



## Town of Westlake

1500 Solana Blvd  
Building 7, Suite 7100  
Westlake, TX 76262

### Zoning Board of Adjustment Agenda - Final

---

**Tuesday, July 15, 2025**

**3:30 PM**

**Council Chamber**

---

NOTE: As authorized by Section 551.071 of the Texas Government Code, the Zoning Board of Adjustment may enter into closed Executive Session for the purpose of seeking confidential legal advice from the Town Attorney on any agenda item listed herein.

**A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT**

**B. BUSINESS ITEMS**

- B.1.** Discuss, consider and act to approve the June 17, 2025 Zoning Board of Adjustment Meeting Minutes
- B.2.** (CONTINUED FROM 6.17.2025) Hold a public hearing, discuss, consider and act on a request for a variance to allow for sports courts to be placed within an easement under the Unified Development Code, located at 1514 Meandering Way, legally described as Lot 12, Block 3, The Estates of Quail Hollow, Town of Westlake, Tarrant County, Texas, zoned as R-1, estate residential district (ZBA Case No. 2025-02)

**C. ADJOURNMENT**

I certify that the above notice was posted on the bulletin board at Town of Westlake, Town Hall, located at 1500 Solana Blvd., Building 7, Suite 7100, Westlake, TX 76262, in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

---

Town Secretary

Disabilities Notice: If you plan to attend the meeting and have a disability that requires special needs, please contact the Town Secretary's Office 48 hours in advance at Ph. 817-490-5711 and reasonable accommodations will be made to assist you.



# Town of Westlake

1500 Solana Blvd  
Building 7, Suite 7100  
Westlake, TX 76262

## Staff Report

---

**File #:** 25-169

**Agenda Date:** 7/15/2025

**Agenda #:**

---

### **TOWN STAFF REPORT RECOMMENDATION**

Discuss, consider and act to approve the June 17, 2025 Zoning Board of Adjustment Meeting Minutes

**STAFF:** Dianna Buchanan, Town Secretary

#### **BACKGROUND:**

The June 17, 2025 Zoning Board of Adjustment Meeting Minutes are attached for review and consideration of approval.

Once approved, all meeting minutes will be executed and uploaded to the Town of Westlake website for transparency and Laserfiche software for state retention compliance.

#### **RECOMMENDATION:**

Staff recommends approval of the minutes.

#### **ATTACHMENT(S):**

07.17.2025 Zoning Board of Adjustment Meeting Minutes

#### **ZBA ACTION/OPTIONS:**

1. Motion to approve minutes, as presented.
2. Motion to approve the minutes with the following corrections/changes (please state corrections/changes in motion)
3. Motion to table
4. Motion to deny



## Town of Westlake

1500 Solana Blvd  
Building 7, Suite 7100  
Westlake, TX 76262

### Zoning Board of Adjustment Meeting Minutes - Draft

---

Tuesday, June 17, 2025

3:30 PM

Council Chamber

---

**NOTE: As authorized by Section 551.071 of the Texas Government Code, the Zoning Board of Adjustment may enter into closed Executive Session for the purpose of seeking confidential legal advice from the Town Attorney on any agenda item listed herein.**

#### **A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT**

Chair Todd Gautier called the meeting to order at 3:30 p.m. and announced a quorum present.

#### **BOARD MEMBERS PRESENT:**

Todd Gautier, Chair  
Tammy Reeves  
Kim Greaves  
T.J. Duane  
Michael Yackira  
Kevin Smith (virtually present)

#### **STAFF PRESENT:**

Town Manager Wade Carroll	Deputy Town Manager Jason Alexander
Town Secretary Dianna Buchanan	Town Attorney Matthew Boyle
IT Director Jason Power	Town Planner Christopher Pham

#### **B. BUSINESS ITEMS**

- B.1. [25-146](#)** Discuss, consider and act to approve the February 3, 2025 Zoning Board of Adjustment Meeting Minutes

Motion by Board Member Greaves and Motion Second by Board Member Reeves to approve the February 3, 2025 Zoning Board of Adjustment Meeting Minutes as presented. Chair Gautier called for the vote.  
MOTION APPROVED UNANIMOUSLY.

- B.2. [ZBA 25-02](#)** Hold a public hearing, discuss, consider and act on a request for a variance to allow for sports courts to be placed within an easement under the Unified Development Code, located at 1514 Meandering Way, legally described as Lot 12, Block 3, The Estates of Quail Hollow, Town of Westlake, Tarrant County, Texas, zoned as R-1, estate residential district (ZBA Case No. 2025-02)

Chair Gautier called Item B.2. and then announced that the meeting will now be recessed to Executive Session as allowed by Section 551.071 of the Texas Government Code, to seek confidential legal advice from the Town Attorney for Item B.2. Meeting recessed to Executive Session at 3:31 p.m.

Chair Gautier reconvened the ZBA meeting at 4:09 p.m. Chair Gautier called Item B.2. and opened the public hearing for the same. No one came forward to speak.

Town Attorney Boyle recommended that the ZBA consider a motion to continue this case and its associated public hearing to the July 15, 2025 meeting of the Zoning Board of Adjustment at 3:30 p.m. As a point of discussion, Board Member Greaves said in the interim the intention is to meet with the applicant to work out an agreement related to the request. Motion by Board Member Greaves to approve and Motion Second by Board Member Reeves. Board Member Duane voiced a point of clarification that the motion is to continue the item to July 15, 2025. The original motion was not voted on.

Motion restated to continue Item B.2. ZBA 25-02 and its associated Public Hearing to the July 15, 2025 meeting of the Zoning Board of Adjustment at 3:30 p.m. Board Member Greaves so moved, and Motion Second by Board Member Duane. Chair Gautier called for the vote.

MOTION APPROVED UNANIMOUSLY.

## **C. ADJOURNMENT**

Chair Gautier adjourned the meeting at 4:12 p.m.

---

**Todd Gautier, Chair**

**ATTEST:**

---

**Town Secretary Dianna Buchanan**



# Town of Westlake

1500 Solana Blvd  
Building 7, Suite 7100  
Westlake, TX 76262

## Staff Report

**File #:** ZBA 25-02 (Continued)

**Agenda Date:** 7/15/2025

**Agenda #:** B.2.

### TOWN STAFF REPORT RECOMMENDATIONS

(CONTINUED FROM 6.17.2025) Hold a public hearing, discuss, consider and act on a request for a variance to allow for sports courts to be placed within an easement under the Unified Development Code, located at 1514 Meandering Way, legally described as Lot 12, Block 3, The Estates of Quail Hollow, Town of Westlake, Tarrant County, Texas, zoned as R-1, estate residential district (ZBA Case No. 2025-02)

**STAFF:** Christopher Pham, Town Planner

#### **BACKGROUND:**

The Unified Development Code (the “UDC”) was adopted --- among other purposes --- “[t]o protect, promote, improve and provide for the public health, safety, and general welfare of the citizens of the town” and “[t]o ensure the safe, orderly and efficient development and expansion of the town in accordance with and pursuant to its Comprehensive Plan, Thoroughfare Plan, and Open Space Plan”. Accordingly, the UDC establishes development standards for residential, non-residential, and government zoning districts. These development standards regulate the use of land, parking, building setbacks, building height, et cetera.

This is a request for a variance --- to allow for the placement of two sports courts and outdoor storage of pool equipment and air conditioning units in an existing 20 feet utility easement located in the rear and side yard of the property. Per Sec. 82-36 of the Unified Development Code, “no buildings, fences, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the easements as shown”. As presented, the property owner is requesting to encroach within the utility easement, specifically where the sewer line runs under the proposed locations of their tennis court, pickleball court, and outdoor storage of pool equipment and air conditioning units. As provided in the application, the determination of the locations of the courts was necessitated due to a “dramatic 30-foot elevation drop”, the location of a pond at the rear of the lot, and the desire to maintain continuity with the neighborhood aesthetic.

As this property is zoned R-1, estate residential district, and not PD, planned development district, a request to encroach within an easement may not be reviewed, considered, and acted on by the Town Planner; it requires review, consideration, and action from the Zoning Board of Adjustment.

In making a determination on the variance request, the Zoning Board of Adjustment must find --- as set forth in Sec. 26-68 (d)(1)-(11) of the UDC:

- (1) Such variance will not substantially or permanently injure the appropriate use of adjacent property in the same district;
- (2) Such variance will not adversely affect the health, safety or general welfare of the public;
- (3) Such variance will not be contrary to the public interest;
- (4) Such variance will not authorize the operation of a use other than those uses specifically authorized for the district in which the property for which the variance is sought is located, except as provided in subsection (c) of this section;
- (5) Such variance will be in harmony with the spirit and purpose of the UDC;
- (6) Such variance will not alter the essential character of the district in which is located the property for which the variance is sought;
- (7) Such variance will not substantially weaken the general purposes of the zoning regulations established for the district in which the property is located;
- (8) Due to special conditions, a literal enforcement of the UDC would result in unnecessary hardship;
- (9) The plight of the owner of the property for which the variance or exception is sought is due to unique circumstances existing on the property, including, but not limited to, the area, shape or slope, and the unique circumstances were not created by the owner of the property and are not merely financial, and are not due to or the result of general conditions in the district in which the property is located;
- (10) The variance or exception is not a self-created hardship; and
- (11) The variance is clearly identified as a variance to the town's standards on the concept plan, site plan or text of chapter 102.

### **DISCUSSION:**

The determination made by the Board of Zoning Adjustment must be consistent with the findings --- the parameters --- established by Sec. 26-68 (d)(1)-(11) of the UDC.

It should be noted that the topography of the site and the easements on the site may impact the location of the home and some of its building attachments.

It should be noted, too, that although the Architectural Review Board for Quail Hollow (“ARB”) did not make a recommendation on whether the requested variance should be granted, a letter from the ARB stated that “[t]he Quail Hollow Architectural has reviewed the final submitted plans and documents for this proposed residence,” and “the ARB grants approval to proceed with the construction of this residence as documented.”

On June 17, 2025, the Zoning Board of Adjustment opened and conducted a public hearing on the request for a variance to allow for sports courts to be placed within an easement. The Zoning Board of Adjustment voted to table possible action on the request to July 15, 2025, to allow for the Town’s legal counsel to prepare an encroachment agreement. An encroachment agreement was prepared by the Town’s legal counsel, and a summary of the encroachment agreement prepared by legal counsel is as follows:

*“This Encroachment License Agreement grants the Owner a revokable license to make allowed improvements within the easement area. The agreement currently includes allowance for the construction and maintenance of a tennis court, pickleball court, a retaining wall, stairs, and additional flatwork at least in part on the easement area as specified in the submitted plans. The agreement makes clear that the license is limited to the allowed improvements as described in the agreement and identified in an Exhibit to be drafted and attached to the agreement once the Board decides what improvements to allow to encroach on the easement and where. The agreement further preserves the Town’s paramount right to access the easement in the encroachment area at all times as needed. As stated, the Owner holds full responsibility for the repair of any damage to the allowed improvement related to the easement and must begin necessary repairs due to such damage within sixty days of written notice from the Town. In the event the Owner does not comply with this deadline, the Town would be able to make the necessary repairs and be reimbursed for the reasonable cost of repair by the Owner. The agreement includes an indemnification clause by which the Owner indemnifies the Town from and against any liability claims, injury to property, and injury to person occurring in the easement area for the duration of the agreement. Finally, the license is revocable at the Town’s discretion and the agreement makes clear the Owner has no legal recourse for such a discretionary revocation.”*

If the encroachment agreement is approved by the Zoning Board of Adjustment, reductions in the building setbacks and in the easement widths will not be required and will no longer be necessary to comply with the zoning provisions as set forth in the Unified Development Code.

**DEPARTMENT OF PLANNING AND DEVELOPMENT RECOMMENDATION:**

The Department of Planning and Development recommends that the encroachment agreement as prepared by the Town's legal counsel be approved.

**ZONING BOARD OF ADJUSTMENT ACTION / OPTIONS:**

- 1) Motion to approve;
- 2) Motion to approve with additional conditions (please state additional conditions in motion);
- 3) Motion to deny; OR
- 4) Motion to table (must table to a specific date).

**ATTACHMENT(S):**

- 1) Application
- 2) Exhibit "A" - 1514 Meandering Way Drive Site Plan
- 3) Exhibit "B" - Quail Hollow Architectural Review Board Letter
- 4) Exhibit "C" - Property Owner Variance Request (Justification)
- 5) Exhibit "D" - Encroachment Agreement





# VARIANCE APPLICATION

ZBA 25-02

Planning and Development Department

## Submittal Policy

Upon completion of a pre-application conference with town staff, application is due no later than 12:00pm on the application submittal deadline. All required fees, forms and supporting documents are due at the time of application submittal. Incomplete applications and/or application submitted without a prior pre-application conference will not be accepted.

All applications shall not be considered filed, and administratively complete, until town staff, including the Development Review Committee (DRC), determines that the application meets all requirements of applicable town regulations and/or all DRC comments have been addressed. Applications will not be scheduled for consideration by the Zoning Board of Adjustments until all comments have been addressed and required items submitted (in the Town of Westlake the Town Council acts as the Zoning Board). Therefore, meeting consideration dates on the [Development Review Calendar](#) are merely shown as guidelines and are subject to change for any given application pending the filing date and determination of administrative completeness by town staff for said application.

Any development related application, including any revisions responsive to staff comments, shall NOT be accepted at the front counter. Application and revisions will only be accepted through a **pre-scheduled** appointment with a pertinent member of Town development review staff. The purpose of the appointment requirement is to ensure all required items are included and/or addressed prior to acceptance by the Town.

## Application Submittal Checklist

Applicants must submit the following information for the application to be deemed complete and accepted. An application missing any of the items below will be considered incomplete and cannot be processed until the missing items are provided. All information must be submitted following the specifications listed in the [Development Submittal Guidelines](#) document.

- ☐ Pre-Application Meeting Held
- ☐ [Application fees](#) furnished
  - Payment is accepted by check, credit card (3% charge), or [ACH](#). Pay by credit card at the front counter or online. Make checks out to Town of Westlake and mail or submit to the address below:  
1500 Solana Blvd. Bldg. 7 Suite 7200  
Westlake, TX 76262
- ☐ One (1) PDF drawing of proposed improvements (**Plan-mm-dd-yyyy**)
- ☐ **Statement of Approval or Consent (mm-dd-yyyy)**
  - Approval or consent adjacent property owners and any HOA/POA
- ☐ **Written Justification (mm-dd-yyyy)**
  - Summary of variance or appeal request
  - Summary description of the zoning requirement for which the variance is requested
  - Summary justification/hardship. Explain why the requested is needed.
  - Summary statement regarding any negative impact on the neighborhood or public good.

1500 Solana Blvd, Bldg. 7, Ste 7200 | Westlake, TX 76262 | 817.430.0941 | [www.westlake-tx.org](http://www.westlake-tx.org)

Email: [planning@westlake-tx.org](mailto:planning@westlake-tx.org)



# VARIANCE APPLICATION

Planning and Development Department

## \*\* Town Staff Only \*\*

<u>Item</u>	<u>Date</u>	<u>Staff Signature</u>
<input type="checkbox"/> Pre-Application Meeting:	<u>5-23-25</u>	<u></u>
<input type="checkbox"/> Application Submittal:	<u></u>	<u></u>
<input type="checkbox"/> Application Fees Furnished:	<u></u>	<u></u>
<input type="checkbox"/> Application Accepted for Review:	<u></u>	<u></u>

Case Number: V-

Total Fees: \$2,500.00

## Description of Property

Project Address:

(e.g., 1234 Westlake Pkwy)

Tax Parcel IDs:

General Location:

(e.g., Northeast Corner of  
Westlake Pkwy and SH 114)

Subdivision Name:

(e.g., Entrada, Solana,  
Westlake Corners, etc....)

Lot(s):

Block(s):

Survey Name(s):

Abstract(s):

Tract(s):

## Development Statistics

Current Zoning:

([Zoning Map](#))

Current Land Use:

([Land Use Map](#))

Current Lots:

Total Acres:



# VARIANCE APPLICATION

Planning and Development Department

## Applicant Information

Company:

(e.g. Starbucks)

Contact:

(e.g. John Smith)

Address:

(e.g. 123 Happy Lane)

City, State, ZIP:

(e.g. Westlake, TX 76262)

Email:

(e.g., John.smith@gmail.com)

Phone:

(e.g. 555-555-5555)

## Owner Information

Company:

(e.g. Starbucks)

Contact:

(e.g. John Smith)

Address:

(e.g. 123 Happy Lane)

City, State, ZIP:

(e.g. Westlake, TX 76262)

Email:

(e.g., John.smith@gmail.com)

Phone:

(e.g. 555-555-5555)



# VARIANCE APPLICATION

Planning and Development Department

## Designation of Agent Form

I hereby authorize the person designated below, to act in the capacity as my agent for the application, processing and the representation of this request. The designated agent shall be the principal contact person with the Town of Westlake (and vice versa) in processing and responding to requirements, information requests or other issues relative to this request.

### PROPERTY OWNER

Printed Name:

Signature:

*Mark Venter*

Date:

5-28-25

### APPLICANT

Printed Name:

Signature:

*Mark Venter*

Date:

5-28-25

### DESIGNATED AGENT

Printed Name:

Signature:

Date:

Property Address:

City, State, ZIP:

Email:

Phone:



ARCHITECT: BENTLEY  
 DRAWN BY:  
 DATE: 10/2/20



PRIVATE RESIDENCE  
 1514 MEANDERING WAY  
 WESTLAKE TEXAS 76262



B T L and ASSOCIATES  
 ARCHITECTS

A3

A portion of  
the wall that is  
located  
within the  
building setback

The tennis court  
that crosses the easement

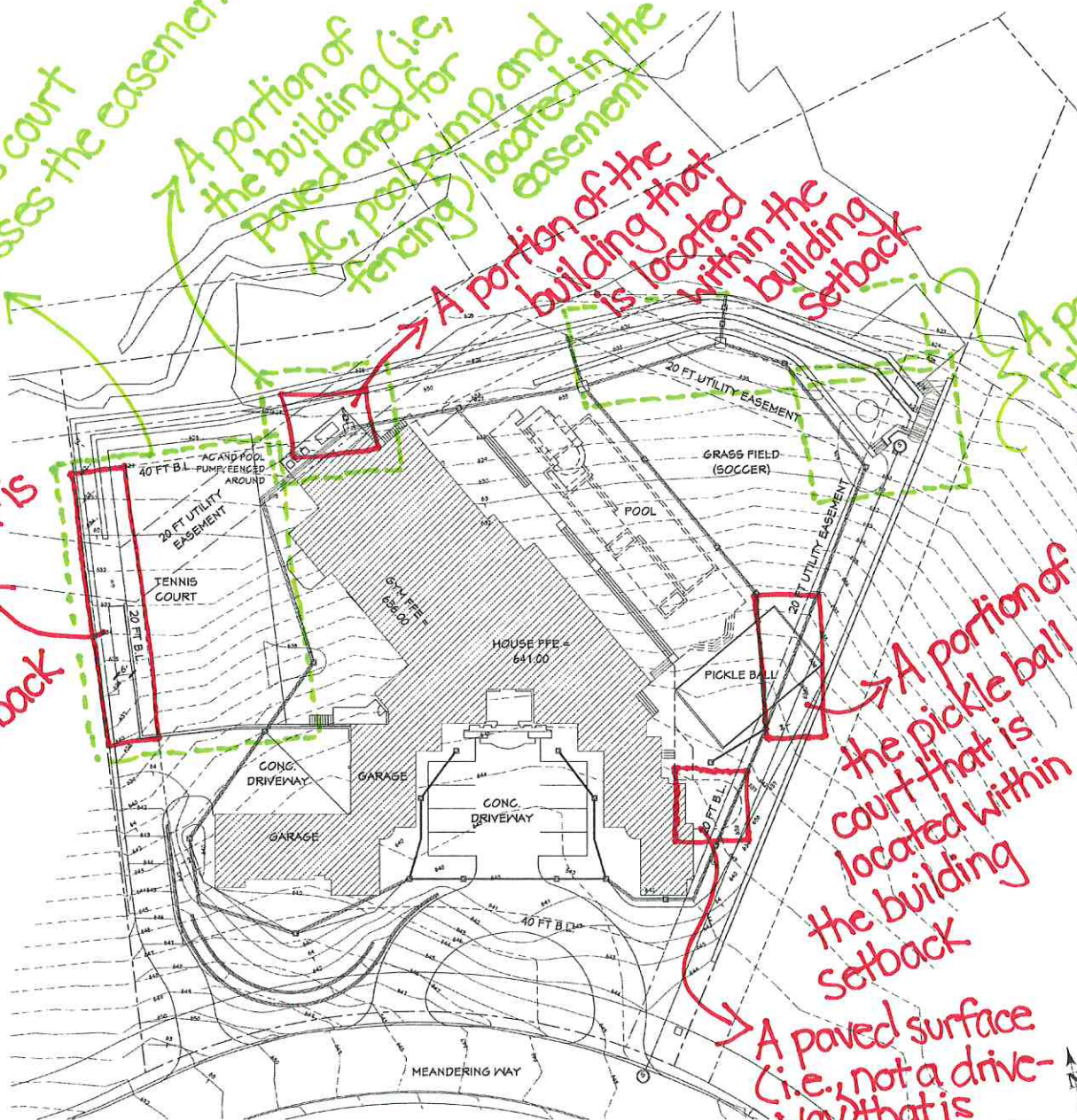
A portion of  
the building (i.e.,  
paved area for  
AC, pool pump, and  
fencing) located in the  
easement

A portion of the  
building that  
is located  
within the  
building  
setback

A portion of the  
retaining wall, stairs,  
and other flatwork  
located in the case-  
ment

A portion of  
the pickle ball  
court that is  
located within  
the building  
setback

A paved surface  
(i.e., not a drive-  
way) that is  
located within the  
building setback



### Area Tab (Sq.Ft.)

#### SITE COVERAGE CALCULATIONS

TOTAL SITE AREA - 90,196

#### BUILDING FOOTPRINT

A/C SPACE - 9,581  
 NON A/C SPACE  
 GARAGE - 2,541  
 FRONT PORCH - 317  
 COV. PORCH - 1,348  
 OPEN PORCH - 1,522

TOTAL - 15,304

BUILDING COVERAGE OF SITE  
 $15,304/90,196 = 16.97\%$

#### IMPERVIOUS COVERAGE

BUILDING FOOTPRINT - 15,304  
 POOL AREA - 4,313  
 DRIVEWAY - 10,524  
 TENNIS COURT - 5,932  
 PICKLE BALL COURT - 1,450

TOTAL IMPERVIOUS - 37,523 = 41.96%  
 PERVIOUS - 52,310 = 58.04%

#### SITE PLAN

SCALE - 1" = 20' - 0" (ON 22X34)  
 SCALE - 1" = 40' - 0" (ON 11X17)



# Quail Hollow

## Architectural Review Board

3/26/2025

Re: Valente Residence  
Lot 12, Block 3, The Estates of Quail Hollow Phase IIB  
1514 Meandering Way Drive  
Westlake, Texas 76262

To Whom it May Concern,

The Quail Hollow Architectural Review Board has reviewed the final submitted plans and documents for this proposed residence. After reviewing the submitted plans and documents, the ARB grants **approval to proceed** with the construction of this residence as documented.

Note that an on-site mockup that displays all materials and finishes is required to be reviewed and approved by the ARB prior to construction.

Sincerely,

Chris R. Means, AIA, NCARB  
ARB Administrative Architect

## VARIANCE APPLICATION

Project: 1514 Meandering way, Westlake TX

- **Pre-Application Meeting** held on 05-23-2025
- **Application fees:** To be paid by check
- **Drawing of proposed improvements:** Grading and Drainage (03-12-2025) & Site plan (03-25-2025) attached.
- **Statement of Approval or Consent:** (03-26-2025) – Attached HOA approval.

The current plans, which show the sports courts encroaching over the utility easement and the building setback line were formally reviewed and approved by the HOA and the Quail Hollow Architectural Review Board, further reinforcing that the proposed layout is not only practical given the site constraints, but also consistent with prior approvals and neighborhood standards.

### Written Justification (05-28-2025)

- Summary of Variance appeal or request:

I am requesting a variance to allow the construction of a tennis court and a pickle ball court over a utility easement and building setback. Specifically, where the sewer line, not the manhole, runs under the proposed location. This location has been engineered and improved to accommodate the tennis court, including the relocation of the manhole and sewer line, and was previously approved by the Town of Westlake and the Quail Hollow architectural review board.

- Summary description of zoning requirement for which variance is requested:

It is my understanding that the zoning and municipal code restricts the construction of permanent structures over easements and within setbacks. However, in the recent past, features such as sports courts, retaining walls, fences, and driveways were not classified as permanent structures and were therefore permitted within these areas. It was only after my project had been fully designed, with significant time and financial investment already committed and the plans submitted for permitting, that I was informed of the revised interpretation.

I respectfully request clarification and a variance to allow this project to proceed in a manner consistent with the character and precedent of previously approved & current projects in Quail Hollow and other R-1 zoned districts within the surrounding community.

This request seeks to align the proposed work with established standards already permitted and constructed under similar conditions, ensuring compatibility with the existing built environment and neighborhood expectations. Granting this variance will maintain continuity in design and planning practices previously deemed acceptable in comparable R-1 contexts.

- Summary justification/hardship. Explain why the request is needed:

The request for this variance is based on three unique physical hardships that significantly limit the usable area of the lot and directly impact on the homeowner's ability to construct the tennis and pickleball courts as currently planned. First, the sewer easement runs through the property, severely restricting buildable space and the placement of large, flat features such as sport courts. Second, the lot has a dramatic 30-foot elevation drop, which necessitated the construction of extensive engineered retaining walls—already approved by the Town of Westlake and the Quail Hollow Architectural Review Board—to create a level, functional area on the property. Third, the pond located at the rear of the lot further reduces usable space and creates visual and functional limitations for any alternate court locations.

Together, these site constraints leave only one feasible location on the property for the tennis and pickleball courts, precisely where they are currently planned. The entire layout of the home was designed to accommodate these features, including a significant investment to relocate a sewer line and manhole, all of which were approved by the Town of Westlake and HOA. Furthermore, the current site plan, showing the tennis court encroaching over the sewer easement and the setbacks for both courts—were reviewed and approved by the HOA, supporting the position that this layout is consistent with community standards and prior approvals. Denying this variance would invalidate years of planning, approved construction, and substantial investment, causing irreparable personal and financial hardship. This request is not based on preference, but on the only practical and previously approved solution to realize the intended and best use of the property.

- Summary statement regarding any negative impact on the neighborhood or public good:

The proposed court does not obstruct views, disrupt the neighborhood aesthetic, or interfere with public utilities. In fact, its location was carefully chosen to minimize visibility and preserve the view of the adjacent pond for myself and nearby residents. Furthermore, I am fully willing to sign a legal agreement accepting all future costs and liability related to removal or access in the event the Town of Westlake or utility providers need to service the sewer line. This variance poses no foreseeable negative impact to the public good and aligns with historical precedent in the Town of Westlake.



STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

**ENCROACHMENT LICENSE AGREEMENT**  
**Number \_\_\_\_\_**

THIS ENCROACHMENT LICENSE AGREEMENT (the “License Agreement”) is hereby entered into by and between THE TOWN OF WESTLAKE, TEXAS, a general law municipality organized and existing pursuant to the laws of the State of Texas, (the “Town”) and Mark Valente, owner of 1514 Meandering Way, Westlake, Texas (the “Owner”), and hereby agree to the terms and conditions as stated herein:

**WHEREAS**, the Town is the Grantee for a twenty (20) foot Public Utility Easement upon the property, that was dedicated to the Town by plat and filed of record in Volume [], Page [], of the Plat Records, Tarrant County, Texas (the “Easement”); and

**WHEREAS**, the Owner seeks to build a home and associated improvements on Lot 12 Block 3 of the Estates of Quail Hollow Subdivision in the Town (known and addressed as 1514 Meandering Way)(the “Property”); and

**WHEREAS**, the Owner desires to utilize and encroach on the Easement by locating portions of a tennis court, a pickleball court, a retaining wall, stairs, and additional flatwork within the Encroachment Areas in the Easement as shown on the attached Exhibit “A” until such time as the Town terminates the License Agreement pursuant to the terms and conditions as stated herein; and

**WHEREAS**, in order to effectuate the purpose as stated above, the parties hereby execute this License Agreement and agree to the terms and conditions as stated herein.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that the Town and Owner hereby agree as follows:

**GRANT OF LICENSE**

**I.**

That for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants and agreement herein contained, and all matters stated in the preamble which are hereby found to be true and correct and are incorporated into the body of this License Agreement, the Town does hereby Grant by a revocable license to the Owner for the right to encroach upon and maintain the Encroachment Areas, only under the terms and conditions described herein.

## II.

This License Agreement is subject to the paramount right of the Town to access and use the Easement at all times for the needs of the Town. This License Agreement is unilaterally revocable with 90 days written notice from the Town. Such notice shall be sent to the Owner via First Class U.S. Mail addressed to the Owner at the Property and shall be deemed sent upon placement in the U.S. Mail system.

## III.

A. The Owner will reimburse the Town for any damages occurring by any means or person whatsoever to the utilities and related infrastructure within the Easement, whether real or personal, during the term of the License Agreement. In addition:

1. The Owner shall maintain any improvements constructed pursuant to this License Agreement in the Encroachment Areas. The Owner shall undertake all construction and maintenance of the allowed improvements in accordance with any and all applicable federal and state laws, and Town Ordinances and this License Agreement. The Owner in doing any work in connection with the use of said Encroachment Area shall not create a nuisance or do any act that will be detrimental to the Easement, the utilities therein, or its surroundings, and that said encroachment will not be used by said Licensee, for any other purpose under this grant, except as herein provided.
2. The only improvements allowed within the Easement are portions of a tennis court, a pickleball court, a retaining wall, stairs, and additional flatwork (the “Allowed Improvements”), in the locations as shown on attached Exhibit ‘A’. The Owner shall submit all engineering and construction plans and specifications relating to any proposed new improvements within the Easement to the Town for its review and approval. No approval of plans and specifications by the Town shall be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvements built in accordance therewith will be designed or built in a good and workmanlike manner. Neither the Town nor its elected or appointed officers, employees, contractors, and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the Town for any defects in any plans or specifications submitted, revised, or approved, any loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, any loss or damage arising from the noncompliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications. The Owner agrees that all work and improvements

conducted by Owner on the Easement will be done in a good and workmanlike manner and maintained in good condition. Failure to properly maintain said Allowed Improvements after receipt of sixty (60) days written notice, except in the case of an emergency, from the Town shall entitle the Town:

- i. To enter the Property and make any repairs necessary and to assess any reasonable costs against Owner and the Property, which shall be paid to the Town within thirty (30) days;
- ii. To suspend or revoke this License Agreement and any permits or approvals related to the Allowed Improvements, such that the Owner shall be subject to any and all applicable citations under the Town Code of Ordinances relating to the encroachment;
- iii. To subject the Owner to a fee of \$1,000 per day, for each day the violation of this agreement exists.

However, under no circumstance shall the Town be responsible for the restoration of any improvement placed or constructed within the Easement by Owner, its agents, contractors, or assigns. It shall be the Owner's sole responsibility to maintain the Allowed Improvements during the term of the License Agreement.

3. It is further agreed that the Owner shall not be allowed to place, construct, maintain or erect any other permanent or temporary improvements upon the Easement except as provided in Section III. A. 2. herein.
4. The Owner agrees to remove any and all Allowed Improvements upon revoking of the License Agreement by the Town without delay and, if, required by the Town's Ordinances, shall secure all applicable permits.
5. As a condition of the rights granted hereunder, the Owner hereby acknowledges that the Town's rights under the Easement, including but not limited to the public utilities and all associated infrastructure located therein, are dominant and superior to any right granted Owner under this License Agreement. The Owner understands and expressly agrees that the Town is not responsible, in whole or in part, for damages or costs for any Allowed Improvements either during the terms of the License Agreement or upon termination. The Town shall not be responsible for the restoration of any Allowed Improvement placed or constructed on the Easement by the Owner, its agents, contractors, or assigns, even in the event of damage or destruction associated with any work within the Easement.

6. The Owner agrees to repair any damage to the Allowed Improvements caused by construction, maintenance, existence, or repair related to the public utilities easement. In the event the Owner fails to timely, no later than sixty (60) days from date of written notice except in the case of an emergency, undertake any necessary repairs under this section, the Town will have the right to:
  - i. Enter the Property and make any repairs necessary and to assess any reasonable costs against Owner and the Property, which shall be paid to the Town within thirty (30) days;
  - ii. Suspend or revoke this License Agreement and any permits or approvals related to the Allowed Improvements, such that the Owner shall be subject to any and all applicable citations under the Town Code of Ordinances relating to the encroachment;
  - iii. Subject the Owner to a fee of \$1,000 per day, for each day the violation of this agreement exists.

#### IV.

Should a Court of competent jurisdiction declare any word, phrase, clause, sentence, or paragraph of this License Agreement to be invalid for any reason, the remaining provisions shall remain in full force and effect.

#### V.

This License Agreement shall continue in effect until revoking of said license by the Town, beginning on the date of execution. The right to terminate the License Agreement shall be at the Town's sole discretion, and the Owner shall have no recourse against the Town upon the termination.

#### VI.

This License Agreement may only be assigned or sub-licensed upon the written consent of the Town.

#### VII.

**IN CONSIDERATION OF THE RIGHTS PROVIDED FOR HEREIN, THE OWNER HEREBY AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS THE TOWN, ITS ELECTED AND APPOINTED OFFICIALS, AGENTS, OFFICERS,**

**EMPLOYEES, ATTORNEYS, AGENTS AND ASSIGNS FROM AND AGAINST ANY AND ALL LIABILITY CLAIMS, INJURY TO PROPERTY, PERSONS OR DEATH, OCCURRING ON OR FROM THE EASEMENT DURING THE TERM OF THIS LICENSE AGREEMENT. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THE LICENSE AGREEMENT FOR ANY LIABILITY, CLAIMS, INJURY TO PROPERTY, PERSONS OR DEATH WHICH OCCURRED OR ACCRUED DURING THE TERMS OF THIS LICENSE AGREEMENT.**

**VIII.**

This License Agreement shall be filed for record in the deed records of Tarrant County, shall be deemed a covenant running with the land and shall be binding on the successors and assigns of the Owner and the Town. The Owner must provide notice of this License Agreement to all subsequent purchasers of the Property, and the Owner must provide written proof of such notice to the Town Manager.

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

**TOWN OF WESTLAKE:**

\_\_\_\_\_  
Wade Carroll  
Town Manager

ATTESTED:

APPROVED AS TO FORM:

\_\_\_\_\_  
Dianna Buchanan, Town Secretary

\_\_\_\_\_  
Town Attorney

**OWNER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mark Valente

**STATE OF TEXAS**

§

**COUNTY OF TARRANT**

§

§

BEFORE ME, the undersigned on this day personally appeared Mark Valente proved to me through the presentation of a valid Texas Driver's License to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

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

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

My Commission Expires:

\_\_\_\_\_