

ECONOMIC DEVELOPMENT AND LANDSCAPE MAINTENANCE AGREEMENT

This **ECONOMIC DEVELOPMENT AND LANDSCAPE MAINTENANCE AGREEMENT (“Agreement”)**, effective as of _____, 2024 (the “Effective Date”), is made by and between the **TOWN OF WESTLAKE**, a general law municipal corporation of the State of Texas (“Town”), acting by and through its duly authorized representative, and **VAQUERO _____ ASSOCIATION, AND QUAIL HOLLOW _____** (“Association”), acting by and through its duly authorized representatives.

Whereas, the Town desires to promote economic development for the benefit of its citizens, property owners, and visitors; and,

Whereas, the entryways and landscape corridors into the Town are an important component in promoting the Town’s economic development goals and objectives; and,

Whereas, the areas described in the Agreement serve an important public purpose in the Town’s economic development goals and objectives; and,

Whereas, this Agreement, and the public funds to be expended, serve a public purpose, and, is authorized by Chapter 380 of the Texas Local Government Code.

SECTION 1 DESCRIPTION OF PROPERTY

1.01 The Town and Association hereby agrees to provide, furnish and perform the Town Services, as hereinafter defined and set forth in Section 2 of this Agreement, on the Town-owned right-of-way located on Davis Boulevard as further identified in Exhibit A, attached hereto and incorporated herein for all purposes (the “Town Area”).

SECTION 2 DUTIES AND RESPONSIBILITIES

2.01 The Town will perform the following items and shall be referred to as “Town Services”:

- A. Town will perform all services, and costs necessary to operate the irrigation systems in the Town Area;
- B. Town will maintain the Town Area to a level as determined in the sole discretion determined by the Town.

SECTION 3 TERM OF AGREEMENT

3.01 This Agreement shall commence on the Effective Date and until terminated by the written notice of the Town.

SECTION 4 ALTERATIONS AND ADDITIONS

4.01 Association shall not make or cause to be made any alterations, additions, or improvements to Town Area, without the prior written consent of the Town.

SECTION 5 RIGHT OF ACCESS

5.01 The Town does not relinquish the right to control the management of the Town Area, or the right to enforce all necessary and proper rules for the management and operation of the same. The Town through its Town Manager, Police and Fire personnel, and other designated representatives, has the right at any time to enter any portion of the Town Area (without causing or constituting a termination of the use or an interference of the use of the Town Area by Association) for the purpose of inspecting and maintaining the same and doing any and all activities necessary for the proper conduct and operation of public property; provided, this shall not authorize or empower Town to direct the activities of Association or assume liability for Association's activities.

SECTION 6 TERMINATION AND DEFAULT

6.01 The Town may terminate this Agreement without cause by the giving of 180 (one hundred and eighty) days' notice in writing to the other party.

SECTION 7 NOTICES

7.01 Any notice required shall be sufficient if deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, and addressed to the other party as follows:

TOWN:

Town of Westlake
1500 Solana Blvd.
Bldg. 7, Suite 7200
Westlake, Texas 76262

ASSOCIATION:

Attn: _____

_____, Texas _____

ASSOCIATION:

7.02 Mailing of all notices pursuant to this Section shall be deemed sufficient if mailed postage prepaid, certified mail, return receipt requested, and addressed as specified above, unless either party has been notified in writing of any changes to such address(es) or addressee(s). All time periods related to any notice requirements specified in this Agreement shall commence on the date notice is mailed, unless otherwise set forth in this Agreement.

SECTION 8 VENUE AND JURISDICTION

8.01 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 9 NO WAIVER

9.01 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 10 INTERPRETATION

10.01 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 11 CAPTIONS

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

SECTION 12 ENTIRETY OF AGREEMENT

12.01 This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Town and Association as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent it is in conflict with any provision of this Agreement.

SECTION 13 ELECTRONIC SIGNATURES AND COUNTERPARTS

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

13.02 This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, “electronic signature” means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

SECTION 14 ENTIRE UNDERSTANDING

14.01 This Agreement, including all exhibits attached hereto, constitutes the final, entire, and complete agreement between Association and the Town and supersedes any prior and contemporaneous negotiations, understandings, representations, and agreements between the parties. Any prior or contemporaneous oral or written agreement that purports to vary from the terms hereof shall be void. This Agreement cannot be modified or amended without the written consent of all the parties hereto and attached and made a part of this Agreement.

14.02 Neither this Agreement nor any provision hereof may be modified except by an instrument in writing, signed by the parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

EXECUTED to be effective on the Effective Date set forth above.

TOWN OF WESTLAKE

**QUAIL
HOLLOW_____ASSOCIATION**
a Texas _____corporation

By:_____

VAQUERO _____ ASSOCIATION
a Texas _____ corporation

By:_____

President

EXHIBIT “A”
TOWN AREA

Town area described within this document is the median in the center of Davis Blvd between West Dove Road and Lakeshore Drive as depicted below outlined in yellow.



