounding property and restore the surface of the License Tract and surrounding property from damage resulting from Licensee's use of the License Tract to Westlake's satisfaction.

13. Licensee shall not use the License Tract, or permit use of the License Tract, by any other person, in a manner that violates applicable laws or regulations or constitutes a hazard to the health, safety and/or welfare of the public. Except for the normal use of fuels, lubricants, chemicals required to install and maintain the improvements installed hereunder and their normal byproducts of use, Licensee shall not, and shall not permit any of its employees, agents, contractors, subcontractors, suppliers or invitees to generate, manufacture or dispose of on or about the License Tract or surrounding property any hazardous substance. If Westlake in good faith believes that a hazardous substance may have been generated, manufactured or disposed of on or about the License Tract by Licensee or any of its employees, agents, contractors,

subcontractors, suppliers or invitees, Westlake may have environmental studies of the License Tract or surrounding property conducted as it deems appropriate.

14. Except to the extent arising from the gross negligence or willful act or omission of Westlake, Westlake shall not be responsible for any claims, suits, losses, liability, costs and expenses from any User's use of the License Tract. A "User" is defined Licensee and contractor or agent of Licensee providing materials or service in connection with the design and construction of the improvements constructed hereunder.

15. All notices required or permitted hereby shall be in writing and become effective after being deposited in the U.S. mail, certified or registered with appropriate postage prepaid or, if delivered by some other manner, when actually received. Notices to the parties shall be addressed as follows:

To Licensee:

Quail Hollow Development I, LLC  
935 W. Dove Rd  
Southlake, Texas 76092  
Attention: Bryan Elliott, President

To Westlake:

The Town of Westlake  
1301 Solana Boulevard, Building 4, Suite 4202  
Westlake, TX 76262  
Attention: Town Manager

With a copy to:  
(which shall not constitute notice)

Boyle & Lowry, L.L.P.  
4201 Wingren Drive, Suite 108  
Irving, TX 75062  
Attention: L. Stanton Lowry

From time to time a party may designate a new address for the purpose of receiving notices hereunder by giving notice of its new address to the other party in the manner provided above.

12. This grant of the License shall terminate and revert to Westlake or its successors in interest upon the termination of the License, or when the License Tract ceases to be used exclusively for the purposes permitted herein for a period of more than one (1) year, it being agreed that the construction and installation of the Improvements shall constitute "use" within the terms of this License. For the purposes hereof, "abandonment" shall not include any temporary periods when service is discontinued for regular maintenance purposes or during any relocation construction work permitted under this License.

**EXECUTED** to be effective as of the date first written above.

**TOWN OF WESTLAKE, TEXAS**

By: \_\_\_\_\_  
Name: Thomas E. Brymer  
Title: Town Manager

**THE STATE OF TEXAS §**  
**§**  
**COUNTY OF TARRANT §**

This instrument was acknowledged before me on \_\_\_\_\_, 2016, by THOMAS E. BRYMER, Town Manager of the Town of Westlake, on behalf of the Town of Westlake, Texas.

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

**ACCEPTED ON THE TERMS AND  
CONDITIONS CONTAINED HEREIN:**

By: \_\_\_\_\_  
Name: Bryan Elliot  
Title: President

**THE STATE OF TEXAS §**  
**§**  
**COUNTY OF TARRANT §**

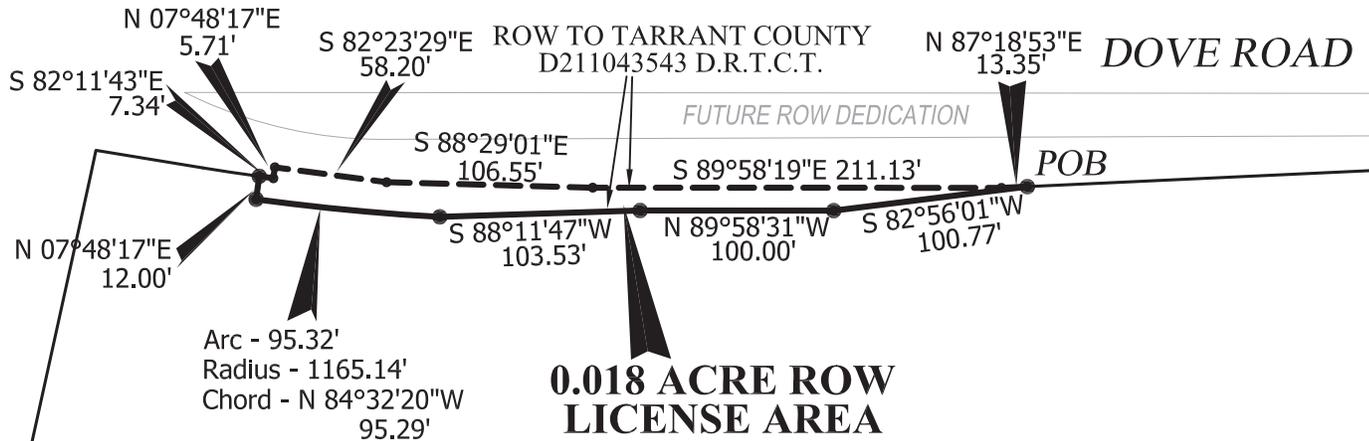
This instrument was acknowledged before me on \_\_\_\_\_, 2016, by Bryan Elliot, the President of Quail Hollow Development I, LLC, at \_\_\_\_\_, Texas.

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

EXHIBIT SHOWING A 0.018 ACRE  
RIGHT-OF-WAY LICENSE AREA

EXHIBIT A

DAVIS BLVD.



**MILLER SURVEYING**  
EST. 1985



POLYGON ENTERPRISES, INC.  
VOL. 9339, PG. 1071, D.R.T.C.T.

● = 1/2" capped steel rod found

I, Jason B. Rawlings, Registered Professional Land Surveyor No. 5665 in the State of Texas, certify that this plat represents an accurate survey made on the ground under my supervision on August 2, 2016 of the 0.018 acre tract described herein, and that the boundary lines, corners and dimensions shown herein are as indicated.



**MILLER**

**Surveying, Inc.**

Commercial • Residential • Municipal  
430 Mid Cities Blvd. 817-577-1052  
Hurst, Texas 76054 TxLSF No. 10100400

MillerSurvey.net

## FIELD NOTE DESCRIPTION OF A 0.018 ACRE RIGHT-OF-WAY LICENSE AREA

Being a tract of land out of the Memucan Hunt Survey, Abstract No. 756 and situated in the City of Southlake, Tarrant County, Texas, and surveyed by Miller Surveying, Inc. of Hurst, Texas in August 2016, said tract being a portion a portion of the right-of-way described as "Parcel 264, Part 4" in the judgment recorded as Document No. D211043543 in the Deed Records of Tarrant County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch capped steel rod found for the most easterly corner of said Part 4, said rod being in the southerly right-of-way line of Dove Road;

Thence South 82 degrees 56 minutes 01 seconds West with said southerly right-of-way line a distance of 100.77 feet to a 1/2 inch capped steel rod found;

Thence North 89 degrees 58 minutes 31 seconds West continuing with said southerly right-of-way line a distance of 100.00 feet to a 1/2 inch capped steel rod found;

Thence South 88 degrees 11 minutes 47 seconds West continuing with said southerly right-of-way line a distance of 103.53 feet to a 1/2 inch capped steel rod found for the beginning of a curve to the right with a radius of 1165.14 feet and whose chord bears North 84 degrees 32 minutes 20 seconds West at 95.29 feet;

Thence westerly continuing with said southerly right-of-way line and with said curve along an arc length of 95.32 feet to a 1/2 inch capped steel rod found for the end of said curve;

Thence North 07 degrees 48 minutes 17 seconds East continuing with said southerly right-of-way line a distance of 12.00 feet to a 1/2 inch capped steel rod found;

Thence South 82 degrees 11 minutes 42 seconds East a distance of 7.34 feet;

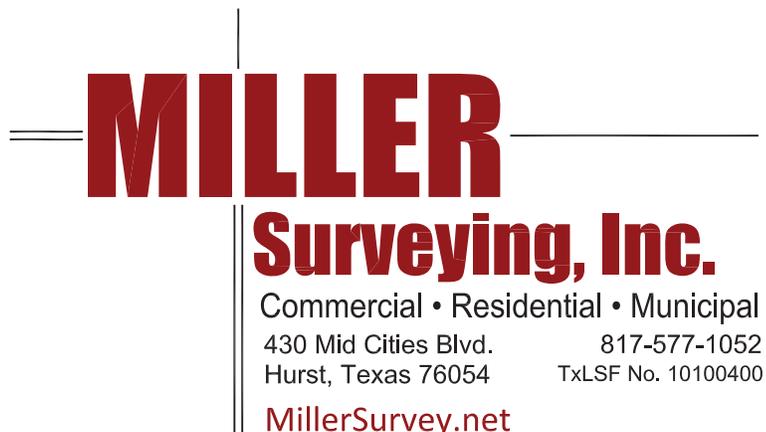
Thence North 07 degrees 48 minutes 17 seconds East a distance of 5.71 feet;

Thence South 82 degrees 23 minutes 29 seconds East a distance of 58.20 feet;

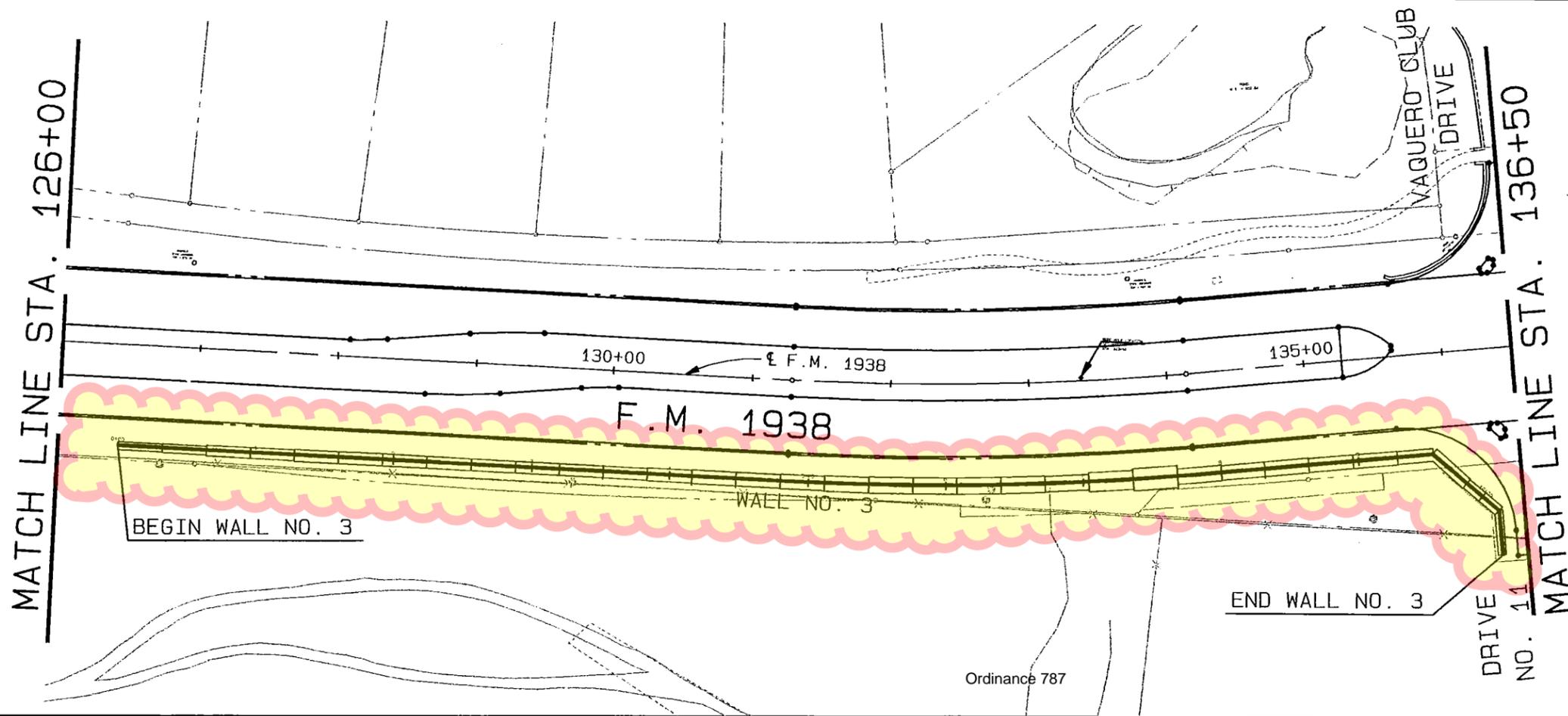
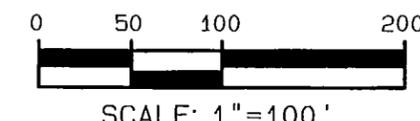
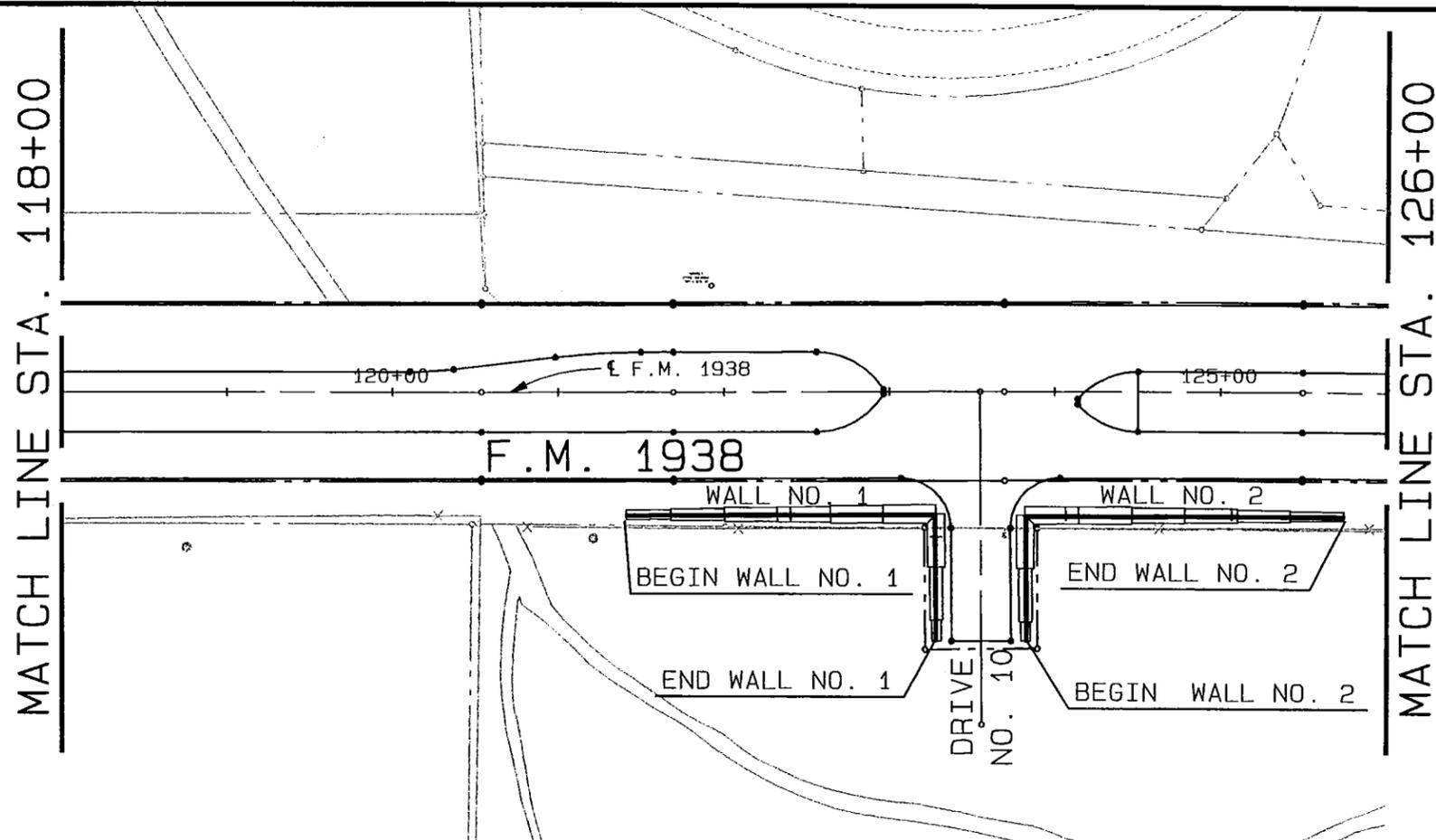
Thence South 88 degrees 29 minutes 01 seconds East a distance of 106.55 feet;

Thence South 89 degrees 58 minutes 19 seconds East a distance of 211.13 feet;

Thence North 87 degrees 18 minutes 53 seconds East a distance of 211.13 feet to the point of beginning and containing 0.018 acres of land, more or less.



QUAIL HOLLOW  
ROW LICENSE  
EXHIBIT B



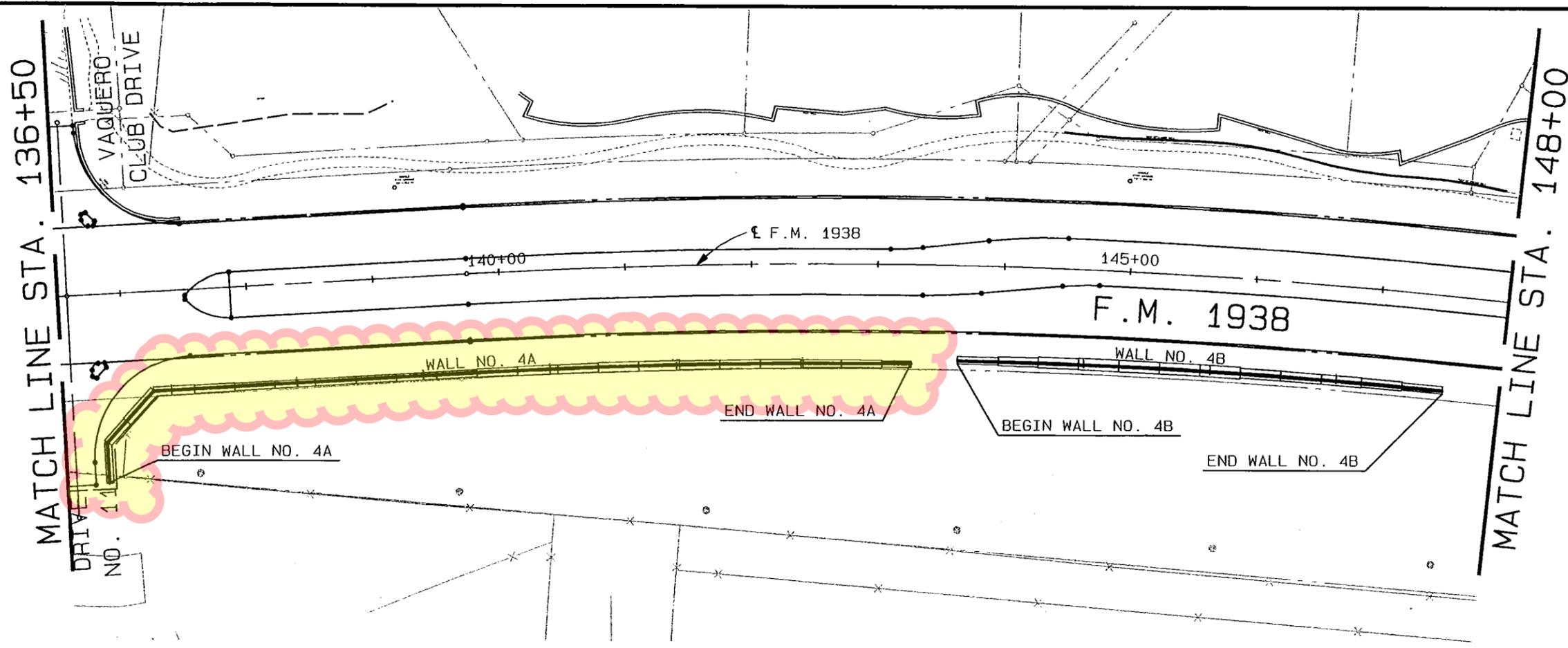
**Graham Associates, Inc.**  
CONSULTING ENGINEERS & PLANNERS  
600 SIX FLAGS DRIVE, SUITE 500  
ARLINGTON, TEXAS 76011 (817) 640-8535

© 2009 Texas Department of Transportation

KEY MAP  
F.M. 1938  
RETAINING WALL LAYOUT  
STA. 118+00 TO STA. 136+50

SHEET 2 OF 4 SHEETS

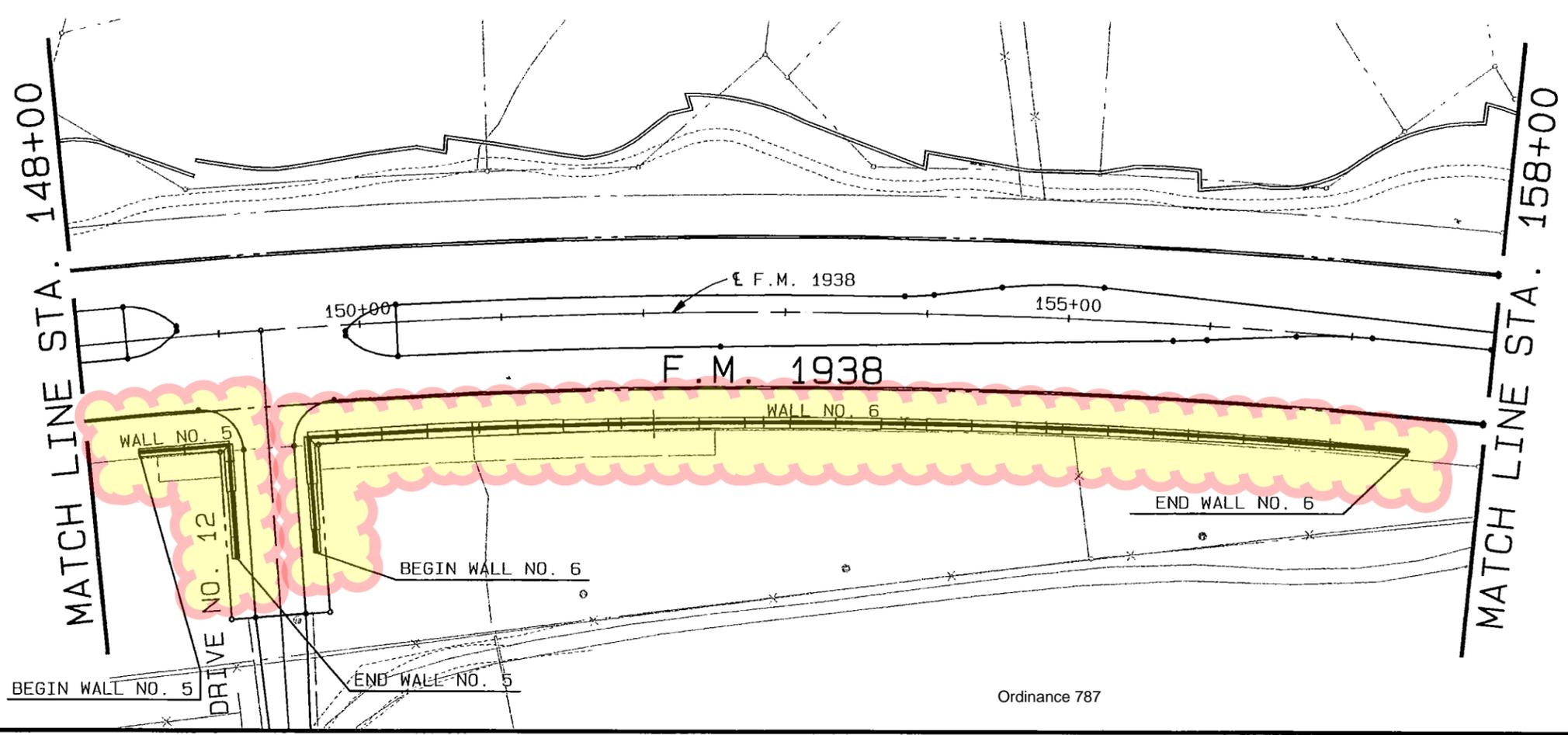
FED. PROJ. DIST. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6	(SEE COVER SHEET)		197
STATE	DIST.	COUNTY	
TEXAS	FTW	TARRANT	
CONTRACT NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
1978	01	048	F.M. 1938



QUAIL HOLLOW  
ROW LICENSE  
EXHIBIT B



SCALE: 1"=100'



**Graham Associates, Inc.**  
CONSULTING ENGINEERS & PLANNERS  
500 SIX FLAGS DRIVE, SUITE 500  
ARLINGTON, TEXAS 76011 (817) 640-8935

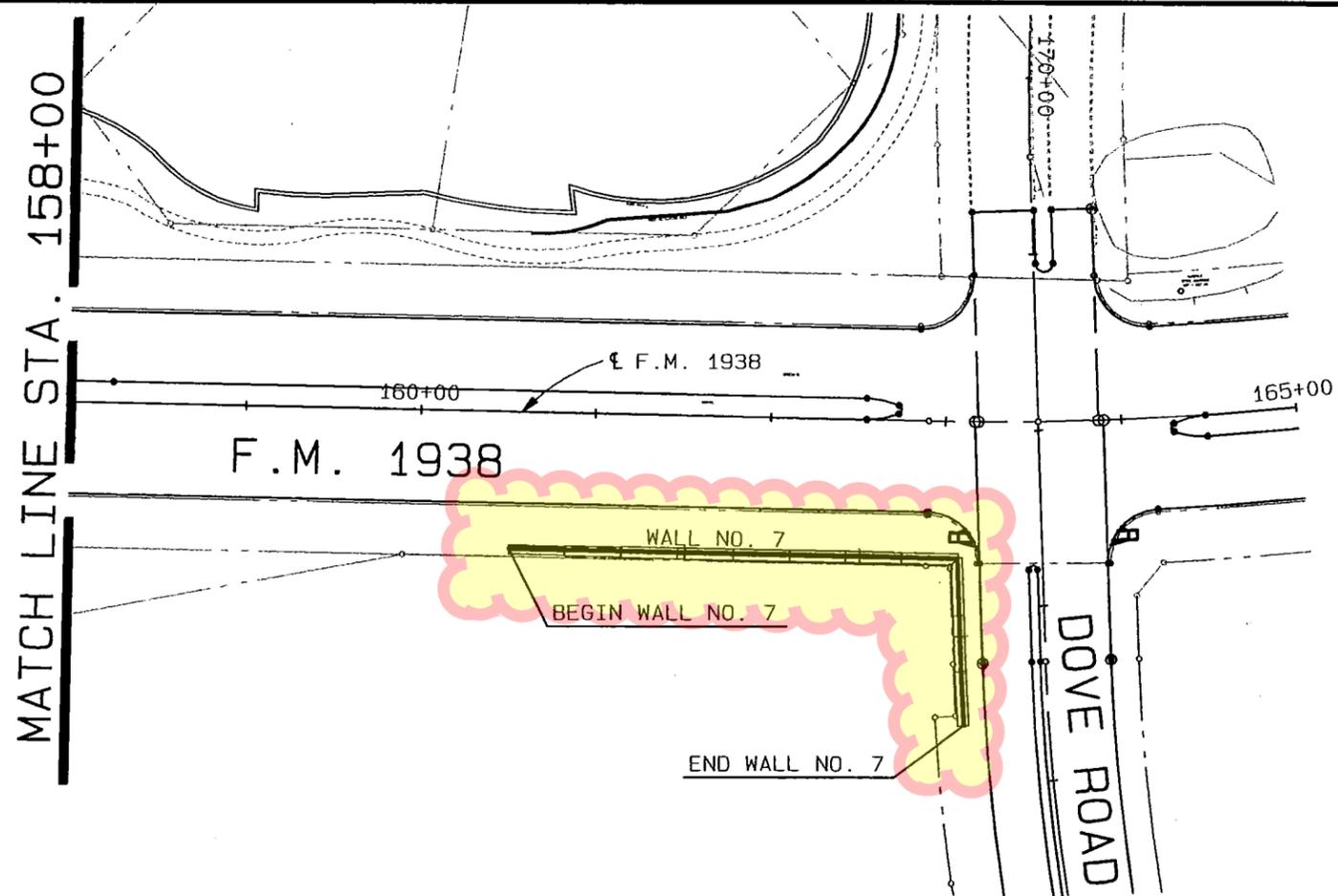
© 2009 Texas Department of Transportation

KEY MAP  
F.M. 1938  
RETAINING WALL LAYOUT  
STA. 136+50 TO STA. 158+00

SHEET 3 OF 4 SHEETS

FED. AID DIST. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
6	(SEE COVER SHEET)	198
STATE	DIST.	COUNTY
TEXAS	FTW	TARRANT
CONTROL NO.	SECTION NO.	HIGHWAY NO.
1978	01	048 F.M. 1938

Ordinance 787



QUAIL HOLLOW  
ROW LICENSE  
EXHIBIT B



SCALE: 1"=100'



*Mark Burckhard*  
4/15/09

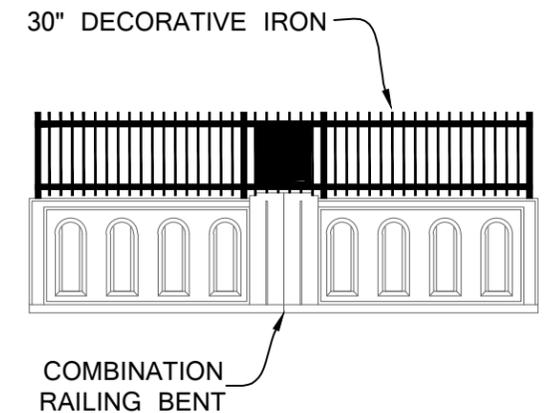
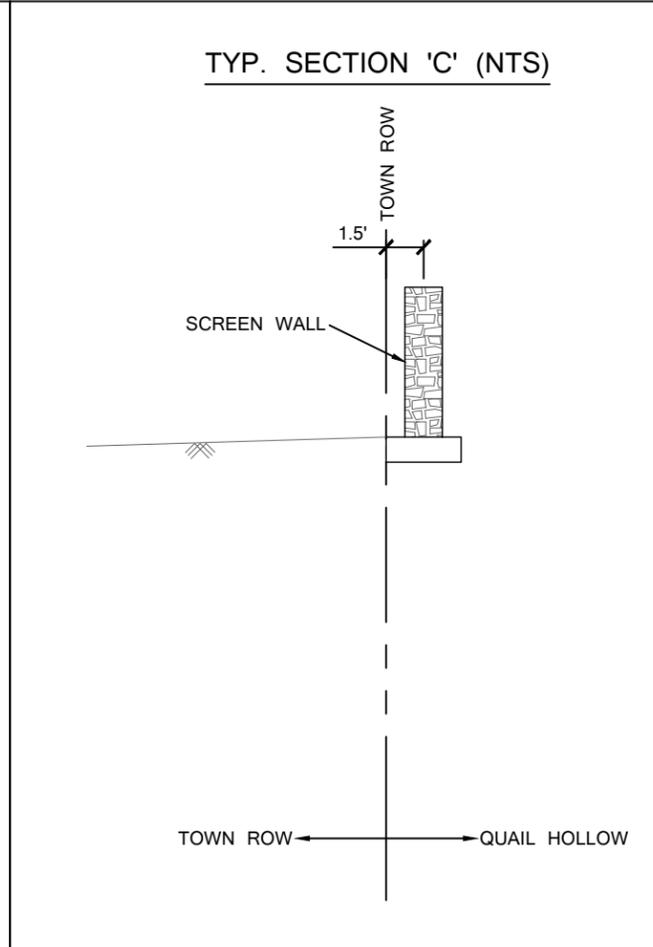
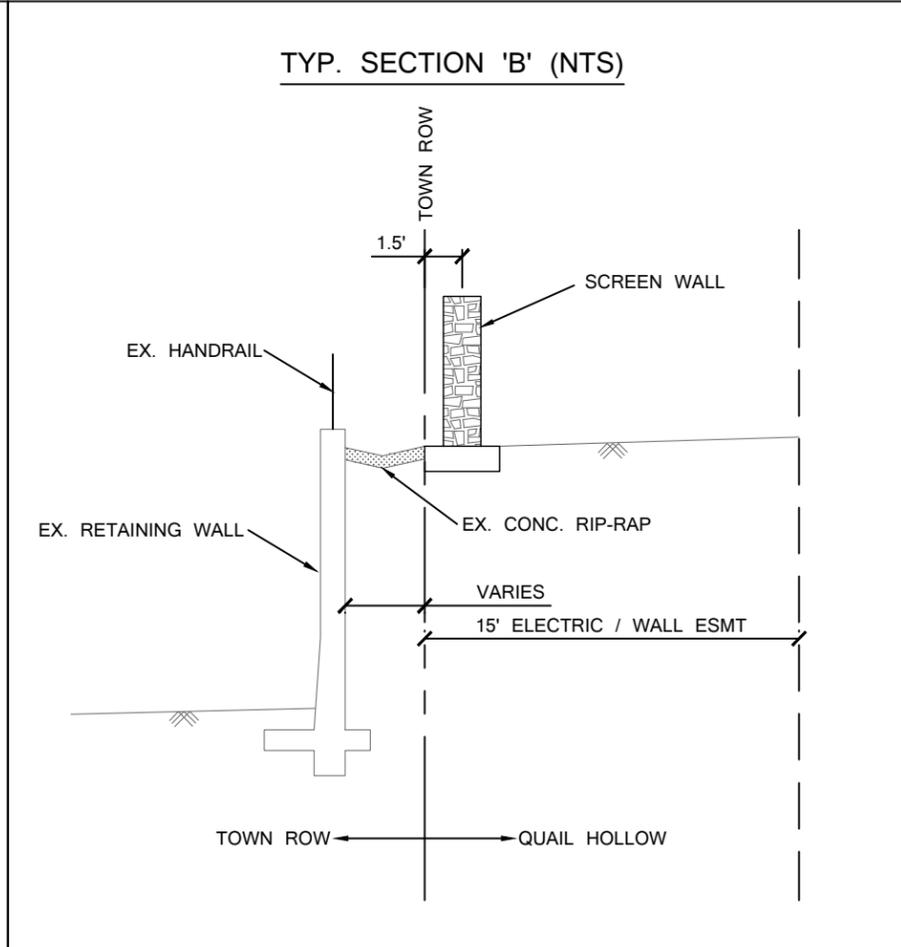
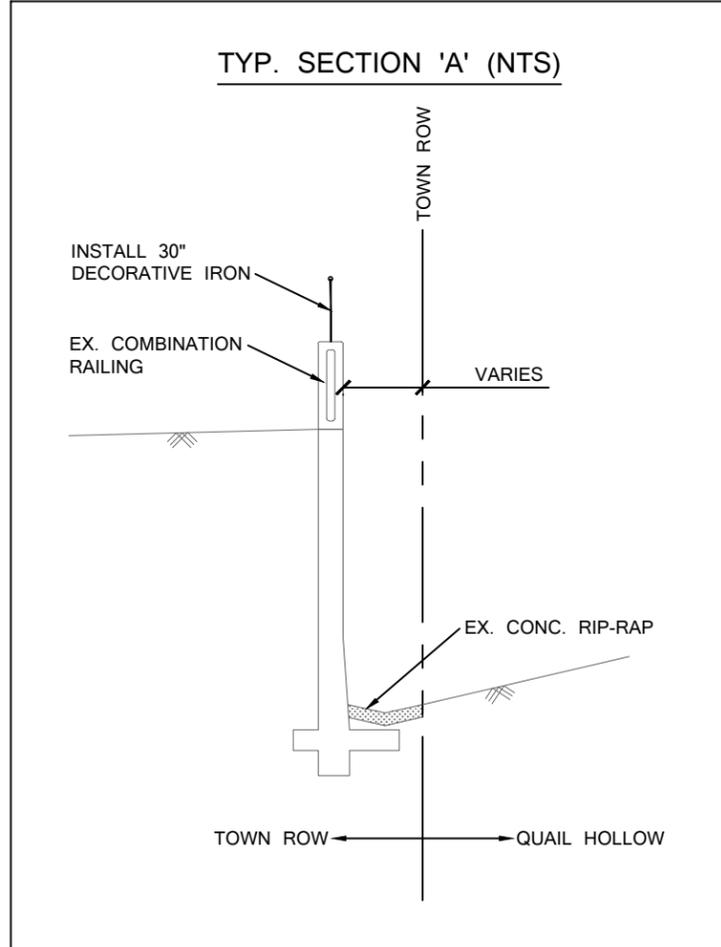
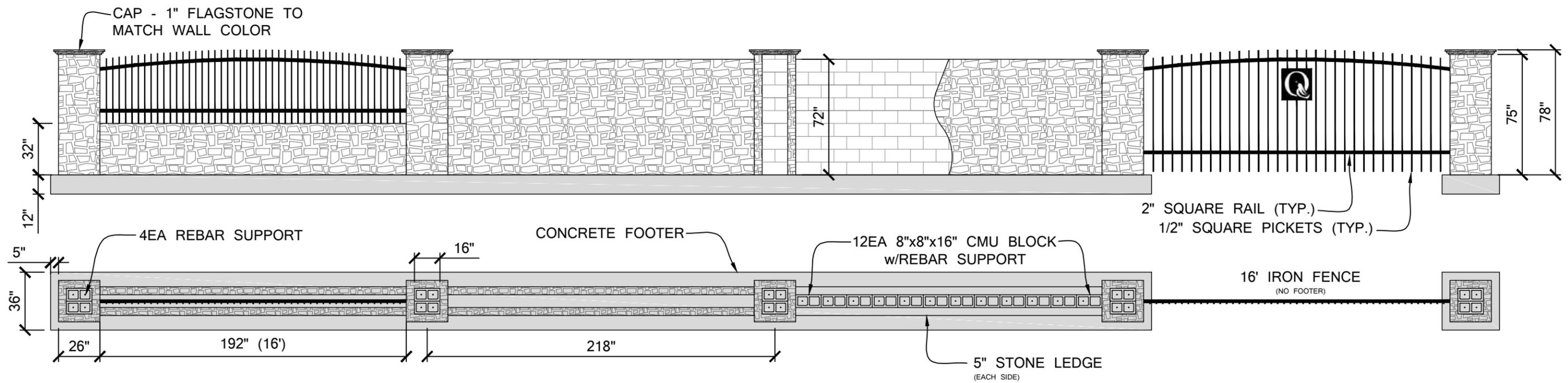
**Graham Associates, Inc.**  
CONSULTING ENGINEERS & PLANNERS  
600 SIX FLAGS DRIVE, SUITE 500  
ARLINGTON, TEXAS 76011 (817) 640-8535

© 2009 Texas Department of Transportation

KEY MAP  
F.M. 1938  
RETAINING WALL LAYOUT  
STA. 158+00 TO STA. 165+00

SHEET 4 OF 4 SHEETS

FED. RD. DIST. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
6	(SEE COVER SHEET)	199
STATE	DIST.	COUNTY
TEXAS	FTW	TARRANT
CONTRACT NO.	SECTION NO.	JOB NO.
197B	01	04B
		HIGHWAY NO.
		F.M. 1938



THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.  
 BY: Clayton T. Redinger  
 Reg. No.: 97497  
 Date: 05/16/2016

1. SCREEN WALL STONE SHALL BE RANDOM NATURAL LEUDERS TAILINGS.
2. MOCK UP WALL SHALL BE CONSTRUCTED ON SITE AND APPROVED BY THE OWNER PRIOR TO CONSTRUCTION.

# QUAIL HOLLOW ROW LICENSE

## EXHIBIT C

Ordinance 787

<b>QUAIL HOLLOW</b>				
<b>PERIMETER WALL EXHIBIT</b>				
<b>WESTLAKE, TEXAS</b>				
<b>DEOTTE, INC.</b>		420 Johnson Road, Suite 303 Keller, Texas 76248 Fax 817-337-5133 Phone 817-337-8899		
CIVIL ENGINEERING		FIRM REGISTRATION: # F-003116 (TX)		WWW.DEOTTE.COM
DRAWN BY:	SCALE:	DATE:	PROJECT NO.:	SHEET:
CTR	3/16" = 1'	8/13/2015	2015111-00	1 OF 1



**TYPE OF ACTION**

Regular Meeting - Action Item

**Monday, August 22, 2016**

**TOPIC:** Conduct a Public Hearing and Consider Approval 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**

<b><u>Vision, Value, Mission</u></b>	<b><u>Perspective</u></b>	<b><u>Strategic Theme &amp; Results</u></b>	<b><u>Outcome Objective</u></b>
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.

The Planning and Zoning Commission recommended this item for approval during regular session on August 1, 2016.

### **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. Ordinance Approving Proposed Replat
6. Replat Document



27

**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.

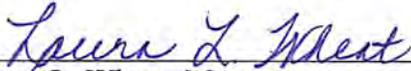
**SECTION 3:** THAT, the Town Council of the Town of Westlake further authorizes the Town Manager to execute said amendments to said agreements on behalf of the Town of Westlake.

**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.

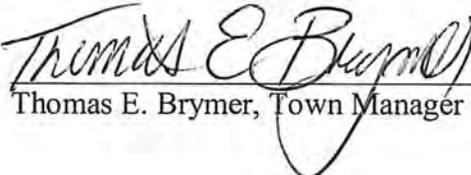
**SECTION 5:** That this resolution shall become effective from and after its date of passage.

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

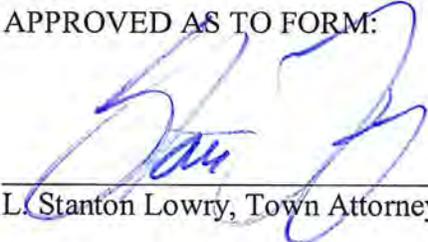
ATTEST:

  
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

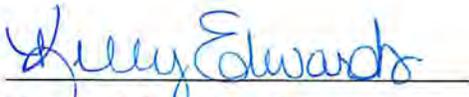
Farmers Branch, Texas 75234  
E-mail: robert@mikloslegal.com

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**



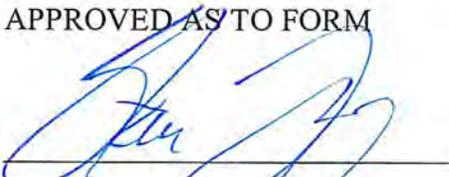
Name: Kelly Edwards  
Title: Town Secretary

By: 

Name: Thomas E. Brymer  
Title: Town Manager

Date: 12/16/14

APPROVED AS TO FORM



Name: L. Stanton Lowry  
Title: Town Attorney

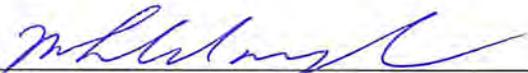


**DEVELOPER**

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

By: MMM Ventures, LLC, its general partner

By: 2M Ventures, LLC, its manager

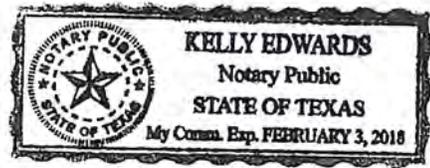
By:   
Mehrdad Moayedi, Manager

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:**

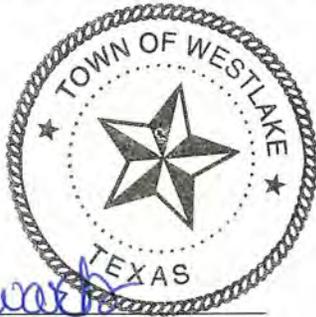
**SECTION 1:** THAT, all matters stated in the Recitals hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

**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.

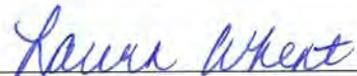
**SECTION 4:** That this resolution shall become effective from and after its date of passage.

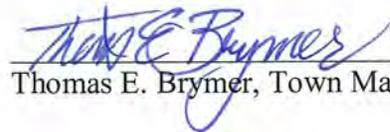
**PASSED AND APPROVED ON THIS 28<sup>TH</sup> DAY OF OCTOBER, 2013.**



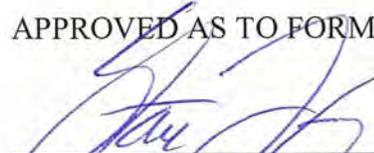
ATTEST:

  
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**

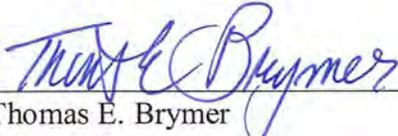
This Agreement, including any attachments attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Town and The Developer, and any lawful assign and successor of The Developer, as to the matters contained herein. Any prior or contemporaneous 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:**

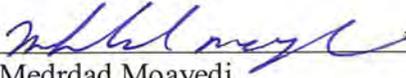
By:   
Thomas E. Brymer  
Town Manager

Date: 10/29/2013

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

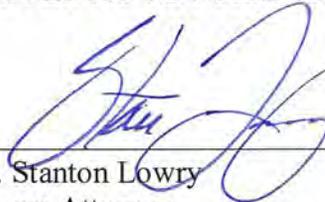
By: MMM Ventures, LLC, its general partner

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.

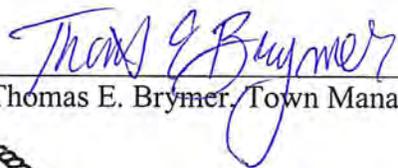
**SECTION 4:** That this resolution shall become effective from and after its date of passage.

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

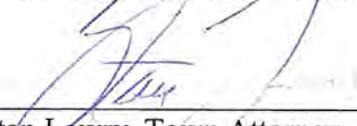
  
\_\_\_\_\_  
Laura Wheat, Mayor

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);

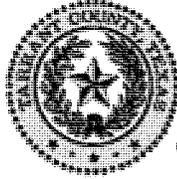
S 89°27'05" W, 390.88 feet, to a 1/2" capped rebar set (G&A Consultants);

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.

**TOWN OF WESTLAKE**

**ORDINANCE NO. 791**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, APPROVING AN APPLICATION FOR THE REPLATTING OF 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. PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR A SAVINGS CLAUSE.**

**WHEREAS**, the Town of Westlake, Texas is a general law municipality; and

**WHEREAS**, the Town Council of the Town of Westlake finds it necessary for the public health, safety and welfare that development occur in a controlled and orderly manner; and

**WHEREAS**, there is located within the corporate limits of the Town of Westlake an approximately 85.9-acre tract of land known as Planning Area 1-2 (PD 1-2), bounded by Solana Boulevard to the south, FM 1938 "Davis Blvd." to the west, and State Highway 114 to the north, (**Exhibit A**), on which a mixed use development is underway; and

**WHEREAS**, because of the size, location, and natural features of Planning Area 1-2 and the Town's need for public infrastructure, amenities, and services, the Town has a critical interest in the development of Planning Area 1-2 and is encouraging such development to the highest possible standards of quality consistent with the Town's long-term development vision; and

**WHEREAS**, because of improvements to FM 1938 (Davis Blvd.), further urban growth throughout the region, and other changed conditions that affect the region, the Town believes there are unique and significant opportunities for new and unique mixed-use development within Planning Area 1-2 that will be consistent with the Town's long-term development vision; and

**WHEREAS**, following provision of proper legal notice, including written notice to owners within 200 feet of the subject property, published notice and posted notice in accordance with the Texas Open Meetings Act of public hearing, a public hearing was held on August 1, 2016, by the Planning and Zoning Commission (Commission) whereby the Commission recommended to the Town Council approval of the replat shown in attached **Exhibit B**; and

**WHEREAS**, following provision of proper legal notice, including written notice to owners within 200 feet of the subject property, published notice and posted notice in accordance with the Texas Open Meetings Act of public hearing, a public hearing was held on August 22, 2016, by the Town Council; and

**WHEREAS**, the Council believes that the interests of the Town, the present and future residents and citizens of the Town, and developers of land within the Town, are best served by adopting this Ordinance, which the Council has determined to be consistent with the 2015 Comprehensive Plan and its Land Use Map, Thoroughfare Plan, and Open Space Plan, all as amended to date; and

**WHEREAS**, upon the recommendation of the Planning and Zoning Commission and after a public hearing, 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 this replat, shown in attached **Exhibit B**, should be approved and adopted.

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

**SECTION 1:** That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

**SECTION 2:** That the Town Council of the Town of Westlake, Texas does hereby approve the replat as shown in **Exhibit B**, attached hereto and incorporated herein, and located in PD 1-2 which is an approximately 85-acre tract located south of Hwy 114, east of Davis Boulevard, and north of Solana Boulevard, as shown in the legal description **Exhibit A**, attached hereto and incorporated herein.

**SECTION 3:** 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 4:** That this Ordinance shall be cumulative of all other Town Ordinances and all other provisions of other Ordinances adopted by the Town which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

**SECTION 5:** Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor offense and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00) for each separate offense. A separate offense shall be deemed committed upon each day, or part of a day, during which a violation occurs or continues.

**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 22nd DAY OF AUGUST 2016.**

ATTEST:

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

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

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

APPROVED AS TO FORM:

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

## **EXHIBITS**

EXHIBIT A     Legal Description of PD1-2 District (in its entirety)

EXHIBIT B     Depiction

**Exhibit A**

**LEGAL DESCRIPTION**  
Legal Description of PD1-2 District

85.9 Acres

BEING a tract of land situated in the C.M. Throop Survey, Abstract No. 1510, the W. Medlin Survey, Abstract No. 1958, the William Pea Survey, Abstract No. 1246 and the Joseph Henry Survey, Abstract No. 742, 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 of the Deed Records of Tarrant County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found with “Huitt-Zollars” cap at the southwest corner of Lot 2, Block 1, Westlake/Southlake Park Addition No. 1, an addition to the Town of Westlake, Texas as recorded in Volume 388-214, Page 78 of the Plat Records of Tarrant County, Texas, being on the northeasterly right-of-way line of Kirkwood Boulevard, a variable width right-of-way as dedicated by said Westlake/Southlake Park Addition No. 1 and being the beginning of a non-tangent curve to the left having a central angle of 9 degrees 13 minutes 11 seconds, a radius of 1428.00 feet and being subtended by a chord which bears North 47 degrees 49 minutes 50 seconds West a distance of 229.54 feet;

THENCE along the northeasterly right-of-way line of Kirkwood Boulevard, a variable with right-of-way, as described in Dedication Deed to the Town of Westlake as recorded under instrument No. D208427746, Deed Records of Tarrant County, Texas the following:

Along said curve to the left an arc distance of 229.79 feet to a ½ inch rod found with Graham cap at the end of said curve;

North 52 degrees 30 minutes 14 seconds west a distance of 32.60 feet to ½ inch iron rod found with Graham cup beginning of a curve to the right having a central angle of 18 degrees 54 minutes 48 seconds, a radius of 612.00 feet and being subtended by a chord which bears North 43 degrees 02 minutes 03 seconds West a distance of 201.11 feet;

Along said curve to the right an arc distance of 202.02 feet to a ½ inch iron rod found with Graham cap at the beginning of a compound curve to the right having a central angle of 24 degrees 06 minutes 47 seconds, a radius of 812.00 feet and being subtended by a chord which bears North 21 degrees 32 minutes 03 seconds West a distance of 339.22 feet;

Along said curve to the right an arc distance of 341.73 feet to a ½ inch iron rod found with Graham cap at the end of a said curve;

North 09 degrees 28 minutes 39 seconds West a distance of 132.24 feet to a ½ inch iron rod found with Graham cap at the beginning of a curve to the left having a central angle of 45 degrees 43 minutes 19 seconds, a radius of 708.00 feet and being subtended by a chord which

bears North 32 degrees 20 minutes 19 seconds West a distance of 550.11 feet;

Along said curve to the left an arc distance of 564.98 feet to a ½ inch iron rod found with Graham cap at the end of said curve;

North 55 degrees 11 minutes 58 seconds West a distance of 190.50 feet to a ½ inch iron rod found with Graham cap;

North 08 degrees 56 minutes 27 seconds West a distance off 21.41 feet to a ½ inch iron rod found with Graham cap on the easterly right-of-way line of Precinct Line Road, a variable width right-of-way, as described in Dedication Deed to Town of Westlake as recorded under Instrument No. D208427746, Deed Records of Tarrant County, Texas and being the beginning of a non-tangent curve to the left having a central angle of 16 degrees 09 minutes 21 seconds, a radius of 1,432.50 feet and being subtended by a chord which bears North 27 degrees 07 minutes 42 seconds East a distance of 402.59 feet;

THENCE along the easterly right-of-way line of Precinct Line Road, the following;

Along said curve to the left an arc distance of 403.92 feet to a ½ inch iron rod found with Graham cap at the end of said curve;

North 18 degrees 47 minutes 24 seconds East a distance of 185.36 feet to a ½ inch iron rod found with Graham cap;

North 17 degrees 03 minutes 03 seconds East a distance of 322.64 feet to a ½ inch iron rod found on the southerly right-of-way line of State Highway 114 (a variable width ROW);

THENCE along the southerly right-of-way line of State Highway 114, the following;

North 60 degrees 06 minutes 26 seconds East a distance of 44.54 feet to a Texas Department of Transportation brass disk in concrete found;

South 71 degrees 03 minutes 32 seconds East a distance of 254.55 feet to a point for corner from which a Texas Department of Transportation brass disk in concrete found bears North 10 degrees 48 minutes 28 seconds West a distance of 0.43 feet;

South 77 degrees 26 minutes 06 seconds East a distance of 746.74 feet to a Texas Department of Transportation brass disk in concrete found;

South 71 degrees 03 minutes 31 seconds East a distance of 1443.85 feet to a Texas Department of Transportation brass disk in concrete found;

South 62 degrees 34 minutes 19 seconds East a distance of 404.34 feet to a Texas Department of Transportation brass disk in concrete found at the beginning of a curve to the right having a central angle of 08 degrees 19 minutes 09 seconds, a radius of 2,709.79 feet and being subtended by a chord which bears South 58 degrees 24 minutes 45 seconds East a distance of 393.11 feet;

Along said curve to the right an arc distance of 393.45 feet to a Texas Department of Transportation brass disk in concrete found;

South 54 degrees 15 minutes 11 seconds East a distance of 399.24 feet to a Texas Department of Transportation brass disk in concrete found;

South 64 degrees 19 minutes 50 seconds East a distance of 56.55 feet to a 5/8 inch iron rod found with "Huitt-Zollars" cap at the beginning of a non-tangent curve to the right having a central angle of 02 degrees 13 minutes 56 seconds, a radius of 2,754.79 feet and being subtended by a chord which bears South 43 degrees 17 minutes 37 seconds East a distance of 107.32 feet;

Along said curve to the right an arc distance of 107.33 feet to a 1/2 inch rod found with "Huitt-Zollars" cap for the northeast corner of Lot 1, Block 1, of the aforementioned Westlake/Southlake Park Addition No. 1;

THENCE departing the southerly right-of-way line of State Highway 114, North 90 degrees 00 minutes 00 seconds west along the north line of said Lot 1, Block 1, a distance of 2,132.54 feet to a 5/8 inch iron rod with "Carter-Burgess" cap found for the northwest corner of said Lot 2, Block 1, Westlake/Southlake Park Addition No. 1;

THENCE South 52 degrees 00 minutes 00 seconds West along the northwesterly line said Lot 2, Block 1, a distance of 1000.00 feet to a 5/8 inch iron rod with "Carter & Burgess" cap found at an angle point in the west line of Lot 2, Block 1;

THENCE along the west line of said Lot 2, Block 1, South 00 degrees 00 minutes 00 seconds East a distance of 168.55 feet to the POINT OF BEGINNING and containing 85.90 acres of land, more or less.

**BOUNDARY CALLS**

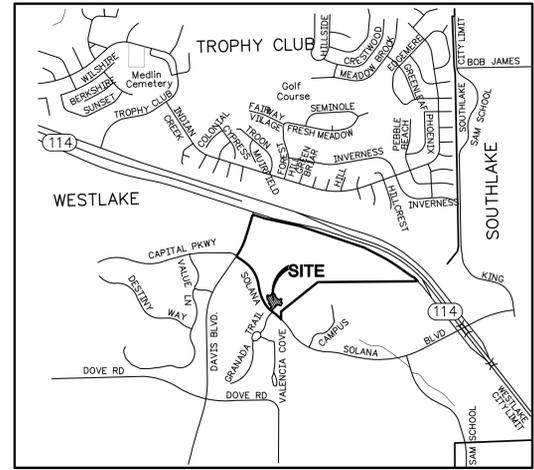
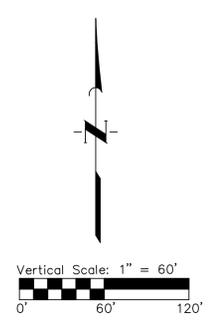
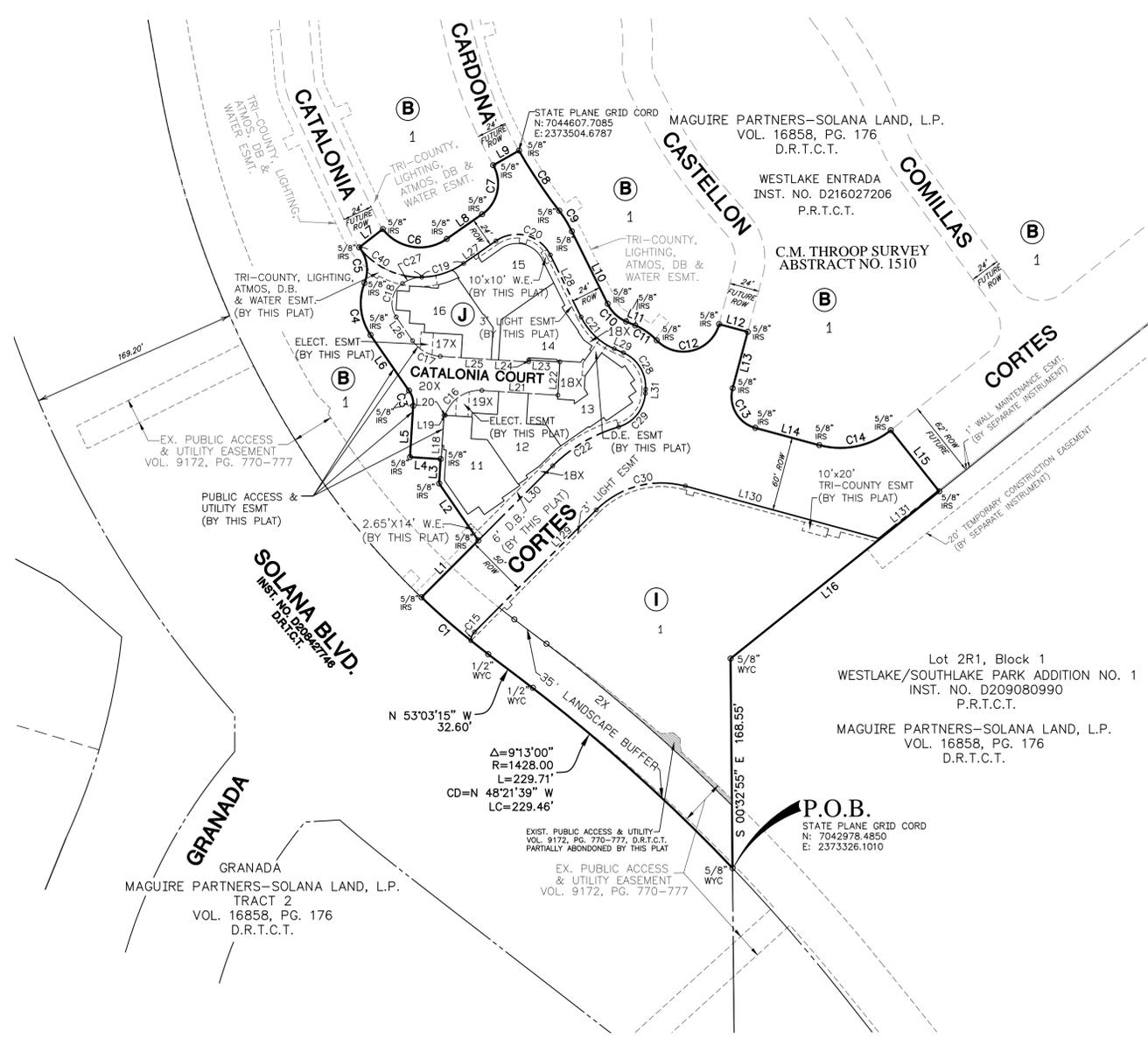
Line #	Direction	Length
L1	N45°04'30"E	64.96'
L2	N34°45'20"W	55.65'
L3	N03°32'40"E	19.82'
L4	N86°27'20"W	24.83'
L5	N03°32'40"E	41.38'
L6	N34°45'20"W	54.52'
L7	N52°09'54"E	24.00'
L8	N55°14'40"E	34.83'
L9	N60°31'10"E	24.00'
L10	S26°27'20"E	65.09'
L11	S66°27'20"E	8.14'
L12	S74°55'30"E	24.00'
L13	S15°04'30"W	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. 2016-06-20 11:46:30 AM

**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  
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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**TYPE OF ACTION**

Regular Meeting - Action Item

**Westlake Town Council Meeting  
Monday, August 22, 2016**

**TOPIC:** Consider approval of an ordinance accepting a donation of land at the northwest corner of FM 1938 and Dove Road for a Fire Station and other municipal uses, authorizing the town manager to sign all necessary documents and agreements, authorizing acquisition of and payment for title insurance, providing for other matters, providing for severability and providing an effective date.

**STAFF CONTACT:** Troy J. Meyer, Facilities Director

**Strategic Alignment**

<b><u>Vision, Value, Mission</u></b>	<b><u>Perspective</u></b>	<b><u>Strategic Theme &amp; Results</u></b>	<b><u>Outcome Objective</u></b>
Mission: Westlake is a unique community blending preservation of our natural environment and viewscapes, while serving our residents and businesses with superior municipal and academic services that are accessible, efficient, cost-effective, & transparent.	People, Facilities, & Technology	Exemplary Service & Governance - We set the standard by delivering unparalleled municipal and educational services at the lowest cost.	Improve Technology, Facilities & Equipment
<b><u>Strategic Initiative</u></b>			
Outside the Scope of Identified Strategic Initiatives			

**Time Line - Start Date:** January 1, 2015    **Completion Date:** October 30, 2015

**Funding Amount \$5,000.00 Status -  Funded      Source - Capital Projects Fund**

**EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)**

In January 2015, Brown Reynolds Watford (BRW) architects firm was hire to complete a Fire Station validation study for the town. The study includes the following:

- Programming for the site and fire station
- Preliminary zoning and building code analysis
- Verification of property plat status and identification of existing easements and FEMA floodplain lines
- Analysis of available site utilities
- Coordination of radio signal strength from each site with equipment vendor
- Comparison of sites with Town's Comprehensive Plan goals
- Conceptual site planning considering solar orientation, topography, vegetation and site
- Accessibility
- Response times

The five concept site plans show they can each adequately accommodate the program requirements, along with capability for future expansion. The relative benefits of each site are evaluated by means of a scoring matrix that considers fire station operations and other criteria important to the Town of Westlake.

In November 2016, staff meets with Fidelity Investment to review the two fire station sites which were identified in the validation study results. Two of the five locations were located on Fidelity property, first - at the northwest corner of Capital Parkway and FM 1938 and the five acre at the northwest corner of FM 1938 and Dove Road, which was the most desirable location. Fidelity was willing to donate the five acre property on the northwest corner of FM 1938 & Dove Road.

The Town will pay for both party's closing costs; however, each party will be responsible for its legal fees associated with the closing.

The donor appraised the value of the five acre property at \$ 1,750,000.00.

All expense related to the acceptance of the land donation are proposed to be funded through the General Fund. Upon approval and receipt of the proceeds from the \$8.5M Certificates of Obligation, any funds paid for these services through the General Fund will be reimbursed.

## **RECOMMENDATION**

Staff recommends the approval of an Ordinance accepting the donation of land for a Fire Station and other municipal uses, authorizing the town manager to sign all necessary agreement and documents, authorizing acquisition of and payment for title insurance, providing for other matters, providing for severability and providing an effective date.

## **ATTACHMENTS**

Ordinance  
 Exhibit A, Donation Agreement  
 Exhibit B, Special Warranty Deed  
 Exhibit C, Map of Property Location

**TOWN OF WESTLAKE**

**ORDINANCE NO. 788**

**AN ORDINANCE ACCEPTING A DONATION OF LAND AT THE NORTHWEST CORNER OF FM 1938 AND DOVE ROAD, FOR A FIRE STATION AND OTHER MUNICIPAL USES, AUTHORIZING THE TOWN MANAGER TO SIGN ALL NECESSARY AGREEMENT AND DOCUMENTS, AUTHORIZING ACQUISITION OF AND PAYMENT FOR TITLE INSURANCE, PROVIDING FOR OTHER MATTERS, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, certain the Town of Westlake provides fire protection for its citizens

**WHEREAS**, the Town of Westlake finds it in the interest of its citizens and the health, safety and welfare of the Town to accept a donation of property for municipal uses, including a fire station, and other municipal and beneficial uses;

**WHEREAS**, the Town of Westlake is legally authorized to accept said donation; and

**WHEREAS**, all legal prerequisites for the passage of this Ordinance have been met, including but not limited to the requirements of the Texas Open Meetings Act and the Town Charter; and

**WHEREAS**, Town Council has found that the passage of this Ordinance serves the best interests of the health, safety, and welfare of the public.

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

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

**SECTION 2:** That the Donation Conveyance Agreement attached hereto as Exhibit 1 and incorporated herein is hereby approved and the Town Manager is authorized to execute said Agreement and all associated documents, and authorizing the acquisition of and payment for Title Insurance.

**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 22nd DAY OF AUGUST 2016.**

ATTEST:

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

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

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

APPROVED AS TO FORM:

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

## Donation Agreement

This Donation Agreement (this “Agreement”) is made and entered into by and between the Town of Westlake, Texas (the “Town”) and \_\_\_\_\_, a \_\_\_\_\_ (the “Donor”). “Parties” shall mean both the Town and the Donor.

### **ARTICLE I Defined Terms**

- A. “Closing” means the consummation of the transfer of title of the Property from the Donor to Town in accordance with the terms and provisions of this Agreement.
- B. “Closing Date” means the date specified in Section 8.1 on which the Closing will be held.
- C. “Effective Date” means the date the last Party to the Agreement has executed the Agreement.
- D. “Property” means that certain tract of real property situated in Tarrant County, Texas and described in Exhibit “A” attached hereto and made a part hereof for all purposes, together with all and singular the rights, privileges, hereditaments, and appurtenances pertaining to such real property, including any and all improvements and fixtures currently attached to and located thereon.
- E. “Title Company” means \_\_\_\_\_, acting by and through its agent.

### **ARTICLE II Agreement to Donate and Right of First Refusal**

The Donor is a property owner desiring to donate property described herein to the Town of Westlake for no benefit or gain to the Donor, and is not subject to any Town oversight. The Town wishes to accept the donation of property and the Donor must execute this donation agreement. The Donor intends that this donation will qualify for a charitable donation deduction under applicable provisions of the Internal Revenue Code. The Town agrees to cooperate with the Donor in order to effectuate the qualification of this transaction as a charitable donation to the extent permitted under applicable provisions of the Internal Revenue Code.

Upon the terms and conditions contained in this Agreement, Donor agrees to donate the Property to the Town in the form of deed attached hereto as Exhibit “A” and incorporated for all purposes. The Donor, being fully informed of its right to receive just compensation for the Property, agrees to donate the Property to the Town. The Town certifies that its acceptance of the Property will further the Town’s abilities to provide for the health, safety and welfare of the Town and its citizens, businesses and visitors.

If, after the Property is donated to Town, Town should at any time decide to sell all or any portion of the Property or any interest therein or the improvements located thereon (referred to as the “Offered Property”), the Donor shall have the right and option, but not the obligation, to

purchase (the term “purchase” shall include a purchase or other acquisition) the Property. Town shall provide the Donor with written notice which shall include a description of the Offered Property, and a description of all material terms and conditions of the proposed disposition (including, without limitation, the price and closing date) and offer to consummate such disposition with the Donor upon the same material terms and conditions as set forth in the written notice. The Donor shall have thirty calendar (30) days (the “Response Period”) following receipt of the written notice, at the Donor expense and in coordination with Town, to inspect the property and to enter onto and conduct tests, provided such inspections or tests do not damage the property or improvements. If the Donor does not notify the Town in writing of its intention to purchase the property before or on the 30<sup>th</sup> day after such notice was received, Town may proceed to sell property in accordance with Texas laws. If the Donor does notify Town in writing of its intention to purchase the property, the purchase must be completed within ninety (90) days. If the purchase is not completed within ninety (90) days, unless an extension of time is granted by the Town, the Donor will be deemed to have elected not to purchase the property, and the Town may proceed to sell the property in accordance with Texas laws.

### **ARTICLE III**

#### **Value**

This property is being donated to the Town for municipal uses, which shall include, but not be limited to, fire station or other public municipal uses. The Town acknowledges that the Donor is providing the Property to the Town as a donation for these uses.

The value as determined by Joseph J. Blake and Associates, Inc. of Dallas, Texas, a qualified appraiser familiar with the Dallas-Fort Worth area, including Westlake, Texas, is one million, seven hundred fifty thousand dollars (\$1,750,000.00). The Town and the Donor agree, to the best of their knowledge, that this value represents the fair market value of the Property and is an amount which the Donor knowingly and willing agrees to contribute in furtherance of the Donor’s charitable and civic purposes.

### **ARTICLE IV**

#### **Representations and Warranties**

A. The Donor represents and warrants that it has unrestricted fee ownership and use of the Property and that by signing the Deed it is forever relinquishing and transferring all rights and interest in and to the Property to the Town, subject to the terms and provisions of this Agreement and the Deed.

B. The Donor and Town each acknowledge that there is no official relationship between the Donor and the Town.

C. The Town represents that acceptance of the donation will provide a significant public benefit and such acceptance does not influence or appear to influence the Town in the performance of its duties.

D. The Donor acknowledges that the Town’s acceptance of the donation does not bind the Town to a course of action or promise of performance. Donor and Town state that this

Agreement and the Deed constitute the only promises, consideration and conditions of this conveyance, and no other promises, consideration or conditions have been signified or implied.

E. The Town neither approves nor is responsible for any representations made by the Donor for tax purposes.

F. The Donor acknowledges that the Town will act in reliance of and in consideration of the promises made by the Donor in this Agreement, and the Town acknowledges that the Donor will act in reliance of and in consideration of the promises made by the Town in this Agreement.

G. The Donor acknowledges that this Agreement is public information and will be furnished to a requestor pursuant to Chapter 552 of the Texas Government Code.

H. The Town, without cost to the Donor, shall pay the cost of recording all instruments conveying title to the Town.

## **ARTICLE V Closing**

5.1. **Date and Place of Closing.** The Closing shall take place in the office of the Title Company. The Closing Date shall be at a time agreed upon between the Donor and the Town.

5.2. **Items to be delivered at the Closing.**

5.2.1 **At Closing, the Donor shall deliver the Town:**

5.2.1.1 A deed in the form attached hereto as Exhibit "B," duly executed and acknowledged by Donor, subject only to the permitted exceptions, which shall include, but are not limited to, the following:

5.2.1.2 General real estate taxes and assessments for the year of closing and subsequent years, which shall be prorated as of the Closing Date;

5.2.1.3 A reservation by Donor of all of its mineral interest in the Property, but with all rights to use the surface of the Property for mineral exploration or production purposes waived;

5.2.1.4 Possession. Possession of the Property shall be delivered to Town at Closing; and

5.2.1.5 Any other documents reasonably required by the Title Company.

5.2.2 **At the Closing, the Town shall deliver to the Donor the following items:**

5.2.2.1 The Town will within thirty (30) days after request by the Donor, execute and deliver to Grantor an I.R.S. Form 8283 evidencing the charitable gift of the Property and its FMV, if any, as determined by a third-party independent appraisal of the Property prepared by a registered Texas appraiser obtained by the Donor; and, the Town will execute and deliver to the Donor, on request, such other and further documents and instruments as may be necessary or convenient for the Donor in connection with the charitable donation described herein, including, but not limited to, a letter of acceptance of the donation.

5.2.2.2 Except for costs expressly attributed to one party by the terms of this Agreement, the Town shall pay the closing costs, with each party separately responsible for its own legal fees associated with Closing; and

5.2.2.3 Any other documents reasonably required by the Title Company.

## **ARTICLE VI Miscellaneous**

6.1. **References.** All references to “Article,” “Section,” or “Sections” are, unless specifically indicated otherwise, references to Articles and Sections of this Agreement.

6.2. **Exhibits.** All references to an “Exhibit” are references to exhibits attached to this Agreement, if any, all of which are made a part hereof for all purposes. The exhibits hereto are:

<u>Exhibit “A”</u>	Legal Description of Property
<u>Exhibit “B”</u>	Form of Deed

6.3. **Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

6.4. **Number and Gender of Words.** When, in this Agreement, the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

6.5. **Notices.** All notices, requests, and demands to be made hereunder to the parties hereto shall be in writing (at the addresses set forth above) and shall be given by any of the following means: (a) personal delivery (including, without limitation, overnight delivery, courier, or messenger services), which shall be deemed received upon such personal delivery; (b) fax (if printed confirmation of successful transmission thereof is obtained from the sender’s fax machine and the same is confirmed telephonically by the sender), which shall be deemed received on the day the fax is sent; (c) registered or certified, first-class United States mail, postage prepaid, return receipt requested, which shall be deemed received upon receipt or refusal of delivery; or (d) by .PDF electronic delivery, which shall be deemed received upon sender’s receipt of a “Delivery Receipt” email notification. Notice from (but not to) a party’s counsel shall be deemed to be notice by such party. Such addresses may be changed by fifteen (15) days’ notice to the other parties given in the same manner as provided above.

If to Donor: Robin J. Gotshall  
Associate General Counsel  
Fidelity Investments  
200 Seaport Boulevard – Z1L  
Boston MA 02210  
Tel: (617) 563-3915  
Cell: (617) 593-9384  
robin.gotshall@fmr.com

Copy to: Myron Dornic  
(which shall not  
constitute notice) Jackson Walker L.L.P.  
2323 Ross Avenue, Suite 600  
Dallas, TX 75201  
214-953-5946  
Myron Dornic  
mdornic@jw.com

If to Town: Town Manager  
1301 Solana Blvd.  
Building 4, Suite 4202  
Westlake, Texas 76262  
Telephone: 817-430-0941  
Fax: 817-430-1812  
Email: tbrymer@westlake-tx.org

Copy to: L. Stanton Lowry  
(which shall not  
constitute notice) Boyle & Lowry, L.L.P.  
4201 Wingren Drive, Suite 108  
Irving, Texas 75062  
972-650-7100  
Fax: 972-650-7105

6.6. **Governing Law.** This Agreement is executed, delivered and is intended to be performed in Tarrant county and the laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. Proper and exclusive venue for any action arising under or relating to the Agreement shall be in state district court in Tarrant County, Texas.

6.7. **Entirety and Amendments.** This writing embodies the entire Agreement between the parties and supersedes all prior oral and written agreements and understandings, if any, relating to the Property, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

6.8. **Invalid Provisions.** If any provision of this Agreement, except the provisions relating to Donor's agreement to convey the Property, the invalidity of which shall cause this Agreement to be null and void, is held to be illegal, invalid, or unenforceable under present or future laws, then such provision shall be fully severable; this Agreement shall be construed and

enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

6.9. **Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one (1) Agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one (1) such counterpart.

6.10. **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of Donor and Town, and their respective heirs, personal representatives, successors, and permitted assigns. Upon execution of this Agreement by an authorized officer of Donor and Town, this document shall become a binding Agreement.

6.11. **No Merger.** The covenants, agreements, provisions, warranties and representations contained in this Agreement shall not merge with the closing documents, but shall survive such closing.

#### **ARTICLE VII Notice Required by Law**

**Notice Regarding Possible Liability for Additional Taxes.** If for the current ad valorem tax year the taxable value of the land that is the subject of this contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

#### **ARTICLE VIII Brokerage Commission**

8.1. **Brokers Identified.** Donor and Town hereby represent and warrant to the other that neither has contacted any real estate broker, finder or other party in connection with this transaction, to whom any real estate brokerage, finders, or other fees may be due or payable with respect to the transaction contemplated by this Agreement.

**THIS AGREEMENT RAISES LEGAL ISSUES THAT TOWN MAY CHOOSE TO HAVE REVIEWED BY AN ATTORNEY.**

Town of Westlake \_\_\_\_\_, a  
\_\_\_\_\_

By: \_\_\_\_\_, a  
\_\_\_\_\_, its  
\_\_\_\_\_

By: \_\_\_\_\_

Name: Tom Brymer

Title: Town Manager

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: Kelly Edwards

Title: Town Secretary

FORM APPROVED BY:

By: \_\_\_\_\_

Name: L. Stanton Lowry

Town Attorney

*[Signature Page Ends]*

Exhibit "A"

Legal Description of Property

Exhibit "B"

Form of Special Warranty Deed

**Exhibit B**

**SPECIAL WARRANTY DEED**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THE STATE OF TEXAS            §  
  §  
COUNTY OF TARRANT        §

THAT \_\_\_\_\_, a \_\_\_\_\_ (“Grantor”), for and in consideration of the furtherance of Grantor’s and Grantee’s charitable and civic purposes and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto TOWN OF WESTLAKE, a Type A General Law Municipality (“Grantee”), whose address is 1301 Solana Boulevard, Building 4, Suite 4202, Westlake, Texas 76262, Attn: Town Manager, and for the uses described herein, subject to the conditions and limitations set forth below, that certain tract of rea property situated in Tarrant County, Texas and described in Exhibit “A” attached hereto and made a part hereof for all purposes, together with all and singular the rights, privileges, hereditaments, and appurtenances pertaining to such real property, including any and all improvements and fixtures currently attached to and located thereon (collectively, the “Property”).

There is hereby reserved for Grantor and Grantor’s successors and assigns, all of Grantor’s interest in the water, oil, gas and other minerals that are in and under the Property and that may be produced from it (all of which interests are excluded from the definition of “Property”); provided, however, Grantor shall not have the right of ingress and egress over the surface of the Property for mining, drilling, exploring, operating, and developing such water, oil, gas and other minerals. Notwithstanding anything to the contrary, nothing herein shall be construed as preventing Grantor and Grantor’s successors and assigns from developing or producing the water, oil, gas and other minerals in and under the Property by pooling or by directional or horizontal drilling under the Property from well sites located on tracts other than the Property or continuing or entering into any oil, gas and mineral leases covering the Property.

This conveyance is being made by Grantor and accepted by Grantee subject to all easements, restrictions, rights, reservations, encumbrances, and other matters of record in Tarrant County, Texas (the “Permitted Exceptions”), as well as the additional conditions and limitations described in Exhibit “B”, attached hereto and made a part hereof for all purposes (the “Use Restrictions”).

**TO HAVE AND TO HOLD** the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging to Grantee and Grantee’s successors and assigns

forever, subject to the Permitted Exceptions and Use Restrictions; and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions and the Use Restrictions. Ad valorem taxes with respect to the Property for the current year have been prorated as of the date hereof.

Grantee acknowledges that, except for the special warranty of title contained in this Special Warranty Deed, neither Grantor nor its representatives have made any representations or warranties as to the Property or its environmental or physical condition, upon which Grantee has relied. Grantee further acknowledges and agrees that (1) GRANTEE RELEASES GRANTOR FROM CLAIMS BASED ON SELLER'S NEGLIGENCE AND CLAIMS BASED ON STRICT LIABILITY, AND (2) GRANTOR HAS NOT MADE, DOES NOT MAKE AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. GRANTEE AFFIRMS THAT IT (1) HAS INVESTIGATED AND INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS FAMILIAR AND IS SATISFIED WITH THE CONDITION OF THE PROPERTY, AND (2) HAS MADE ITS OWN DETERMINATION AS TO (i) THE MERCHANTABILITY, QUANTITY, QUALITY AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE POSSIBLE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINANTS, AND (ii) THE PROPERTY'S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. GRANTEE HEREBY ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS," INCLUDING ENVIRONMENTAL, BASIS AND ACKNOWLEDGES THAT (1) WITHOUT THIS ACCEPTANCE, THIS CONVEYANCE WOULD NOT BE MADE, AND (2) THAT GRANTOR SHALL BE UNDER NO OBLIGATION WHATSOEVER TO UNDERTAKE ANY REPAIR, ALTERATION, REMEDIATION OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF THE PROPERTY. GRANTEE AND ITS SUCCESSORS AND ASSIGNS HAVE, AND SHALL BE DEEMED TO HAVE ASSUMED ALL RISK AND LIABILITY WITH RESPECT TO THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINANTS ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY, WHETHER KNOWN OR UNKNOWN, APPARENT OR NON-APPARENT OR LATENT, AND WHETHER EXISTING PRIOR TO, AT OR SUBSEQUENT TO, TRANSFER OF THE PROPERTY TO GRANTEE. GRANTOR IS HEREBY RELEASED BY GRANTEE AND ITS SUCCESSORS AND ASSIGNS OF AND FROM ANY AND ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS, KNOWN OR UNKNOWN, INCLUDING, WITHOUT LIMITATION (1) ANY OBLIGATION TO TAKE THE PROPERTY BACK OR REDUCE THE PRICE, OR (2) ACTIONS FOR CONTRIBUTION OR INDEMNITY, THAT GRANTEE OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST GRANTOR OR THAT MAY ARISE IN THE FUTURE BASED IN WHOLE OR

IN PART UPON THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINANTS ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS THAT MAY ARISE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED 42 U.S.C. § 9601 ET SEQ. GRANTEE FURTHER ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY EXPLAINED TO GRANTEE AND THAT GRANTEE FULLY UNDERSTANDS AND ACCEPTS THE SAME.

Grantor and Grantee agree that the Use Restrictions shall run with the Property and inure to the benefit of Grantor and Grantor's successors and assigns, subject to the terms and limitations set forth herein. Upon any breach of the Use Restrictions, and if such breach has remained uncured after Grantor has provided Grantee not less than ninety (90) days' notice of the specific nature of the breach, Grantor or Grantor's successors or assigns shall have the right to obtain injunctive relief or specific performance to restrain such breach or enforce the Use Restrictions, in addition to any other remedy available at law or in equity. The exercise of a remedy shall be exclusive of any other remedy for the same breach. Time is of the essence in the correction or cure of any breach of the Use Restrictions.

EXECUTED to be effective the \_\_\_\_\_ day of \_\_\_\_\_, 2016 (the “Effective Date”).

**GRANTOR:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

§

BEFORE ME, the undersigned on this day personally appeared \_\_\_\_\_ (Name), \_\_\_\_\_ (Title) and attested that she/he is authorized to sign on behalf of \_\_\_\_\_, a \_\_\_\_\_ proved to me through the presentation of a valid form of identification to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed. M\_. \_\_\_\_\_ furthermore attested that \_\_\_ is signing this document in \_\_\_ capacity as \_\_\_\_\_ for and on behalf of \_\_\_\_\_, a \_\_\_\_\_, and that such capacity makes his/her signature valid and binding to \_\_\_\_\_, a \_\_\_\_\_.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY OF PUBLIC,  
State of \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

AGREED TO THIS \_\_\_\_\_ day of \_\_\_\_\_.

TOWN OF WESTLAKE, TEXAS

By: \_\_\_\_\_  
Name: Laura Wheat  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
Name: Kelly Edwards  
Title: Town Secretary

FORM APPROVED BY:

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

**STATE OF TEXAS**

§

§

**COUNTY OF TARRANT**

§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
by Laura Wheat, Mayor of the Town of Westlake, a Type A General Law Municipality,  
on behalf of the Town.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY OF PUBLIC,  
State of Texas

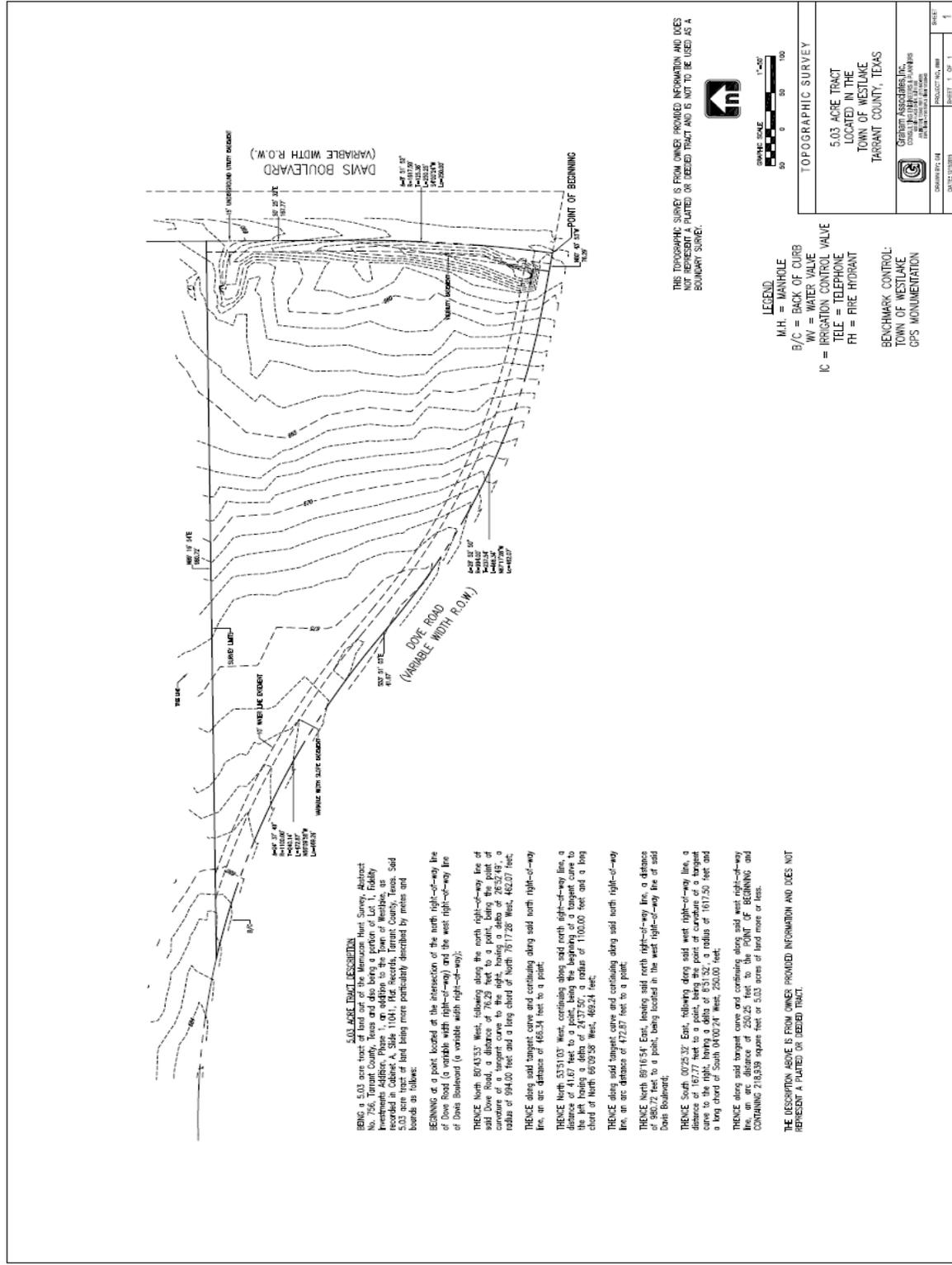
My Commission Expires:  
\_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

[Word Legal Description to Be Provided]

DRAFT



**5.03 ACRE TRACT DESCRIPTION**

BEING a 5.03 acre tract of land out of the Memorial Home Survey, Abstract 147, located in the City of Westlake, Tarrant County, Texas, as more fully described in the plat of said survey recorded in Volume 11041, Page 11041, of the Public Records, Tarrant County, Texas. Said 5.03 acre tract of land being more particularly described by metes and bounds as follows:

**BEGINNING** at a point located at the intersection of the north right-of-way line of Dove Road (a variable width right-of-way) and the west right-of-way line of Dams Boulevard (a variable width right-of-way);

**THENCE** North 89°43'33" West, following along the north right-of-way line of said Dove Road a distance of 786.28 feet to a point, being the beginning of a curve to the right, having a delta of 26°32'49", a radius of 944.00 feet and a long chord of North 76°17'28" West, 463.07 feet;

**THENCE** along said tangent curve and continuing along said north right-of-way line, an arc distance of 463.34 feet to a point;

**THENCE** along said tangent curve and continuing along said north right-of-way line, an arc distance of 472.87 feet to a point;

**THENCE** North 89°16'54" East, leaving said north right-of-way line, a distance of 985.72 feet to a point, being located in the west right-of-way line of said Dams Boulevard;

**THENCE** South 02°25'37" East, following along said west right-of-way line, a distance of 167.77 feet to a point, being the point of curvature of a tangent curve to the right, having a delta of 85°13', a radius of 1617.50 feet and a long chord of South 04°02'24" West, 250.00 feet;

**THENCE** along said tangent curve and continuing along said west right-of-way line, an arc distance of 250.25 feet to the **POINT OF BEGINNING** and CONTAINING 218,339 square feet or 5.03 acres of land more or less.

**THE DESCRIPTION ABOVE IS FROM OWNERS PROVIDED INFORMATION AND DOES NOT REPRESENT A PLATTED OR DEEDED TRACT.**

THIS TOPOGRAPHIC SURVEY IS FROM OWNERS PROVIDED INFORMATION AND DOES NOT REPRESENT A PLATTED OR DEEDED TRACT AND IS NOT TO BE USED AS A BOUNDARY SURVEY.

**LEGEND:**  
 M.H. = MANHOLE  
 B/C = BACK OF CURB  
 W/V = WATER VALVE  
 IC = IRRIGATION CONTROL VALVE  
 TELE = TELEPHONE  
 FH = FIRE HYDRANT

**BENCHMARK CONTROL:**  
 TOWN OF WESTLAKE  
 GPS MONUMENTATION

**GRAPHIC SCALE**  
 1"=100'  
 0 50 100

**TOPOGRAPHIC SURVEY**  
 5.03 ACRE TRACT  
 LOCATED IN THE  
 TOWN OF WESTLAKE  
 TARRANT COUNTY, TEXAS

**Graham Associates, Inc.**  
 CONSULTING SURVEYORS  
 2000 W. HICKORY STREET, SUITE 100  
 FORT WORTH, TEXAS 76104

DATE: 12/18/18  
 DRAWN BY: J.M.  
 CHECKED BY: J.M.  
 SHEET 1 OF 1

## EXHIBIT “B”

### USE RESTRICTIONS / DEVELOPMENT STANDARDS

Grantor intends for the Property conveyed pursuant to the Special Warranty Deed to which this Exhibit “B” is attached and made a part (the “Deed”) to be used and developed in accordance with the provisions set forth herein, and Grantor hereby declares that the Property shall be, and the Property is hereby sold and conveyed, subject to the covenants and restrictions set forth in this Exhibit “B” (the “Use Restrictions”) which shall run with the land and be binding on Grantee (also referred to herein as the “Town”) and all parties having or acquiring any right, title or interest in the Property or any part thereof, and which shall inure to the benefit of Grantor and its assignees. Grantor would not have conveyed the Property to Grantee but for Grantee’s agreement to acquire the Property subject to the Use Restrictions.

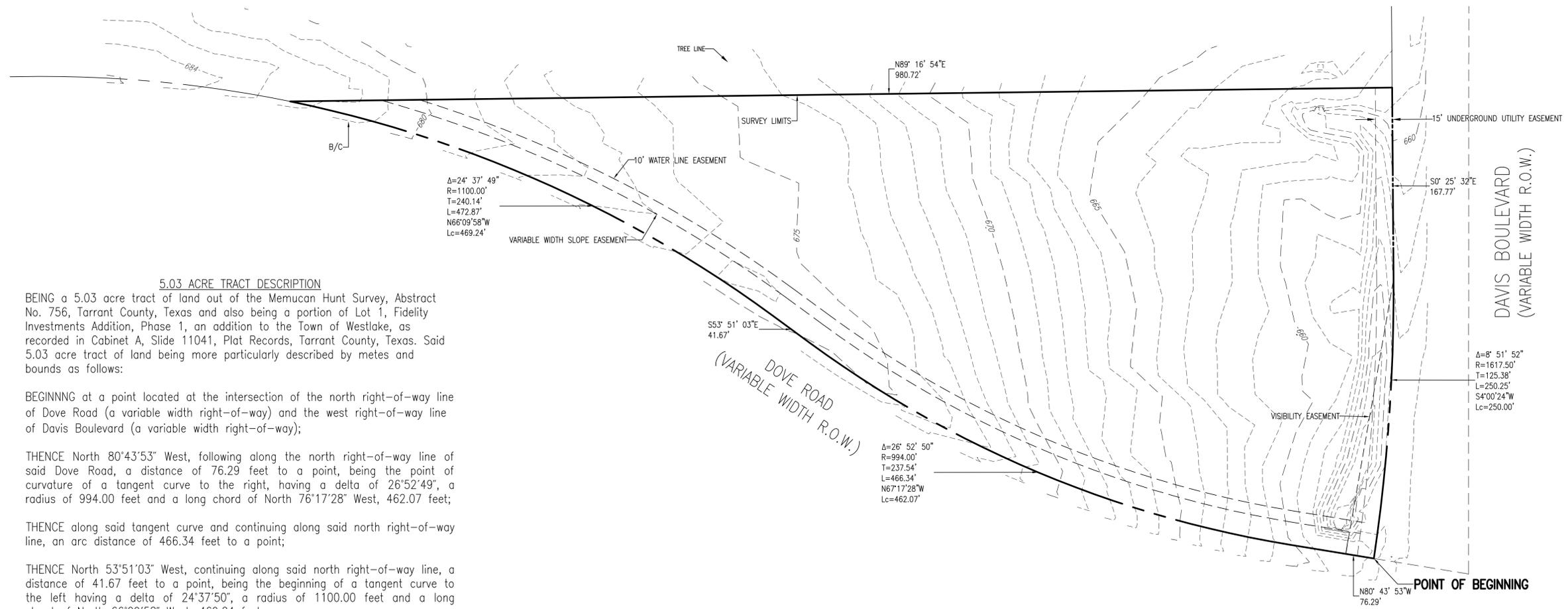
1. **PERMITTED USE.** The Property shall be used solely for municipal public uses, which shall include, but not be limited to, fire station or other public municipal uses (collectively, the “Permitted Use”). The Permitted Use may be amended in accordance with Paragraph 8 (Amendment) below.
2. **PROHIBITED USES.** The following uses are prohibited on the Property either as part of the Permitted use or otherwise.
  - a. overnight parking of campers, mobile homes, boats or motor homes;
  - b. the smelting of iron, tin, zinc, or other ore;
  - c. sanitary landfill;
  - d. all sexually-oriented businesses such as, including but not limited to:  
x-rated movie or video sales, theater or rental facility, nude modeling studio, massage parlor, lounge, or club featuring nude or semi-nude entertainers or escort service;
  - e. slaughterhouse or feedlot;
  - f. the raising or breeding or keeping of animals or poultry except in connection with charter school activities;
  - g. drive-in or other type of movie theater;
  - h. mineral refining facility or operations; and
  - i. horse or dog racing track or any facility for off-track pari-mutual betting.
3. **DEVELOPMENT RESTRICTIONS.** Unless otherwise approved by Grantor, all development of the Property and all buildings and improvements constructed in connection with such development shall be in accordance with the Westlake Unified Development Code as it existed on the Effective Date of

the Deed to which this Exhibit “B” is attached, and the Westlake Building Codes as they existed on the Effective Date of the Deed to which this Exhibit “B” is attached. Notwithstanding anything to the contrary, the adoption by Grantee of a rezoning ordinance to permit the use of Property for the purposes allowed by such rezoning, shall not be a violation of these development restrictions provided that, as between such zoning ordinance and these Use Restrictions, the terms of Paragraph 7 “Interpretation” shall apply.

- 4. FIRE PROTECTION.** All buildings shall be designed, constructed and maintained so as to comply fully at all times with any applicable public codes, ordinances, rules and regulations and order relating to fire protection. All such buildings and their associated ingress and egress from and to streets and surface parking areas shall be so related to one another and arranged as to permit ease of access for emergency fire vehicles.
- 5. TRASH AND GARBAGE.** No building site, or part thereof, shall be used or maintained as a dumping ground for rubbish, trash or garbage before, during or after the installation of any improvements. Trash collection containers shall be situated and enclosed or otherwise screened as required by the Town.
- 6. FUEL FACILITIES.** Fuel storage and dispensing facilities may be installed on the Property solely as an adjunct to the use specified in item 1 above; provided, however, that any and all laws, statutes, ordinances, rules, regulations, orders, or determinations of any governmental authority, whether federal, state, county, city, or otherwise, pertaining to health, safety, or the environment in effect in any and all jurisdictions in which the Property is located, including without limitation, (i) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), as amended from time to time including without limitation as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (“RCRA”), and regulations promulgated thereunder, (ii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), as amended from time to time, including without limitation as amended by the Superfund Amendments and Reauthorization Act of 1986 (“CERCLA”), and regulations promulgated thereunder, (iii) the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), as amended from time to time, (iv) the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), as amended from time to time (“ADA”), and all regulations and guidelines promulgated pursuant to the ADA, and all other similar laws, including without limitation the Architectural Barriers Act of 1968, the Texas Architectural Barriers Statute of 1978, and the Fair Housing Amendments Act of 1988, and all as amended from time to time and including all regulations promulgated pursuant to any one or more of them, (v) the Endangered Species Act

(15 U.S.C. § 1531 et seq.), as amended from time to time, (vi) laws, statutes, ordinances, rules, regulations, orders, or determinations relating to “wetlands”, including without limitation those set forth in the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended from time to time; (vii) the Texas Water Code, as amended from time to time, (viii) the Texas Solid Waste Disposal Act (Tex. Health & Safety Code Ann. §§ 361.001-361.345), as amended from time to time, and all restrictive covenants existing of record and all rules and requirements of any existing association or improvement district affecting the Property shall be complied with.

- 7. INTERPRETATION.** These Use Restrictions shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes that are less restrictive. In the event a conflict exists between these Use Restrictions and any applicable governmental requirement, the most restrictive requirement shall prevail. The Use Restrictions shall be construed under and in accordance with the laws of the State of Texas. Invalidation of any one or more of the provisions hereof, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained which shall remain in full force and effect.
- 8. AMENDMENT.** These Use Restrictions may be amended or terminated only by written document, recorded in the Real Property Records of Tarrant County, Texas, executed by Grantor (or assigns) and the then owner of that portion of the Property to which such amendment is applicable.
- 9. ASSIGNMENT.** Grantor may freely assign its rights hereunder in whole or in part by recording such assignment in the Real Property Records of Tarrant County, Texas. Each transferee of a portion of the Property shall assume the liabilities of Grantee with respect to that portion of the Property so acquired.
- 10. INVALIDITY.** If any clause or provision of this Deed is illegal, invalid, or unenforceable under present or future laws effective during the term of this Deed, then and in that event it is the intention of the parties hereto that the remainder of this Deed shall not be affected thereby, and it is also the intention of the parties that in lieu of each clause or provision of this Deed that is illegal, invalid, or unenforceable, there be added as part of this Deed a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.
- 11. TERMINATION.** Unless earlier terminated as provided herein, the rights granted under this Exhibit “B” shall terminate and shall be of no further force and effect after fifty (50) years of the date hereof.



**5.03 ACRE TRACT DESCRIPTION**

BEING a 5.03 acre tract of land out of the Memucan Hunt Survey, Abstract No. 756, Tarrant County, Texas and also being a portion of Lot 1, Fidelity Investments Addition, Phase 1, an addition to the Town of Westlake, as recorded in Cabinet A, Slide 11041, Plat Records, Tarrant County, Texas. Said 5.03 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a point located at the intersection of the north right-of-way line of Dove Road (a variable width right-of-way) and the west right-of-way line of Davis Boulevard (a variable width right-of-way);

THENCE North 80°43'53" West, following along the north right-of-way line of said Dove Road, a distance of 76.29 feet to a point, being the point of curvature of a tangent curve to the right, having a delta of 26°52'49", a radius of 994.00 feet and a long chord of North 76°17'28" West, 462.07 feet;

THENCE along said tangent curve and continuing along said north right-of-way line, an arc distance of 466.34 feet to a point;

THENCE North 53°51'03" West, continuing along said north right-of-way line, a distance of 41.67 feet to a point, being the beginning of a tangent curve to the left having a delta of 24°37'50", a radius of 1100.00 feet and a long chord of North 66°09'58" West, 469.24 feet;

THENCE along said tangent curve and continuing along said north right-of-way line, an arc distance of 472.87 feet to a point;

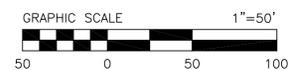
THENCE North 89°16'54" East, leaving said north right-of-way line, a distance of 980.72 feet to a point, being located in the west right-of-way line of said Davis Boulevard;

THENCE South 00°25'32" East, following along said west right-of-way line, a distance of 167.77 feet to a point, being the point of curvature of a tangent curve to the right, having a delta of 8°51'52", a radius of 1617.50 feet and a long chord of South 04°00'24" West, 250.00 feet;

THENCE along said tangent curve and continuing along said west right-of-way line, an arc distance of 250.25 feet to the POINT OF BEGINNING and CONTAINING 218,939 square feet or 5.03 acres of land more or less.

THE DESCRIPTION ABOVE IS FROM OWNER PROVIDED INFORMATION AND DOES NOT REPRESENT A PLATTED OR DEEDED TRACT.

THIS TOPOGRAPHIC SURVEY IS FROM OWNER PROVIDED INFORMATION AND DOES NOT REPRESENT A PLATTED OR DEEDED TRACT AND IS NOT TO BE USED AS A BOUNDARY SURVEY.



- LEGEND**
- M.H. = MANHOLE
  - B/C = BACK OF CURB
  - WV = WATER VALVE
  - IC = IRRIGATION CONTROL VALVE
  - TELE = TELEPHONE
  - FH = FIRE HYDRANT

BENCHMARK CONTROL:  
TOWN OF WESTLAKE  
GPS MONUMENTATION

<b>TOPOGRAPHIC SURVEY</b>		
5.03 ACRE TRACT LOCATED IN THE TOWN OF WESTLAKE TARRANT COUNTY, TEXAS		
<b>Graham Associates, Inc.</b> CONSULTING ENGINEERS & PLANNERS <small>600 SIX FLAGS DRIVE, SUITE 500 ARLINGTON, TEXAS 76011 (817) 640-8535 TBPE FIRM: F-11917BPLS FIRM: 101535-00</small>		
DRAWN BY: GAI	PROJECT NO. ####	SHEET
DATE: 12/15/2015	SHEET 1 OF 1	1

PLOTTED BY: JOSH STEIGER  
 PLOTTED ON: 12/18/2015 9:12 AM  
 FILE NAME: J:\WESTLAKE\RE HALL\DOCS\SHEETS\RE HALL TOPOLING  
 SHEET SIZE: A0L01(24.00X36.00 INCHES) 1" = 1'

**EXHIBIT "C"**

**Five Acre land donation located at the northwest corner of Davis Blvd. and Dove Rd.**





**TYPE OF ACTION**

Regular Meeting - Action Item

**Monday, August 22, 2016**

**TOPIC:** Conduct a Public Hearing and Consideration an ordinance amending 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**

<b><u>Vision, Value, Mission</u></b>	<b><u>Perspective</u></b>	<b><u>Strategic Theme &amp; Results</u></b>	<b><u>Outcome Objective</u></b>
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 has also included minor word changes and clarifications in order to clean up ambiguous and/or outdated language related to plats. While this ordinance amendment does not require the P&Z Commission's approval, the Staff reviewed this proposal at the Commission's workshop earlier this month and no concerns were expressed.

### **RECOMMENDATION**

Staff recommends approval of the proposed amendments.

### **ATTACHMENTS**

1. Proposed revised ordinance.

**TOWN OF WESTLAKE**

**ORDINANCE 789**

**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 pre-application 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 22nd DAY OF AUGUST 2016.**

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

ATTEST:

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

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

APPROVED AS TO FORM:

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



**TYPE OF ACTION**

Regular Meeting - Consent

**Westlake Town Council Meeting  
Monday, August 22, 2016**

**TOPIC:** Public Hearing and Consideration of an Ordinance Establishing, Creating, and Designating the Site Specific Town of Westlake Tax Reinvestment Zone 4 to Provide Town Tax Abatement Incentives per the Economic Development Agreement Approved Via Resolution 16-26 for the Project Commonly Known as the Charles Schwab & Co. Westlake Corporate Office Campus.

**STAFF CONTACT:** Thomas E. Brymer, Town Manager/ Superintendent

**Strategic Alignment**

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

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

**Funding Amount:** N/A    **Status -**  N/A    **Source -** N/A

**EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)**

On June 16, 2016 the Town Council adopted Resolution 16-26 approving an Economic Development Agreement with CS Kinross Lake Parkway and its Affiliate Charles Schwab & Co. This Economic Development Agreement provides for economic development incentives for the Schwab corporate office complex announced to be located in the Town of Westlake. One of those incentives is tax abatement of Town ad valorem taxes under certain terms and conditions (i.e. 10 year term on the “qualified facility” beginning at 100% and declining at 10% over the 10

year term). This public hearing and consideration of this ordinance is the next step required under the law to implement this tax abatement offered in the Economic Development Agreement approved by Resolution 16-26. Notices have been sent, as required by law, to the other local government entities in which this Reinvestment Zone would be located (Northwest ISD and Denton County). Denton County is offering tax abatement incentives of Denton County's ad valorem taxes for this project as well. Also as required by law, notice for this public hearing has been published in the Town's newspaper of official record.

Tax abatement can be granted by Texas local governments by either 380 Economic Development Grants or by this method, establishing a Tax Reinvestment Zone (TRZ). Since Denton County prefers the later methodology, the Town is cooperating by utilizing this methodology as well, i.e. establishing a tax reinvestment zone.

This zone, Tax Reinvestment Zone #4 (TRZ #4), is located in the northwest portion of Westlake, near the intersection of State Highways 170 and 114 as shown on the map attached to the proposed ordinance establishing this zone. The public notice describes the location of the this TRZ as "...generally located in the north portion of the Town, east of Ottinger Road and south of SH 114, located on the Circle T Ranch." The zone is site specific (1.802 acres) with a field note description (see attached ordinance). It should be noted that this TRZ #4 is only one part of the Schwab property which Schwab purchased from Hillwood. But, it is the only part of Schwab's property being being designated as a reinvestment zone for purposed of tax abatement at this time, i.e. further tax abatement would require additional economic development agreements and the creation of additional TRZ's on the remainder of Schwab's property.

Additionally, it should be noted that the Schwab project one part, the Schwab office complex portion, of an even larger project called until recently Project Blizzard. North of and adjacent to this re-investment zone (and the remainder of Schwab property), will be a mixed use project developed by Hillwood Properties and their partner Howard Hughes Corporation. That project is connected in any way to the tax abatement incentives proposed in this ordinance.

### **RECOMMENDATION**

Recommend holding the public hearing on this proposed TRZ #4. Following closure of the public hearing, staff recommends Council adoption of the ordinance establishing Tax Reinvestment Zone #4 (TRZ #4) for the Charles Schwab Project.

### **ATTACHMENTS**

Ordinance Establishing Town of Westlake Tax Reinvestment Zone #4 (TRZ #4).

**TOWN OF WESTLAKE**

**ORDINANCE NO. 790**

**AN ORDINANCE OF THE TOWN OF WESTLAKE, TEXAS, DESIGNATING COMMERCIAL/INDUSTRIAL TAX ABATEMENT REINVESTMENT ZONE NO. 4, IN THE TOWN OF WESTLAKE, TARRANT AND DENTON COUNTIES, TEXAS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING A SEVERABILITY CLAUSE.**

**WHEREAS**, the Town Council ("Council") of the Town of Westlake, Texas ("Town"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone ("Zone) for commercial/industrial tax abatement, as authorized by Chapter 312, Property Redevelopment and Tax Abatement Act, Texas Tax Code, Subchapter B, Sections 312.201 and 312.202, as amended (the "Code"); and

**WHEREAS**, the Town of Westlake (Town) and CS Kinross Lake Parkway, a Delaware limited liability company, its affiliate Charles Schwab & Co., Inc. (the Owner) desire to enter into a partnership to continue this planned growth through an economic development agreement which sets out responsibilities for the Owner and the Town as it relates to the development in Westlake as established in Resolution 16-26, approved on June 16, 2016: and,

**WHEREAS**, the Town has elected to become eligible to participate in tax abatement; and

**WHEREAS**, a public hearing at a regularly scheduled meeting before the Board was held at 6:30 p.m. on the 22<sup>nd</sup> day of August, 2016, such date being at least seven (7) days after the date of publication of the notice of such public hearing in a newspaper having general circulation in the Town as required by the Code; and

**WHEREAS**, notice of the public hearing was delivered to the presiding officer of the governing body of each taxing unit located within the proposed reinvestment zone at least seven (7) days before the date of the public hearing; and

**WHEREAS**, the Town at such hearing invited all interested persons, or their representatives, to appear and speak for or against the creation of the proposed reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory described in this ordinance should be included in such proposed reinvestment zone, and the concept of tax abatement; and

**WHEREAS**, all interested persons spoke and the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of the creation of the proposed reinvestment zone and the proponents also submitted evidence as to the proposed

improvements; and

**WHEREAS**, the Town Council of the Town of Westlake, Texas, approving the ordinance is of the opinion that it is in the best interests of the town and its citizens.

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

**SECTION 1:** That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated herein in their entirety.

**SECTION 2:** The Council, after conducting such hearings and having heard such evidence and testimony, has made the following findings and determinations based on the testimony and evidence presented to it:

- (a) That a public hearing on the designation of the reinvestment zone has been properly called, held and conducted and that notices of such hearings have been published as required by law and delivered to all taxing units located within the proposed reinvestment zone; and
- (b) That the boundaries of the reinvestment zone should be the area as described in the metes and bounds description attached hereto and identifies as **Exhibit "A"**, which are incorporated herein for all purposes and which area is within the taxing jurisdiction of the Town; and
- (c) That the creation of the reinvestment zone for commercial/industrial tax abatement, with boundaries as described in **Exhibit "A"** attached hereto will result in benefits to the Town and to the land included in the Zone and to the Town after the expiration of any Tax Abatement Agreement entered into and the improvements sought within the Zone are feasible and practical; and
- (d) That the reinvestment zone as defined in **Exhibit "A"** attached hereto meets the criteria for the creation of a reinvestment zone as set forth in the Code, as amended, in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the Zone that would be a- benefit to the property and that would contribute to the economic development of the Town; and
- (e) That the reinvestment zone as defined in **Exhibit "A"** attached hereto meets the criteria for the creation of a reinvestment zone as set forth in the Town of Westlake Tax Abatement Policy, which Policy establishes guidelines and criteria governing tax abatement agreements by the Town and provide for the availability of tax abatement for both new facilities and structures and for the expansion or modernization of existing facilities and structures.

**SECTION 3:** That pursuant to the Code, the Town hereby creates a reinvestment zone for commercial/industrial tax abatement encompassing only the area described by the metes and bounds in **Exhibit "A"** attached hereto and such reinvestment zone is hereby designated and shall hereafter be designated as **Reinvestment Zone No. 4**, Town of Westlake, Texas.

**SECTION 4:** That the Town shall deliver to the Texas Comptroller's Office a general description of the reinvestment zone, including its size, the types of property located in it, its duration, and the guidelines and criteria established for the reinvestment zone under Section 312.002 of the Code, including subsequent amendments and modifications of the guidelines or criteria.

**SECTION 5:** That the Zone shall take effect on the 22<sup>nd</sup> day of August 2016.

**SECTION 6:** That this Ordinance shall be cumulative of all other Town Ordinances and all other provisions of other Ordinances adopted by the Town which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

**SECTION 7:** 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 8:** This ordinance shall take effect immediately from and after its passage as the law in such case provides.

**PASSED AND APPROVED ON THIS 22<sup>nd</sup> DAY OF AUGUST 2016.**

ATTEST:

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

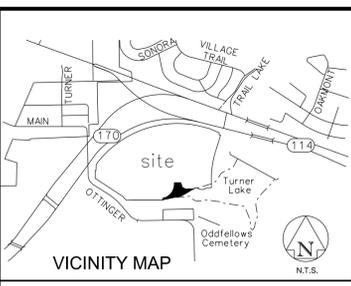
\_\_\_\_\_  
Kelly Edwards, Town Secretary

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

APPROVED AS TO FORM:

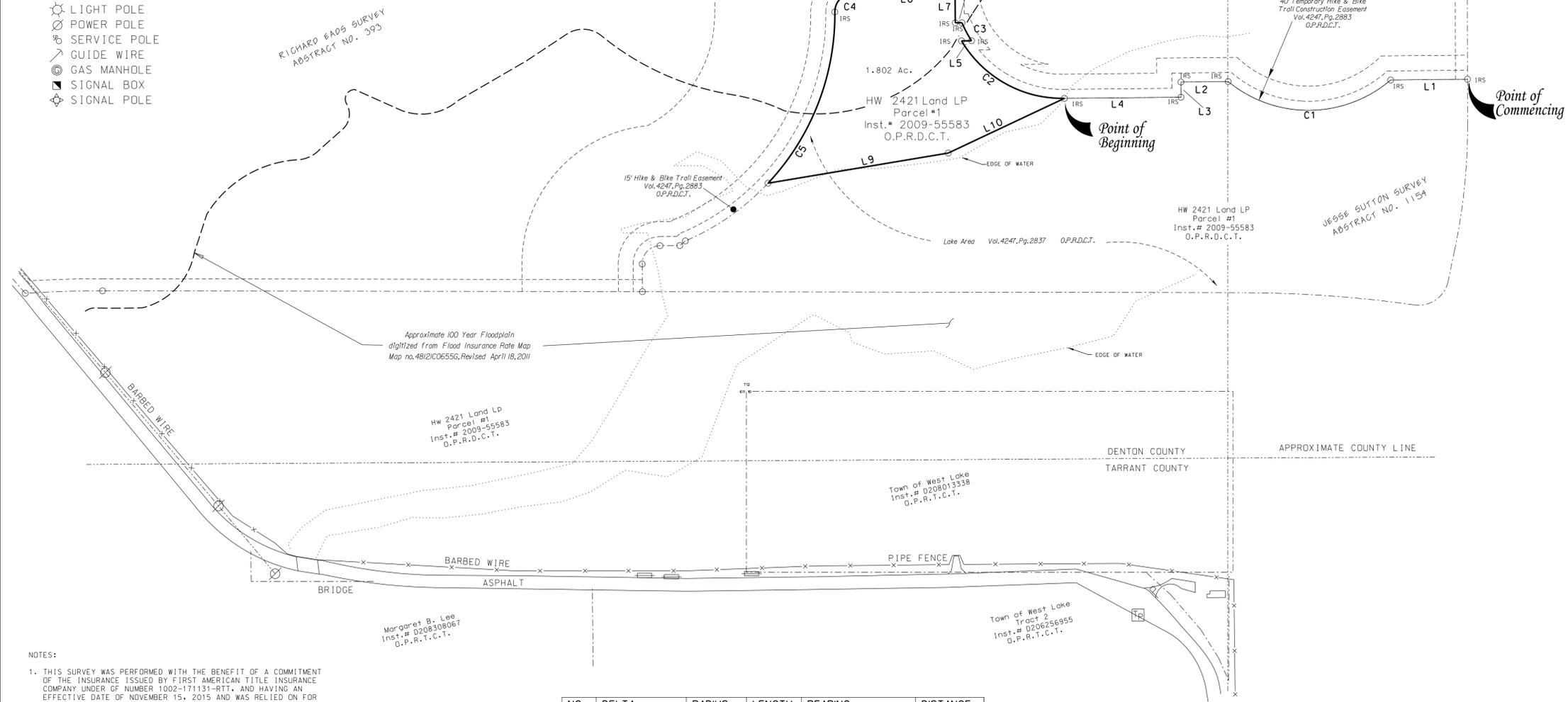
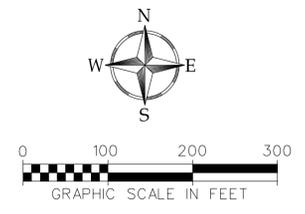
\_\_\_\_\_  
L. Stanton Lowry, Town Attorney

11:00:03 PM 1/18/2016 Copyright © 2016 Precision Land Solutions, Inc. IBI'S Firm Reg. No. 0077700 G:\JOB\HW\A5032\_Bltzzer\dwg\HW\A5032\_bnr2.dgn



NO.	BEARING	DISTANCE
L1	S89°27'07"W	127.87'
L2	S89°27'07"W	78.72'
L3	S00°32'53"E	25.20'
L4	S89°27'07"W	194.11'
L5	N89°27'07"E	16.72'
L6	S89°27'07"W	11.14'
L7	N00°32'53"W	49.98'
L8	S89°27'07"W	170.26'
L9	N80°32'48"E	304.03'
L10	N64°51'12"E	213.57'

- Legend**
- SIGN
  - ⊠ TELEPHONE PEDESTAL
  - ⊙ TELEPHONE MANHOLE
  - ⊕ BURIED CABLE MARKER / TELEPHONE
  - ⊕ WATER MANHOLE
  - PIPELINE MARKER
  - ⊙ LIGHT POLE
  - ⊙ POWER POLE
  - ⊙ SERVICE POLE
  - GUIDE WIRE
  - ⊙ GAS MANHOLE
  - ⊠ SIGNAL BOX
  - ⊙ SIGNAL POLE



NO.	DELTA	RADIUS	LENGTH	BEARING	DISTANCE
C1	79° 36'02"	211.21'	293.43'	S 89° 27'07" W	270.40'
C2	60° 21' 43"	194.92'	205.35'	N 60° 53' 56" W	195.99'
C3	10° 47' 26"	179.93'	33.89'	N 28° 08' 22" W	33.84'
C4	90° 00'00"	30.00'	47.12'	S 44° 27'07" W	42.43'
C5	43° 51' 24"	408.29'	312.52'	S 21° 22' 48" W	304.95'

- NOTES:**
- THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A COMMITMENT OF THE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY UNDER OF NUMBER 1002-171131-RIT, AND HAVING AN EFFECTIVE DATE OF NOVEMBER 15, 2015 AND WAS RELIED ON FOR EASEMENTS AND OTHER MATTERS OF RECORD.
  - BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE, 4202, NAD83.
  - ALL CORNERS SET ARE 5/8 INCH IRON RODS WITH PLASTIC CAP STAMPED "PELOTON" UNLESS OTHERWISE NOTED.
  - 100 YEAR FLOOD PLAIN LINE DOES AFFECT SUBJECT TRACT AS DETERMINED FROM DIGITIZED FLOOD INSURANCE RATE MAP NUMBER 48121C0655 G REVISED DATE OF APRIL 18, 2011. THE SURVEYOR ASSUMES NO LIABILITY FOR THAT MAP.
  - RESTRICTIVE COVENANTS RECORDED IN VOLUME 4247, PAGE 2837 OF THE COUNTY RECORDS, DENTON COUNTY, TEXAS, AFFECT THE SUBJECT TRACT AS SHOWN. RESTRICTIVE COVENANTS RECORDED IN INSTRUMENT NUMBER 95-0029595 OF THE COUNTY RECORDS, DENTON COUNTY, TEXAS, AFFECT THE SUBJECT TRACT AS SHOWN. (ITEM 1)
  - AGRICULTURAL LEASE RECORDED IN VOLUME 4247, PAGE 2920 OF THE COUNTY RECORDS, DENTON COUNTY, TEXAS, AFFECTS THE SUBJECT TRACT. (BLANKET IN NATURE) (ITEM 10a)
  - TERMS, PROVISIONS, CONDITIONS, OBLIGATIONS, ASSESSMENTS AND LIENS RECORDED IN VOLUME 4247, PAGE 2837 OF THE COUNTY RECORDS, DENTON COUNTY, TEXAS, AFFECTS THE SUBJECT TRACT. (BLANKET IN NATURE) (ITEM 10)
  - RESERVATION OF ALL OIL, GAS AND OTHER MINERALS, WITH WAIVER OF SURFACE RIGHTS, CONTAINED IN SPECIAL WARRANTY DEEDS RECORDED IN VOLUME 4247, PAGE 2876 AND VOLUME 4247, PAGE 2869 OF THE COUNTY RECORDS, DENTON COUNTY, TEXAS AFFECTS THE SUBJECT PROPERTY. (BLANKET IN NATURE) (ITEM 10j)

Revisions:			
Job #:			
Drawn By:		Checked By:	
		Date:	

A BOUNDARY SURVEY OF  
**1.802 Acres**  
 OF LAND SITUATED IN THE RICHARD EADS SURVEY,  
 ABSTRACT NUMBER 393, DENTON COUNTY, TEXAS

**PELOTON**  
 LAND SOLUTIONS  
 5751 KROGER DR. STE. 105 | KELLER, TX 76241 | 817-862-3350

A BOUNDARY SURVEY OF  
**1.802 Acres**  
 OF LAND SITUATED IN THE RICHARD EADS SURVEY,  
 ABSTRACT NUMBER 393, DENTON COUNTY, TEXAS

DESCRIPTION

BEING A CERTAIN TRACT OF LAND SITUATED IN THE RICHARD EADS SURVEY, ABSTRACT NUMBER 393, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED BY DEED TO HW 2421 LAND, LP RECORDED IN INSTRUMENT NUMBER 2009-55583 OF THE OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT AREA DEFINED AS THE "LAKE AREA" IN THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS RECORDED IN VOLUME 4247, PAGE 2837, SAID PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET AT THE NORTHEAST CORNER OF SAID LAKE AREA TRACT AND BEING THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO WESTLAKE RETAIL ASSOCIATES, LTD RECORDED IN INSTRUMENT NUMBER 98-R0118649 SAID PUBLIC RECORDS;

THENCE S 89°27'07"W, 127.87 FEET, WITH THE NORTH LINE OF SAID LAKE ARE AND THE SOUTH LINE OF SAID WESTLAKE RETAIL TRACT, TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE CONTINUING WITH SAID NORTH LINE AND SAID SOUTH LINE THE FOLLOWING COURSES AND DISTANCES;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 293.43 FEET, THROUGH A CENTRAL ANGLE OF 79°36'02", HAVING A RADIUS OF 211.21 FEET, THE LONG CHORD WHICH BEARS S 89°27'07"W, 270.40 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

S 89°27'07"W, 78.72 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

S 00°32'53"E, 25.20 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

S 89°27'07"W, 194.11 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET FOR THE POINT OF BEGINNING AND AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE CONTINUING WITH SAID SOUTH LINE AND SAID NORTH LINE THE FOLLOWING COURSES AND DISTANCES;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 205.35 FEET, THROUGH A CENTRAL ANGLE OF 60°21'43", HAVING A RADIUS OF 194.92 FEET, THE LONG CHORD WHICH BEARS N 60°53'56"W, 195.99 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

N 89°27'07"E, 16.72 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 33.89 FEET, THROUGH A CENTRAL ANGLE OF 10°47'26", HAVING A RADIUS OF 179.93 FEET, THE LONG CHORD WHICH BEARS N 28°08'22"W, 33.84 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

S 89°27'07"W, 11.14 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

N 00°32'53"W, 49.98 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

S 89°27'07"W, 170.26 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET FOR THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 47.12 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 30.00 FEET, THE LONG CHORD WHICH BEARS S 44°27'07"W, 42.43 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 312.52 FEET, THROUGH A CENTRAL ANGLE OF 43°51'24", HAVING A RADIUS OF 408.29 FEET, THE LONG CHORD WHICH BEARS S 21°22'48"W, 304.95 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

THENCE N 80°32'48"E, 304.03 FEET, DEPARTING SAID SOUTH LINE, OVER AND ACROSS AFOREMENTIONED HW 2421 TRACT TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

THENCE N 64°51'12"E, 213.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 79,499 SQUARE FEET OR 1.802 ACRES OF LAND MORE OR LESS.

Ordinance 790



**TYPE OF ACTION**

Regular Meeting - Action Item

**Westlake Town Council Meeting  
Monday, August 22, 2016**

**TOPIC:** Consideration for Adoption of a Resolution Designating a Neighborhood Empowerment Zone in the Town of Westlake Related to the Charles Schwab & Co. Corporate Office Campus Site Designated for Tax Reinvestment Zone #4.

**STAFF CONTACT:** Thomas E Brymer, Town Manager/ Superintendent

**Strategic Alignment**

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

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

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

**EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)**

On June 16, 2016, the Westlake Town Council adopted Resolution 16-26 which approved an Economic Development Incentives Agreement (the Agreement) between the Town of Westlake (Town) and CS Kinross Lake Parkway, a Delaware limited liability company, and its affiliate Charles Schwab & Co., Inc. (the Owner). This Agreement established the parameters for Town economic development incentives offered by the Town to the Owner for the project known as the Charles Schwab & Co. Westlake corporate office campus.

Further, in the Agreement approved by Resolution 16-26, the Town agreed to establish a Neighborhood Empowerment Zone (NEZ) for the Schwab project. A Neighborhood Empowerment Zone (NEZ) is a tool available pursuant to Chapter 378 of the Texas Local Government Code which local government may, under certain criteria, use for a number of uses, including economic development. The Town of Westlake last approved use of an NEZ in connection with the Deloitte University project in 2008.

The proposed resolution that would, if approved, establish this NEZ would only establish the NEZ on the same 1.8 acres of the Charles Schwab & Co. site that is proposed for Tax Reinvestment Zone #4.

### **RECOMMENDATION**

The Economic Development Agreement approved by the Town on June 16, 2016, for the Schwab project provides that the Town will establish this NEZ. Staff recommends approval of this resolution establishing this particular NEZ. Additional agreements would be required for utilization of this NEZ for economic development, this resolution only establishes as a tool that the Town and Charles Schwab & Co. might use for this project.

### **ATTACHMENTS**

Resolution designating this NEZ with attachment showing specific area to be designated as such on the Charles Schwab & Co. property in Westlake.

**TOWN OF WESTLAKE**

**RESOLUTION 16-31**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, DESIGNATING A NEIGHBORHOOD EMPOWERMENT ZONE IN THE TOWN OF WESTLAKE, TARRANT AND DENTON COUNTIES, TEXAS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING A SEVERABILITY CLAUSE.**

**WHEREAS**, the Town Council ("Council") of the Town of Westlake, Texas, ("Town"), desires to promote and increase economic development in the Town, and the property described herein, pursuant to Chapter 378 of the Texas Local Government Code; and

**WHEREAS**, the Town of Westlake (Town) and CS Kinross Lake Parkway, a Delaware limited liability company, its affiliate Charles Schwab & Co., Inc. (the Owner) desire to enter into a partnership to continue this planned growth through an economic development agreement which sets out responsibilities for the Owner and the Town as it relates to the development in Westlake as established in Resolution 16-26, approved on June 16, 2016: 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 the facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct and are incorporated herein in their entirety.

**SECTION 2:** That the Council hereby finds and determines that:

- (a) That the creation of a Neighborhood Empowerment Zone ("Zone") would promote an increase in economic development in the Zone;
- (b) The property to be contained within the Zone is described in attached **Exhibit "A"** and incorporated herein in its entirety;
- (c) That the creation of the Zone benefits and is for the public purpose of increasing public health, safety and welfare of the persons in the Town, and the creation of the Zone satisfies the requirements of Section 312.202 of the Texas Tax Code.

**SECTION 3:** That pursuant to Chapter 378 of the Texas Local Government Code, the Council hereby creates the Zone in the earlier described **Exhibit "A"**, attached hereto and incorporated herein.

**SECTION 5:** That the Zone shall take effect on the 22<sup>nd</sup> day of August 2016.

**SECTION 6:** 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 7:** That this resolution shall become effective from and after its date of passage.

**PASSED AND APPROVED ON THIS 22<sup>nd</sup> DAY OF AUGUST 2016.**

ATTEST:

\_\_\_\_\_  
Laura L. Wheat, Mayor

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

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

APPROVED AS TO FORM:

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



DESCRIPTION

BEING A CERTAIN TRACT OF LAND SITUATED IN THE RICHARD EADS SURVEY, ABSTRACT NUMBER 393, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED BY DEED TO HW 2421 LAND, LP RECORDED IN INSTRUMENT NUMBER 2009-55583 OF THE OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT AREA DEFINED AS THE "LAKE AREA" IN THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS RECORDED IN VOLUME 4247, PAGE 2837, SAID PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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S 89°27'07"W, 11.14 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

N 00°32'53"W, 49.98 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

S 89°27'07"W, 170.26 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET FOR THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 47.12 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 30.00 FEET, THE LONG CHORD WHICH BEARS S 44°27'07"W, 42.43 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 312.52 FEET, THROUGH A CENTRAL ANGLE OF 43°51'24", HAVING A RADIUS OF 408.29 FEET, THE LONG CHORD WHICH BEARS S 21°22'48"W, 304.95 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

THENCE N 80°32'48"E, 304.03 FEET, DEPARTING SAID SOUTH LINE, OVER AND ACROSS AFOREMENTIONED HW 2421 TRACT TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

THENCE N 64°51'12"E, 213.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 79,499 SQUARE FEET OR 1.802 ACRES OF LAND MORE OR LESS.

Resolution 16-31

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# Town Council

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Item # 10 – Executive  
Session

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## EXECUTIVE SESSION

- a. Sec. 551.071 Consultation with Attorney (1) when the governmental body seeks the advice of its attorney about: (A) pending or contemplated litigation; or (B) a settlement offer; (2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: Ordinance 767
- b. Section 551.087 Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1) for the following:
  - Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
  - Project Lynx
  - Quail Hollow
- c. Section 551.072 to deliberate the purchase, exchange, lease of value of real property regarding Town Hall offices and possible Fire Stations sites

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# Town Council

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Item # 11 – Reconvene  
Council Meeting

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# Town Council

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## Item # 12 – Necessary Action

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### NECESSARY ACTION

- a. Sec. 551.071 Consultation with Attorney (1) when the governmental body seeks the advice of its attorney about: (A) pending or contemplated litigation; or (B) a settlement offer; (2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: Ordinance 767
- b. Section 551.087 Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1) for the following:
  - Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
  - Project Lynx
  - Quail Hollow
- c. Section 551.072 to deliberate the purchase, exchange, lease of value of real property regarding Town Hall offices and possible Fire Stations sites

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# Town Council

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## Item # 13 – Future Agenda Items

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**FUTURE AGENDA ITEMS:** Any Council member may request at a workshop and / or Council meeting, under “Future Agenda Item Requests”, an agenda item for a future Council meeting. The Council Member making the request will contact the Town Manager with the requested item and the Town Manager will list it on the agenda. At the meeting, the requesting Council Member will explain the item, the need for Council discussion of the item, the item’s relationship to the Council’s strategic priorities, and the amount of estimated staff time necessary to prepare for Council discussion. If the requesting Council Member receives a second, the Town Manager will place the item on the Council agenda calendar allowing for adequate time for staff preparation on the agenda item.

**None**

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# Town Council

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Item # 14 – Adjournment  
Regular Session

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