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TOWN OF WESTLAKE

RESOLUTION 13-09

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT WITH CENTURION, INC. (CENTURION) RELATED TO CENTURION'S DEVELOPMENT 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, and Terra Bella, which are consistent with the Town's Comprehensive Plan, as well as enrollment growth at Westlake Academy and growth in the area in general, all of which contribute to demand for improvements to Westlake's infrastructure and public buildings, and

WHEREAS, the Town of Westlake (Town) and Centurion, Inc. (Centurion) desire to enter into a partnership to continue this planned growth through economic development projects implemented by means of Centurion facilitating the investment of an estimated \$100 in single family detached residential development known as Granada in the Town, with significant privately maintained and publicly accessible amenities, and the Town facilitating this development with certain public investment in FM 1938 streetscape improvements per its economic development policies, and

WHEREAS, the Town has an economic development policy adopted by Resolution 06-19 and that this proposed economic development agreement with the Centurion meets those policy guidelines, and meets the requirements of State law for municipalities to grant economic development grants to businesses developing in their boundaries; 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 Economic Development Grant Agreement with Centurion attached hereto as Exhibit "A"; and further authorizes the Town Manager to execute said agreement on behalf of the Town of Westlake.

FILED AS RECEIVED

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 25TH DAY OF FEBRUARY, 2013.

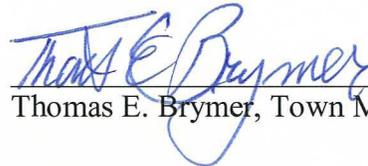


Laura Wheat, Mayor

ATTEST:

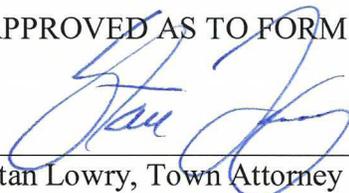


Kelly Edwards, Town Secretary



Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:



Stan Lowry, Town Attorney



ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This ECONOMIC DEVELOPMENT PROGRAM AGREEMENT (“Agreement”) is entered into by and between the TOWN OF WESTLAKE, TEXAS (the “Town”), a Type-A general law municipal corporation organized under the laws of the State of Texas, and MAGUIRE PARTNERS-SOLANA LAND, L.P., A Texas limited partnership, (the “Partnership”) The Partnership, for the purposes and considerations stated below.

Section 1. RECITALS

The Town and the Partnership hereby agree that the following statements are true and correct and constitute the basis upon which the Town and The Partnership have entered into this Agreement:

- A. The Town has concluded that this Agreement is authorized by Chapter 380 of the Texas Local Government Code, Article III, Section 52(a) of the Texas Constitution and is authorized by Resolution No. 06-19, adopted by the Town Council on May 8, 2006, attached hereto as Exhibit “A” and hereby made a part of this Agreement for all purposes, in which the Town has established an Economic Development Incentive Policy and program pursuant to which the Town will, on a case-by-case basis, offer economic incentive packages that include monetary loans and grants of public money, as well as the provision of personnel and services of the Town, to businesses and entities that the Town Council determines will promote local economic development and stimulate business and commercial activity in the Town in return for verifiable commitments from such businesses or entities to cause specific infrastructure, employment and other public benefits to be made or invested in the Town (the “380 Program”).
- B. The Partnership is the owner of an approximately 84.28 acre tract in Planned Development PD 1-3 (the “Development”), generally located on the east side of FM 1938, south of Solana Blvd. and north of Dove Rd. shown on Exhibit “B” attached hereto and referred to herein as “Granada”
- C. The Town Council finds and determines that the Development proposed by the Partnership will promote economic development and stimulate business and commercial activity consistent with the 380 Program and that the development will significantly expand the local tax base, enhance the

local economy and provide positive growth and additional revenue to Westlake Academy.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 2. DEFINITIONS

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

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

Concept Plan shall mean a Planned Development (PD) Concept Plan completed by the Partnership in compliance with Section 102-266 of the Town Code of Ordinances and adopted by the Town Council.

Developer shall mean the Partnership and/or its Affiliates.

Development shall have the meaning ascribed to it in Section 1. B.

Effective Date shall have meaning ascribed to it in Section 3 of this Agreement.

Granada means the single family detached residential development depicted in Exhibit B, and described in Section 1.B, consisting of 84 single family residential detached homes with a combined estimated minimum value of \$100,800,000 which are situated on lot sizes each with no less than 23,517 square feet and with average lot size of 30,425 square feet and having a density of approximately .91 du/ac.

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

Program Resources means the annual allowable economic development programs, resources, buildings, and efforts, approved and provided solely by the Town, to The Partnership in accordance with this Agreement as part of the Town’s 380 Program. These may include, but shall not be limited to provision of economic development incentive tools as allowed by law.

Section 3. AGREEMENT – INCORPORATION OF RECITALS

The Town Council has found at a duly-called and legally-noticed public meeting through the adoption of Town Resolution No. 13-09, attached hereto as Exhibit “C” and hereby made a part of this Agreement for all purposes, and the Town and the Partnership and its Affiliates hereby agree, that the recitals set forth above are incorporated herein and true and correct and form the basis upon which the Parties have entered into this Agreement.

Section 4. TERM

This Agreement shall be effective as of the date of execution by the Parties (the “Effective Date”) and, unless terminated earlier in accordance with this Agreement, shall be effective as long as there are outstanding obligations by either party (Town and/or The Partnership) as contained in this Agreement.

Section 5. TOWN AND THE PARTNERSHIP’S OBLIGATIONS AND COMMITMENTS

- 5.1. Required Improvements - Description of the Mutual Obligations of the Parties.

In order to increase and enhance the local tax base and local economy in the Town, and to maximize the economic benefits of the Development, the Partnership intends to construct approximately \$100,800,000 in taxable value resulting in an estimated taxable value of \$100,800,000 in PD 1-3. In exchange, the Town will consider the use of Program Resources specifically approved by the Town to reimburse the Partnership for actual expenses not to exceed \$1,400,000 for streetscape improvements abutting Dove Rd and the east side of FM 1938/Davis Blvd. which improvements shall be in compliance with the FM 1938/Davis Blvd. Streetscape Plan prepared by Schrickel Rollins and adopted by the Town Council attached hereto as Exhibit D.

- 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 residential lot depicted on the approved Concept Plan for Granada which shall be used for the benefit of the Westlake Academy. The amount of payment will be calculated by multiplying the number of lots depicted on each approved final plat by \$10,000 and shall be 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.

- (b) The Partnership shall pay, based upon a mutually agreed upon traffic study conducted at the Partnership's cost, a pro-rata portion of the cost of design and construction of a traffic signal at FM 1938/Davis Blvd and Solana Blvd. which cost shall be described in a future Developer Agreement with said Developer Agreement agreed to per terms acceptable to the Town by the Partnership prior to filing of the preliminary plat for Granada for consideration by the Town.
- (c) The Partnership shall pay, based upon a mutually agreed upon traffic study conducted at the Partnership's cost, a pro-rata portion of the cost of design and construction of a share of the cost for the improvement of Solana Blvd, which shall be described in a future Developer Agreement with said Developer Agreement agreed to by the Partnership per terms acceptable to the Town prior to filing of the preliminary plat for Granada for consideration by the Town. The Partnership or its agents or assigns approved by the Town shall perpetually maintain all irrigation, landscaping, sidewalks, trails, water features, and all other improvements that occur on all four perimeters of the Development as defined from (i) the east curb of FM 1938/Davis Blvd to the masonry wall separating private property abutting FM 1938/Davis Blvd., (ii) the north curb of Dove Rd. to the wall and/or fencing separating private property abutting Dove Rd., (iii) the east Development boundary to the wall and/or fence separating private property abutting the eastern Development property boundary and (iv) the southern curb of Solana Blvd to the wall and/or fence separating private property abutting Solana Blvd. All trails, as shown on the concept plan, whether built on public right-of-way or developer's property, will be publicly accessible and privately maintained and shall be platted as public access easements.
- (d) The Partnership 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 and such payments are due and payable by the Partnership upon receipt.

5.3. Required Improvements - Town of Westlake Specific Obligations

- (a) Contingent upon the Partnership fully funding its commitments for any improvements stipulated in the Town approved Development Agreement described in Section 5.2.(a), (b), and (c) of this Agreement, the Town shall reimburse actual design and construction expenses as approved by the Town Manager or his designee, not to exceed

\$1,400,000 for streetscape improvements abutting the north side of Dove Rd. and the east side of FM 1938/Davis Blvd. which improvements shall be in compliance with the FM 1938/Davis Blvd. Streetscape Plan prepared by Schrickel Rollins (SRA) and adopted by the Town Council attached hereto as Exhibit D. Construction plans for streetscape improvements shall be approved by the Town Manager or his designee prior to the Partnership beginning construction. The streetscape improvement reimbursement by the Town shall be actual cost, not to exceed \$1,400,000, and shall occur following the final completion of all streetscape improvements and acceptance by the Town Engineer with the Town being provided documentation it deems adequate by the Partnership supporting this cost reimbursement. Construction of streetscape improvements shall begin within 60 calendar days of final approval of the streetscape improvement plan and shall be submitted with the Concept Plan as described in Section 102-266 of the Town's Code of Ordinances. Completion of construction of streetscape improvements shall be completed within one (1) year following approval of streetscape construction plans by the Town.

- (b) Because of the significant privately owned and maintained open space provided by the Partnership for this Development as shown on the Granada Concept Plan (attached as Exhibit B to this Agreement), the Town agrees to waive its park land dedication fees due and payable for Granada.

Section 6. DEFAULT, TERMINATION AND FAILURE BY THE PARTNERSHIP TO MEET VARIOUS DEADLINES AND COMMITMENTS.

6.1. 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 Partnership 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 Partnership in writing and the Partnership 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 Partnership and shall have all other rights and remedies that may be available to it under the law or in equity.

6.2. 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 Partnership 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 Partnership 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 Partnership 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 Partnership in writing and the Partnership shall have (i) thirty (30) calendar days to cure such default or (ii) if the Partnership 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 Partnership and shall have all other rights and remedies that may be available to under the law or in equity.

6.3. General Breach

Unless stated elsewhere in this Agreement, the Partnership shall be in default under this Agreement if the Partnership 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 Partnership 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 Partnership.

Section 7. NO INDEPENDENT CONTRACTOR OR AGENCY RELATIONSHIP

It is expressly understood and agreed that the Partnership shall not operate as an independent contractor or as an agent, representative or employee of the Town. The Partnership 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 Partnership acknowledges that the doctrine of *respondeat superior* will not apply as between the Town and the Partnership, its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. The Partnership further agrees that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the Town and the Partnership.

Section 8. INDEMNIFICATION

THE PARTNERSHIP, 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 PARTNERSHIP' 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 PARTNERSHIP' BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT; OR (ii) ANY ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF THE PARTNERSHIP, 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. 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:

Town:

Town of Westlake
Attn: Town Manager
3 Village Circle, #202
Westlake, Texas 76262

The Partnership American:

With Copies to (which shall not constitute notice):

Boyle & Lowry, L.L.P.
Attn: L. Stanton Lowry
4201 Wingren Dr., Suite 108
Irving, Texas 75062

Section 10. ASSIGNMENT AND SUCCESSORS

The Partnership 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 Partnership, 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 Partnership under this Agreement. Otherwise, The Partnership 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 Partnership 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 Partnership. Any lawful assignee or successor in interest of The Partnership of all rights under this Agreement shall be deemed "The Partnership" for all purposes under this Agreement.

Section 11. 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 12. 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 13. 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 14. 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 15. NO THIRD PARTY RIGHTS

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

Section 16. 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 17. 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 18. 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 19. CAPTIONS

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

Section 20. ENTIRETY OF AGREEMENT

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Town and The Partnership, and any lawful assign and successor of The Partnership, 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 21. 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:

MAGUIRE PARTNERS-SOLANA LAND, L.P.

By: MMM Ventures, LLC, its general partner

By: 2M Ventures, LLC, its manager

By: Thomas E. Brymer
Thomas E. Brymer
Town Manager

By: Medrdad Moayed
Medrdad Moayed
Manager

Date: Feb. 26, 2013

Date: Feb/25/2013

APPROVED AS TO FORM AND LEGALITY:

By: L. Stanton Lowry
L. Stanton Lowry
Town Attorney

EXHIBITS

“A” – **Town of Westlake Resolution No. 06-19**

“B” – **Granada subdivision boundary description and concept plan map**

“C” - **Town of Westlake Resolution No. 13-09**

“D” **Town adopted FM 1938/Davis Blvd. Streetscape Plan**

Exhibit “A” – Town of Westlake Resolution No. 06-19

TOWN OF WESTLAKE

RESOLUTION NO. 06-19

A RESOLUTION OF THE BOARD OF ALDERMEN 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 Board of Aldermen before entering into any Economic Development Agreement that provides reimbursement of taxes; and

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

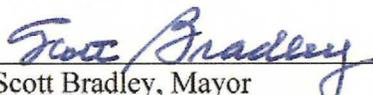
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE TOWN OF WESTLAKE, TEXAS:

SECTION 1: The above findings are hereby found to be true and correct and are incorporated herein in its entirety.

SECTION 2: The Board of Aldermen of the Town of Westlake, Texas, adopts the attached Exhibit A, Town of Westlake Economic Development Incentive Policy and directs the Town Manager to immediately submit an Economic Development Agreement to the Board of Aldermen consistent with the terms of this policy.

PASSED AND APPROVED ON THIS 8th DAY OF MAY, 2006.

ATTEST:



Scott Bradley, Mayor



Jean Dwinnell, Town Secretary



Trent O. Petty, 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 Board of Aldermen ("Board of Aldermen") 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 Board of Aldermen 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 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 Board of Aldermen 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 Board of Aldermen 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 Board of Aldermen. In the review process, the Board of Aldermen will, if applicable, consider the recommendations of the Westlake Development Corporation and/or the Westlake 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 4A and/or 4B 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.

“B” – Granada Subdivision Map and Concept Plan-

LAND USE SUMMARY:

NET AREA	± 84.28 ACRES
EXISTING ROW DEDICATION	± 7.96 ACRES
TOTAL GROSS AREA	± 92.24 ACRES
REQUIRED OPEN SPACE (20%)	± 16.84 Acres (20%)
PROVIDED OPEN SPACE	± 25.76 Acres (28%)

RESIDENTIAL LOT SUMMARY

Lot Area Min	Average Lot Size	Setbacks	Pad Size	Quantity	Density
23,517 SF	30,425 SF	FY - 40' SF - 20' RY - 40'	80' x 90'	84	.91 du/ac



Granada
Concept R - 84 Lots
± 84.28 Acres

Town of Westlake
Tarrant County, Texas



0 120 240 360 Feet N

624106 No. 11111 - Date February 8, 2018 - by 741
212011111120100001Concept11111201800001.dwg
This concept plan is intended for conceptual
developmental use and shall not be interpreted
as an official or submitted document. All aerial
and map images were obtained from best
available information. The plan is subject to
change.

LEGAL DESCRIPTION

TRACT 2A 84.28 Acres

BEING a tract of land situated in the C.M. Throop Survey, Abstract No. 1510, the W. Medlin Survey, Abstract No. 1958, 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 1, Block 3, Westlake/Southlake Park Addition No. 1, an addition of the Town of Westlake, Texas as recorded in Volume 388-214, Page 78 of the Plat Records of Tarrant County, Texas;

THENCE North 89 degrees 57 minutes 44 seconds West a distance of 200.93 feet to a point for corner from which a 1 inch iron rod found bears North 59 degrees 11 minutes 44 seconds West a distance of 0.35 feet;

THENCE North 00 degrees 20 minutes 49 seconds West a distance of 45.01 feet to a 5/8 inch iron rod found with cap stamped "Huitt-Zollars";

THENCE North 89 degrees 39 minutes 10 seconds West a distance of 462.17 feet to a 1/2 inch iron rod found with Graham cap on the northerly right-of-way line of Dove Road as described in Dedication Deed to the Town of Westlake as recorded under Instrument No. D208427746, Deed Records of Tarrant County, Texas;

THENCE along the northerly right-of-way line of Dove Road the following:

North 00 degrees 19 minutes 57 seconds West a distance of 22.57 feet to a 1/2 inch iron rod found with Graham cap;

North 89 degrees 24 minutes 50 seconds West a distance of 790.52 feet to a 1/2 inch iron rod found with Graham cap at the beginning of a non-tangent curve to the right having a central angle of 09 degrees 15 minutes 02 seconds, a radius of 1,047.14 feet and being subtended by a chord which bears North 84 degrees 42 minutes 50 seconds West a distance of 168.88 feet;

Along said curve to the right an arc distance of 169.06 feet to a 5/8 inch iron rod set with Huitt-Zollars cap at the end of said curve;

North 80 degrees 10 minutes 28 seconds West a distance of 36.09 feet to a 1/2 inch iron rod found with Graham cap at the beginning of a non-tangent curve to the right having a central angle of 08 degrees 51 minutes 19 seconds, a radius of 154.38 feet and being subtended by a chord which bears North 39 degrees 37 minutes 29 seconds West a distance of 23.84 feet;

Along said curve to the right an arc distance of 23.86 feet to a 5/8 inch iron rod set with Huitt-Zollars cap at the end of said curve, said point being on the easterly right-of-way line of Precinct Line Road as described in said Dedication Deed to the Town of Westlake and being the beginning of a non-tangent curve to the left having a central angle of 08 degrees 26 minutes 37 seconds, a radius of 1,782.50 feet and being subtended by a chord which bears North 04 degrees 17 minutes 41 seconds East a distance of 262.45 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 262.68 feet to a ½ inch iron rod found with Graham cap at the end of said curve;

North 00 degrees 07 minutes 18 seconds East a distance of 1,301.73 feet to ½ inch iron rod found with Graham cap at the beginning of non-tangent curve to the right having a central angle of 35 degrees 56 minutes 14 seconds, a radius of 1,267.50 feet and being subtended by a chord which bears North 18 degrees 08 minutes 14 seconds East a distance of 782.04 feet;

Along said curve to the right an arc distance of 795.01 feet to a ½ inch iron rod found with Graham cap at the end of said curve;

North 36 degrees 04 minutes 07 seconds East a distance of 138.75 feet to ½ inch iron rod found with Graham cap at the beginning of a non-tangent curve to the right having a central angle of 06 degrees 53 minutes 02 seconds, a radius of 49.50 feet and being subtended by a chord which bears North 39 degrees 28 minutes 33 seconds East a distance of 50.37 feet;

Along said curve to the right an arc distance of 50.40 feet to a ½ inch iron rod found with Graham cap at the end of said curve;

North 43 degrees 01 minutes 31 seconds a distance of 59.51 feet to a ½ inch iron rod found with Graham cap at the beginning of a non-tangent curve to the left having a central angle of 06 degrees 52 minutes 41 seconds, a radius of 255.50 feet and being subtended by a chord which bears North 39 degrees 28 minutes 33 seconds East a distance of 30.65 feet;

Along said curve to the left an arc distance of 30.67 feet to a 5/8 inch iron rod set with Huitt-Zollars cap at the end of curve;

North 36 degrees 03 minutes 35 East a distance of 329.53 feet to a ½ inch rod found with Graham cap;

North 81 degrees 03 minutes 49 seconds East a distance of 21.21 feet to a ½ inch iron rod found with Graham cap, said point being on the southerly right-of-way line of Kirkwood Boulevard as described in said Dedication Deed to the Town of Westlake;

THENCE along the southerly right-of-way line of Kirkwood Boulevard, the following;

South 54 degrees 05 minutes 31 seconds East a distance of 123.12 feet to a ½ inch iron rod found with Graham cap at the beginning of a non-tangent curve to the right having a central angle of 46 degrees 48

minutes 17 seconds, a radius of 735.60 feet and being subtended by a chord which bears South 30 degrees 31 minutes 48 seconds East a distance of 584.34 feet;

Along said curve to the right an arc distance of 600.91 feet to a ½ inch iron rod found with Graham cap at the end of said curve;

South 07 degrees 14 minutes 24 seconds East a distance of 2.72 feet to a ½ inch iron rod found with Graham cap at the beginning of a non-tangent curve to the left having a central angle of 44 degrees 45 minutes 39 seconds, a radius of 932.50 feet and being subtended by a chord which bears South 29 degrees 29 minutes 44 seconds East a distance of 710.11 feet;

Along said curve to the left an arc distance of 728.49 feet to a ½ inch iron rod found with Graham cap at the end of said curve;

South 51 degrees 46 minutes 54 seconds East a distance of 230.66 feet to a ½ inch iron rod found at the beginning of a non-tangent curve to the right having a central angle of 19 degrees 15 minutes 50 seconds, a radius of 400.00 feet and being subtended by a chord which bears South 42 degrees 14 minutes 31 seconds East a distance of 133.86 feet;

Along said curve to the right an arc distance of 134.49 feet to a ½ inch iron rod found with Huitt-Zollars cap at the end of said curve;

THENCE departing the southerly right-of-way line of Kirkwood Boulevard, South 00 degrees 00 minutes 00 seconds East a distance of 1475.04 feet to the POINT OF BEGINNING and containing 84.28 acres of land, more or less.

Exhibit "C"
Town of Westlake Resolution No. 13-09

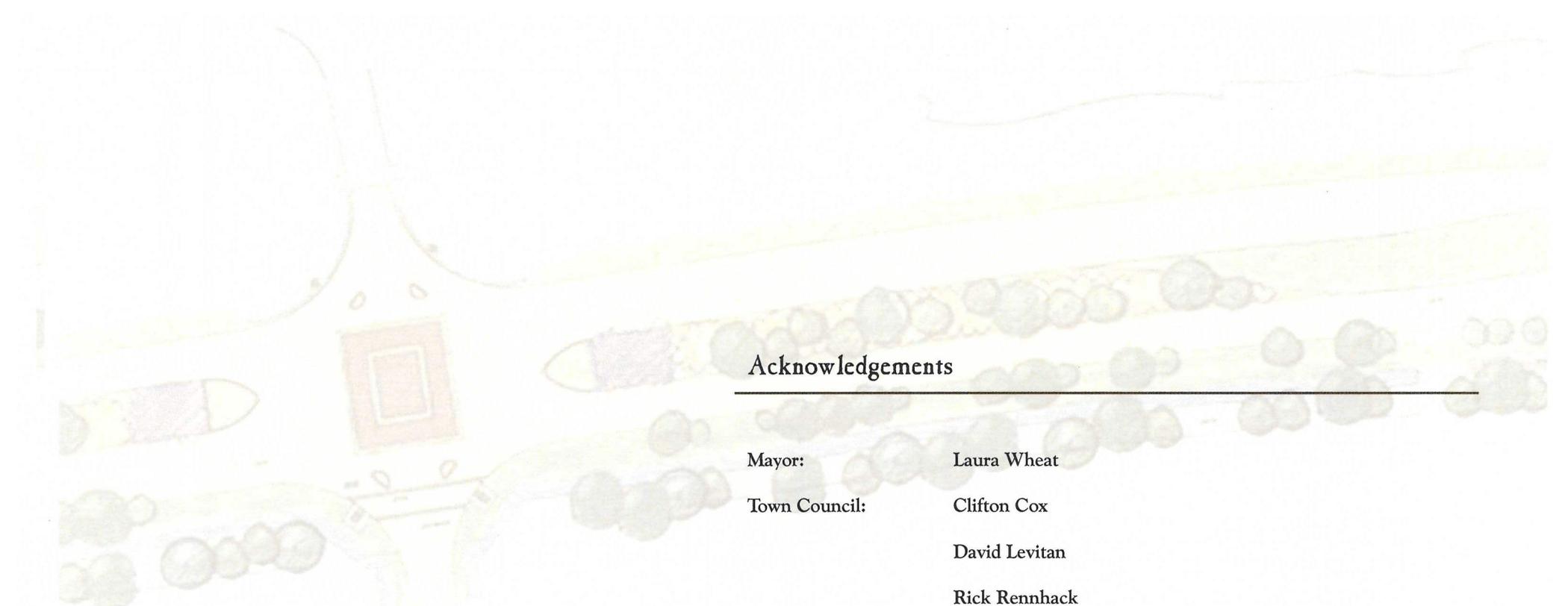
Exhibit "D"
Town of Westlake FM 1938/Davis Blvd Streetscape Plan

FILED AS RECEIVED

F.M. 1938 Corridor Master Plan
Town of Westlake



9.23.2011



Acknowledgements

Mayor: Laura Wheat

Town Council: Clifton Cox
David Levitan
Rick Rennhack
Tim Brittan
Carol Langdon

Staff: Thomas E. Brymer, Town Manager
Jarrod Greenwood, Public Works Superintendent

Consultant Team: Schrickel, Rollins and Associates, Inc.
TOWNSCAPE, Inc.



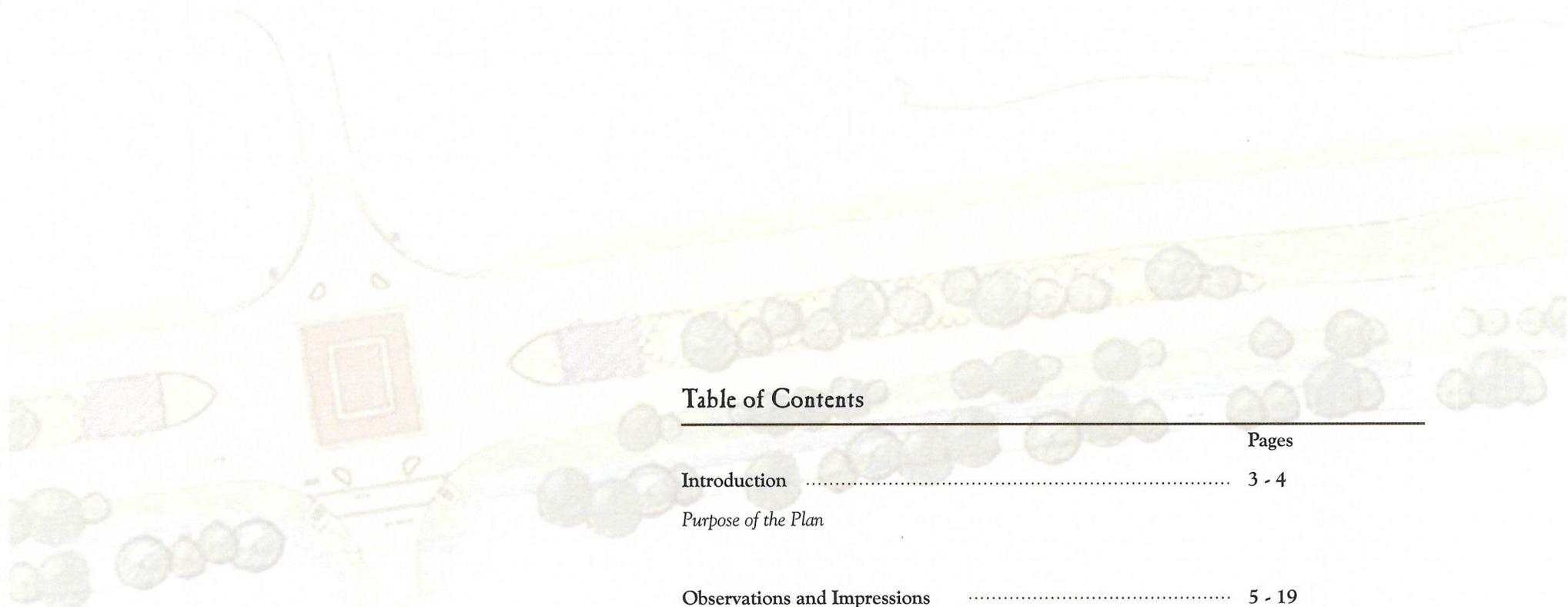


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Introduction



The Town of Westlake is known for its scenic beauty of rolling hills dotted with majestic Post Oaks and quiet ponds. The Town's rural character and stewardship of its valuable natural features is recognized and honored as a model development in the State of Texas. Dedication to protecting the cities rural character, while adapting to change and growth; led to the creation of the F.M. 1938 Master Plan.

F.M. 1938, formerly Precinct Line Road, will be a regional four-lane arterial constructed by the Texas Department of Transportation (TxDOT). This road will serve as a major commuter route linking S.H.

114 through Westlake, Southlake, and Keller. The existing Precinct Line Road terminates in a cul-de-sac and has limited driveway access to the adjoining Fidelity and Solana corporate campuses and the Vaquero residential development. Traffic in the area is channeled around these large tract developments resulting in increased congestion and safety concerns on the surrounding local streets. This widening of F.M. 1938 will relieve congestion on local roadways such as Dove Road and Ottinger Road. In addition to the improved vehicular circulation, a pedestrian trail system will be added to the F.M. 1938 corridor and serve as a catalyst to the town's trail system and a

potential future pedestrian linkage to the communities of Southlake and Keller.

The F.M. 1938 Streetscape Master Plan has been developed as the town's plan to anticipate how this growth in the communities' infrastructure should coincide with the town's standards of aesthetics and development. This Master Plan will serve as a guide for the development of F.M. 1938 between State Highway 114 (S.H. 114) and the Westlake town limit, just south of Randol Mill Road.



The Town of Westlake hired the design team of Schrickel, Rollins and Associates, Inc. (SRA) and Townscape, Inc., to assist them in developing the streetscape master plan for the F.M. 1938 corridor. The responsibilities of the design team were to collect data, study the proposed TxDOT plans for the roadway, inventory and analyze existing conditions, collect input from stakeholders, and develop final recommendations for the corridor’s streetscape.

Purpose of the Plan

The primary purpose of the Master Plan is to reinforce the “rural character” by creating a strong visual identity for the area through the implementation of intensive landscaping, signature gateways and pedestrian friendly amenities within the setting of F.M. 1938 expansion and its (4) lane divided street section. Furthermore, the document will identify the design process, observations and impressions of the town’s character, and identify elements that influence the design philosophy and contribute to the corridor’s identity and sense of place. These recommendations will be the guiding principles for all development along the F.M. 1938 corridor and will be the initial phase of a Town Corridor Plan.

Specific goals for this document include:

- Create a pedestrian realm that is safe and inviting along F.M. 1938 with the creation of a conceptual plan that addresses- public art, pedestrian amenities, hardscape, accessibility, landscape, gateway monuments, and wayfinding.
- Creating a unique identity for the corridor by drawing inspiration from the community’s natural features, colors, textures, architecture, and plant materials.
- Blending TxDOT standards with the aesthetics needs of the Town of Westlake.

Observations and Impressions

In order to understand the Town of Westlake's character the design team became immersed in the community's landscapes, documenting its scenic features which would be the inspirational elements that would tie together a unique identity. Following is a photomontage of the architectural features, landscape, materials, textures, and colors that make up the Town of Westlake. These impressions would then inspire a Palette of forms and materials that would later develop into the corridors "design vocabulary".

Design Palette

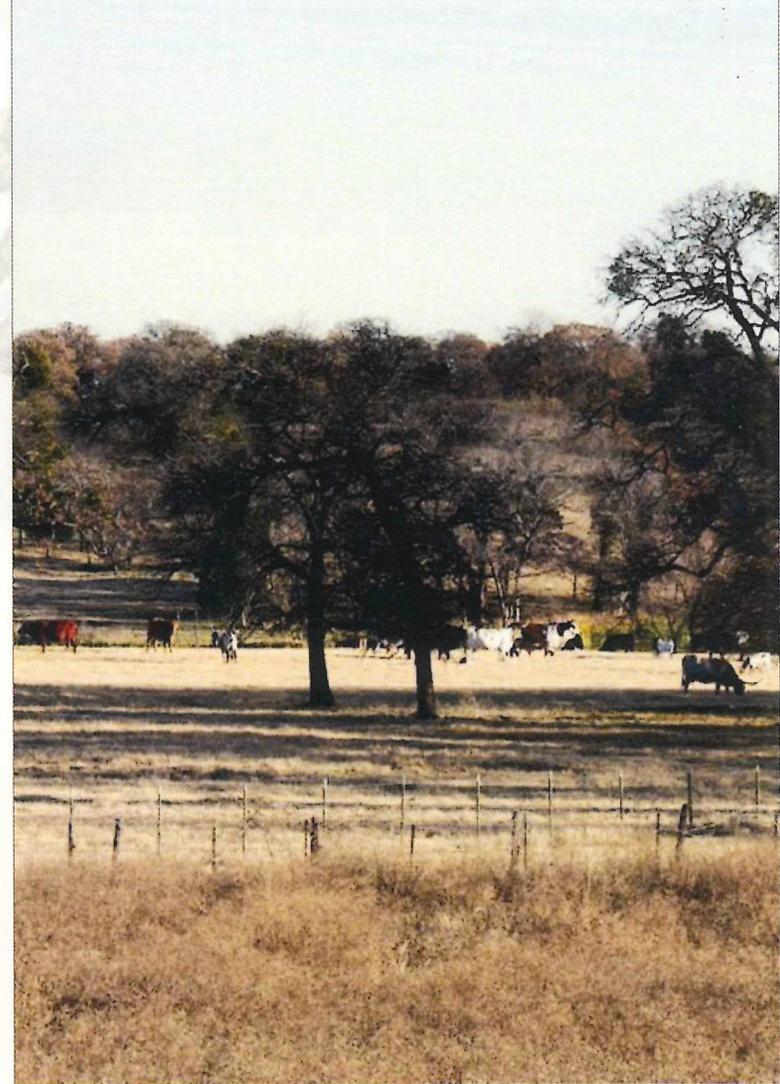
- Native sandstone
- Native fossilized limestone
- Large river cobbles
- Hand wrought iron
- Color accents
- Texas native trees, shrubs and grasses in bold rhythmic patterns
- Pure geometries- timeless classic forms
- Westlake "brand" repeated in architectural and hardscape elements



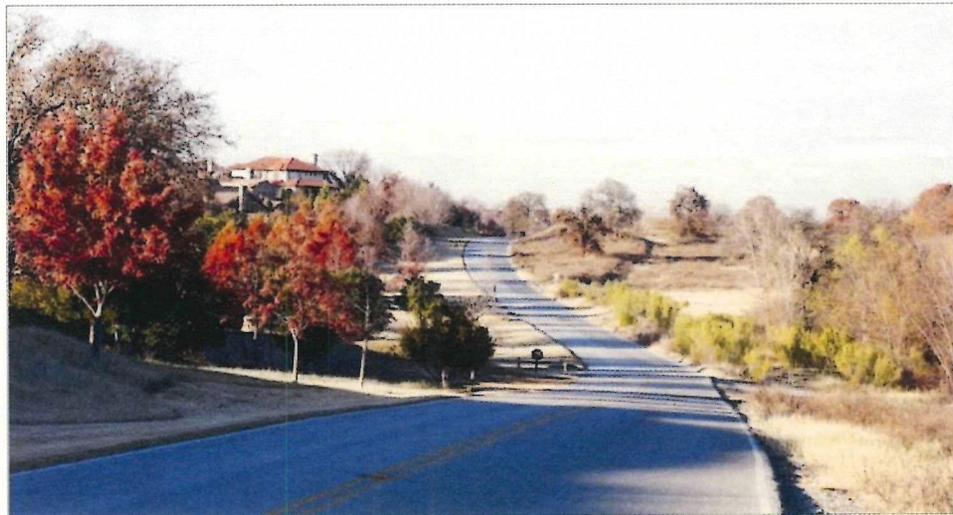
Wooded Parkway: SH114 to Dove Road

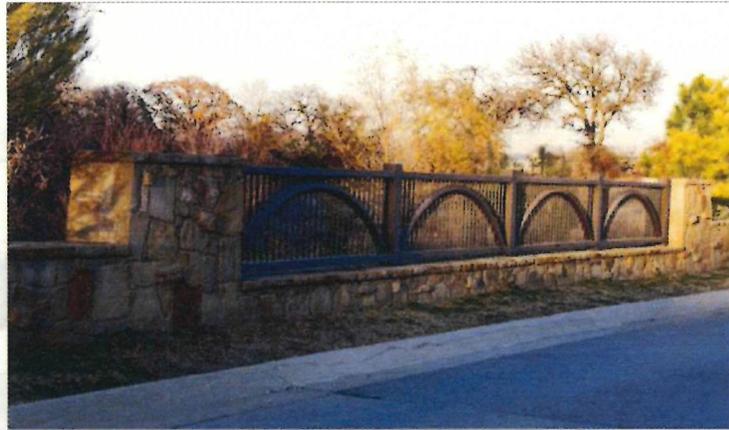


Ranch Savannah: Dove Road to Randol Mill

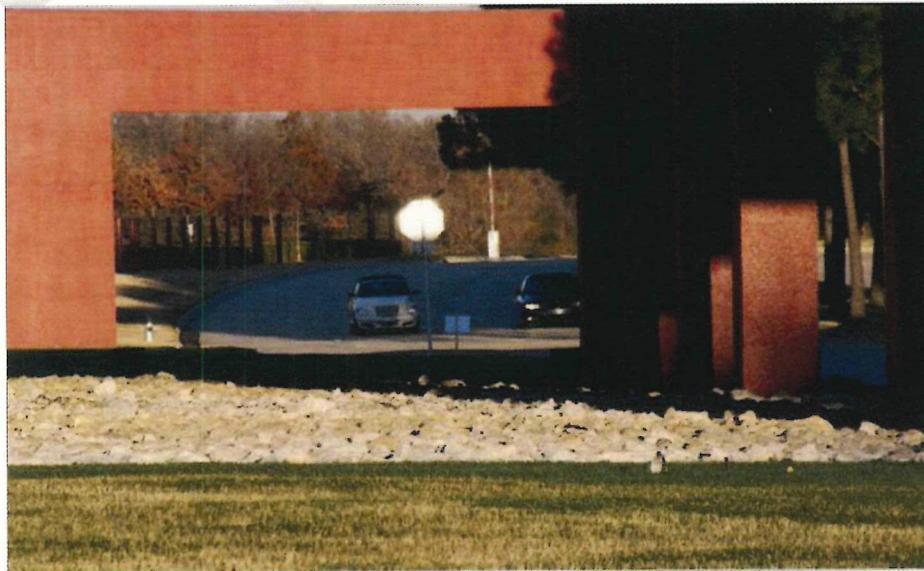
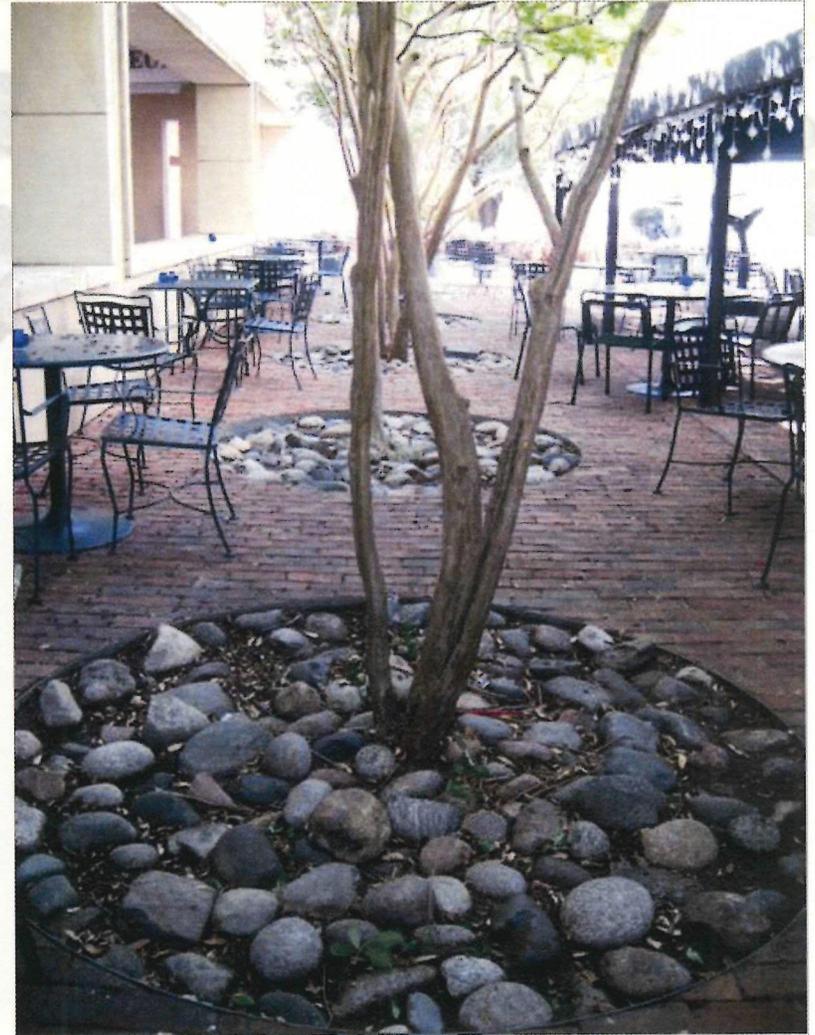


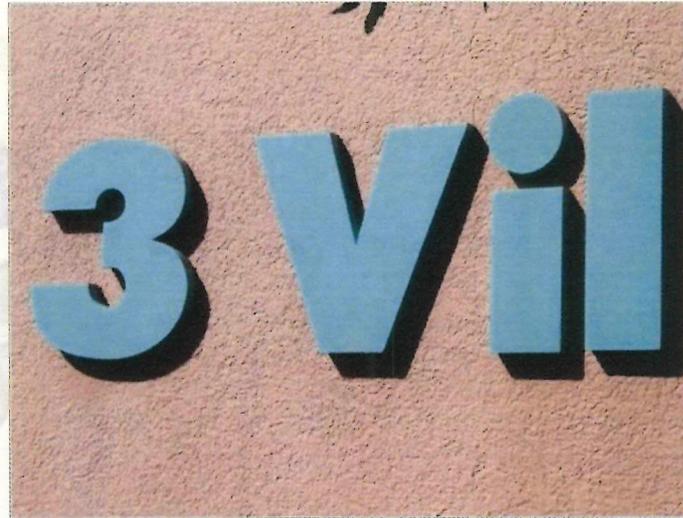
Ranch Savannah: Dove Road to Randol Mill

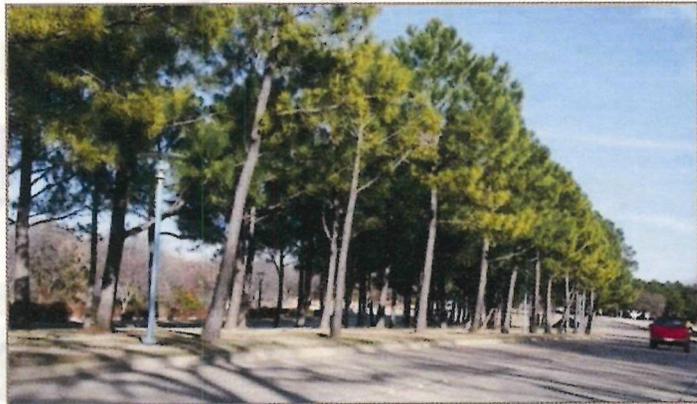




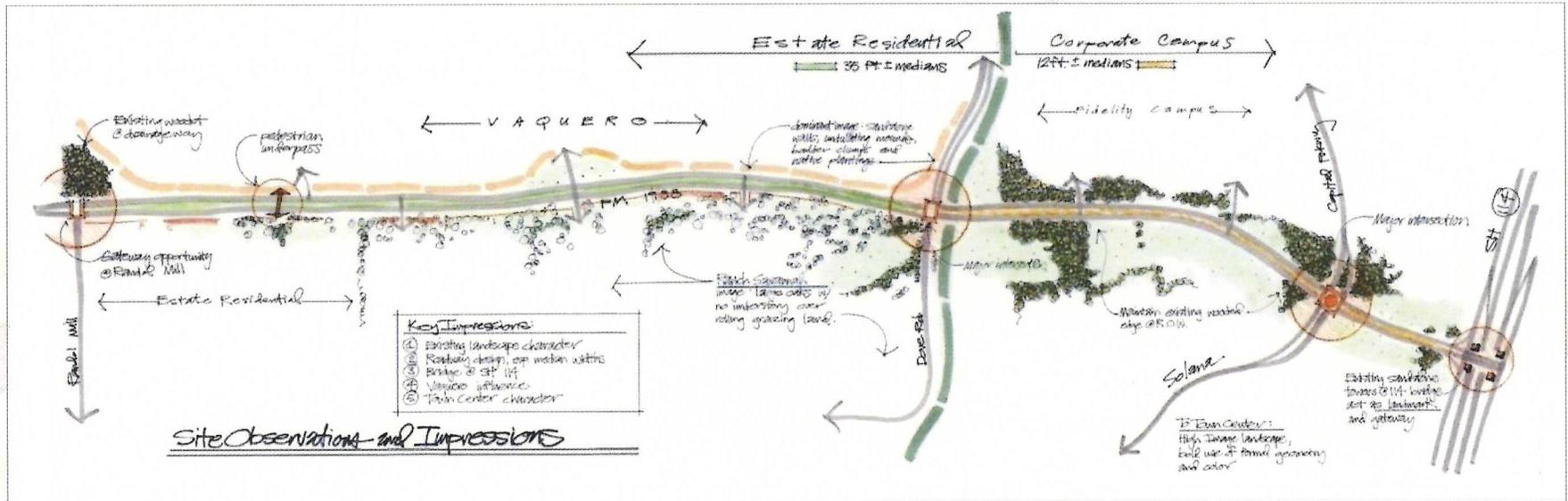












Preliminary Concept

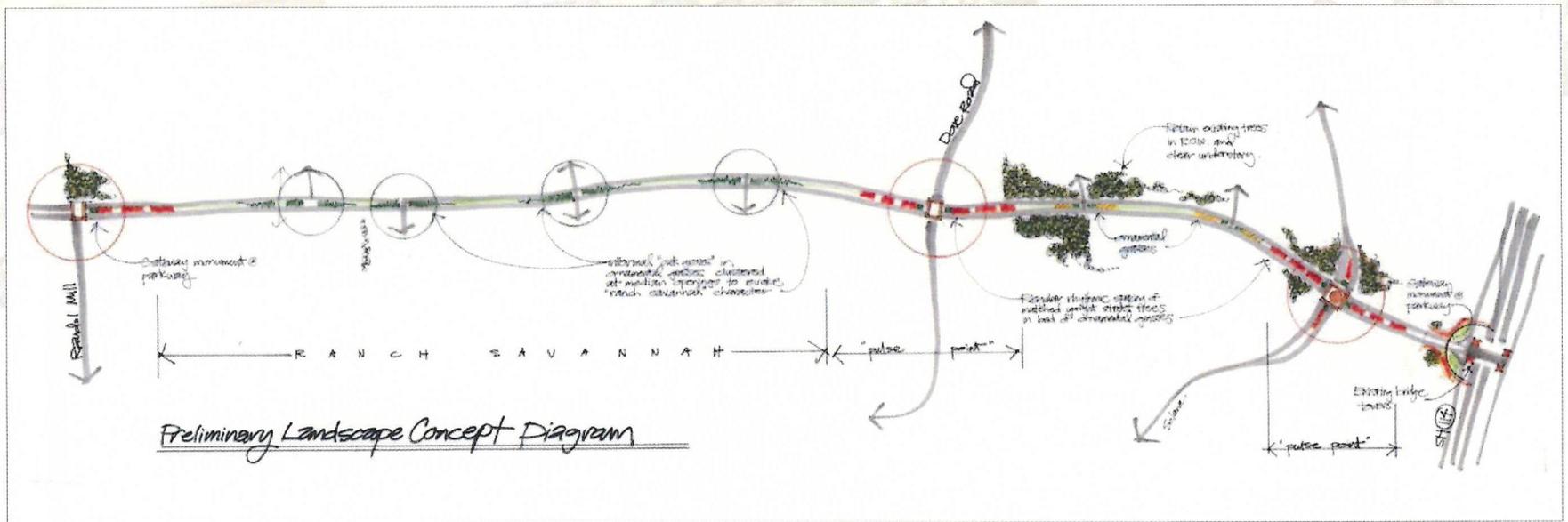
The preliminary concept was used to determine how to introduce color, texture, and enhancements into the TxDOT four-lane divided boulevard design. These simple graphics were used to develop points of interest or “pulse points” by gradually building up the level of visual interest as a pedestrian or vehicle neared an intersection. This rhythm of elements can be experienced in the use of enhanced paving in the sidewalks and crosswalks, the use of plant materials, and other site elements that give indicators of the approaching intersection. This repetition throughout the corridor helps to communicate to its user a sense of design and cohesiveness to the roadway that is subtle yet perceivable.

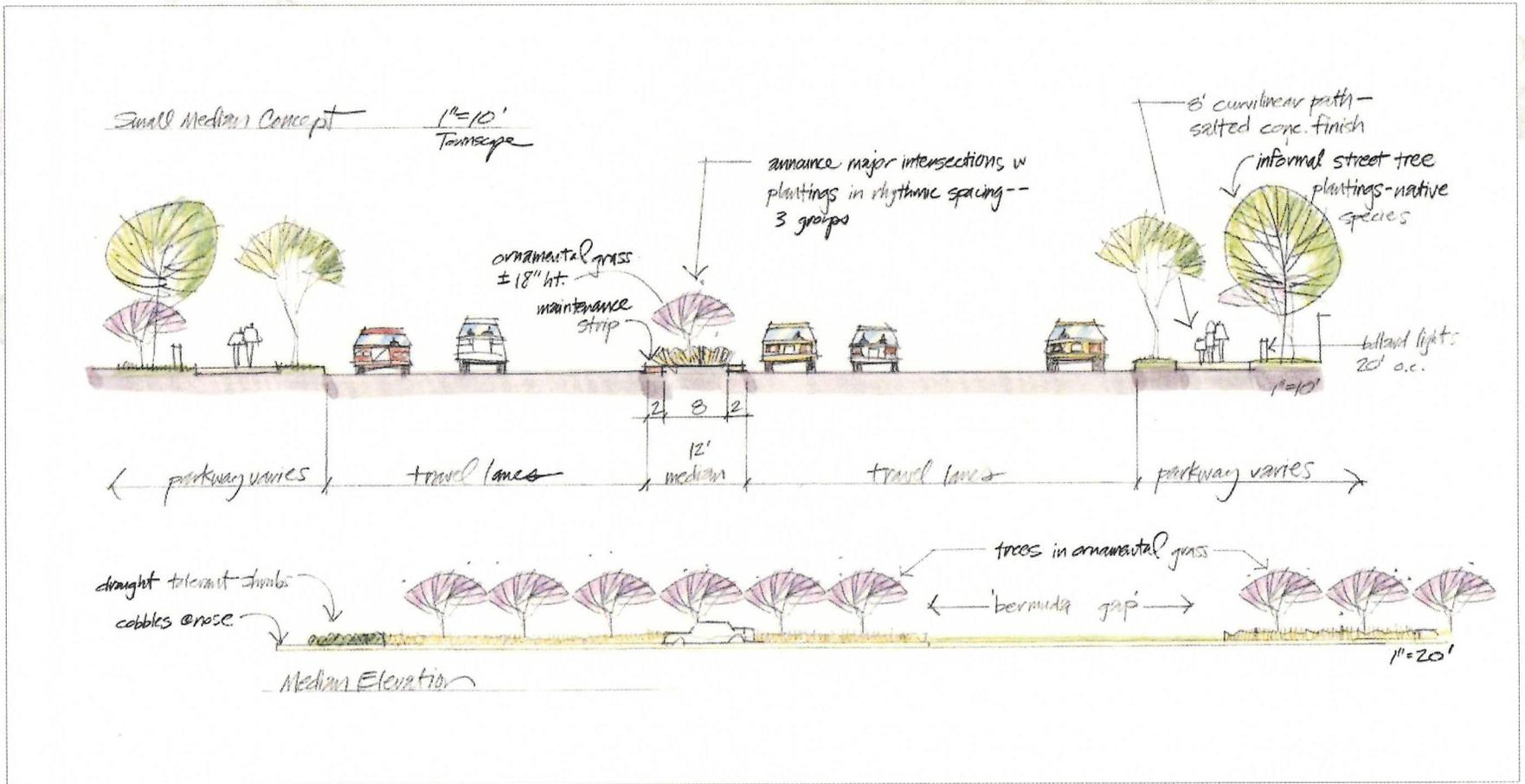
TxDOT Standards within the Corridor

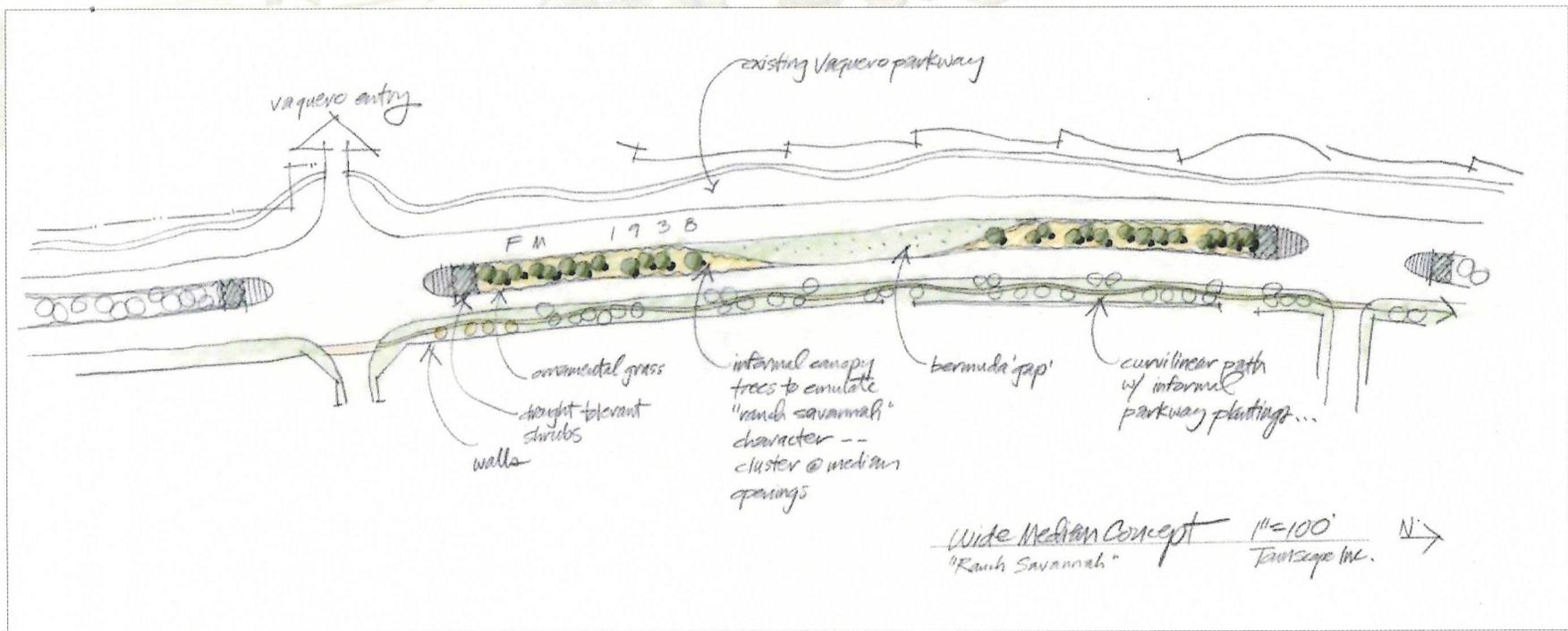
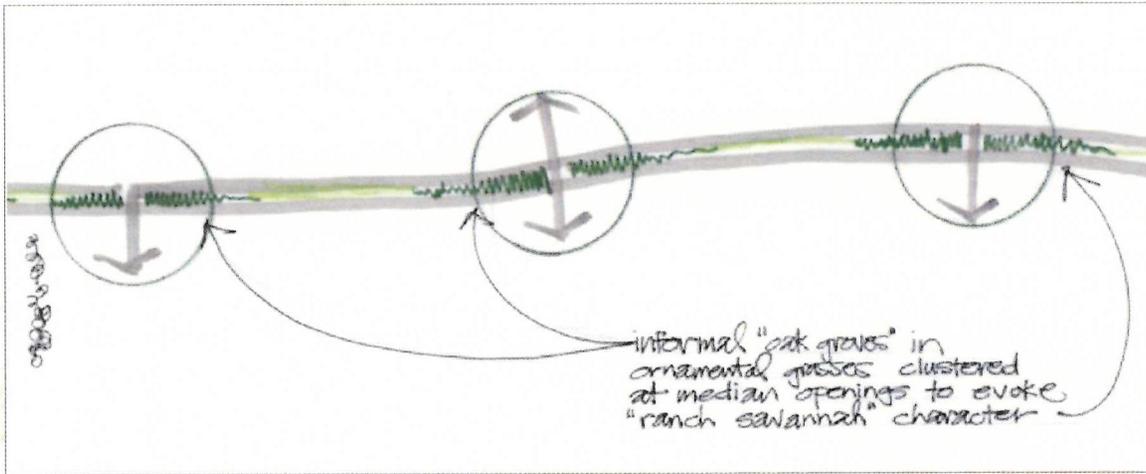
Any enhancements to a state roadway must comply with the requirements set forth by the Texas Department of Transportation. TxDOT has a series of standards that apply to all project enhancements that encompass- planting, lighting, paving, signage, signalization, and vertical elements along the roadway. These items are identified in the Landscape Aesthetics Design Manual that was adopted by TxDOT in 2009. Following is a condensed list of items that will affect the design and construction of this corridor:

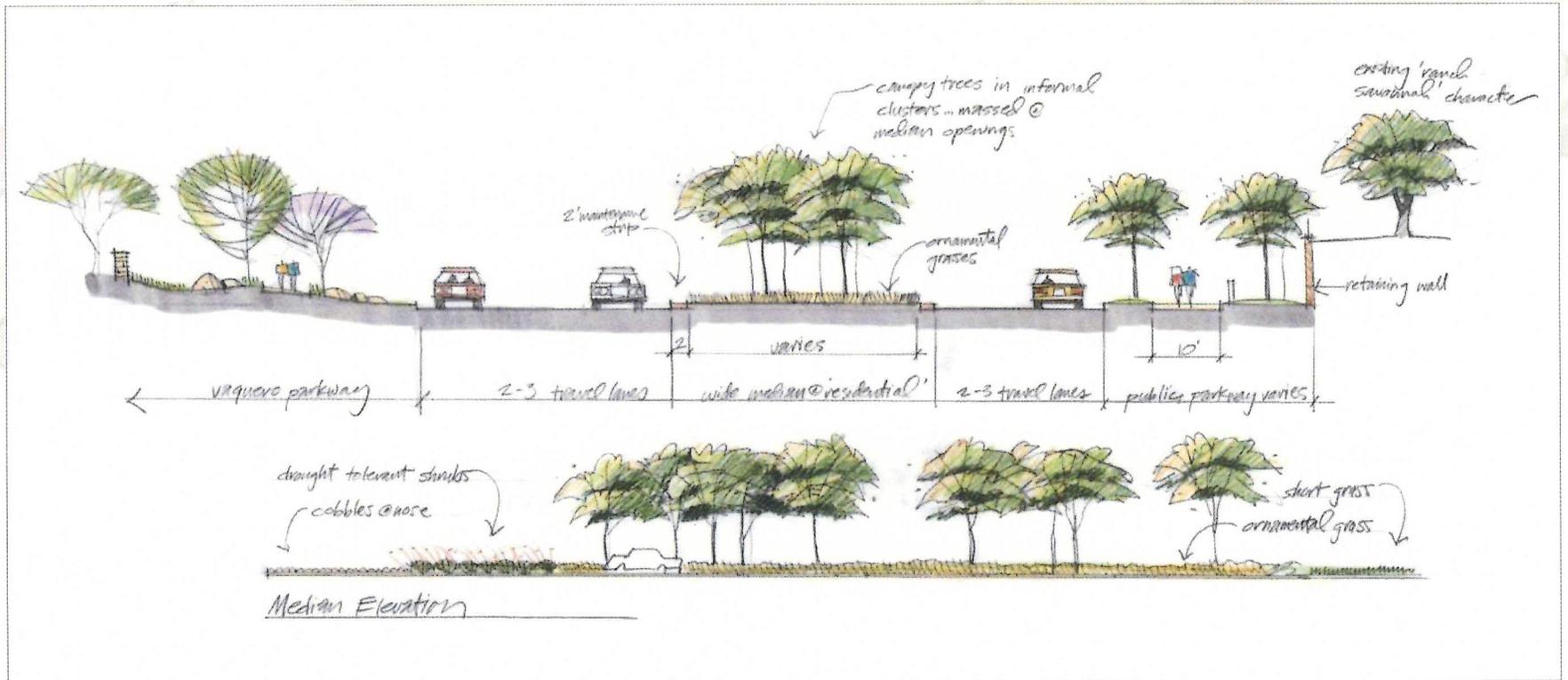
- No tree canopy should extend past the curb.
- There should be a minimum two-foot mowstrip adjacent to median curbs.

- Plants must be drought tolerant (xeric) and only drip irrigation is allowed.
- Vegetation must be kept at a vertical height appropriate for visibility triangles and views across the median.





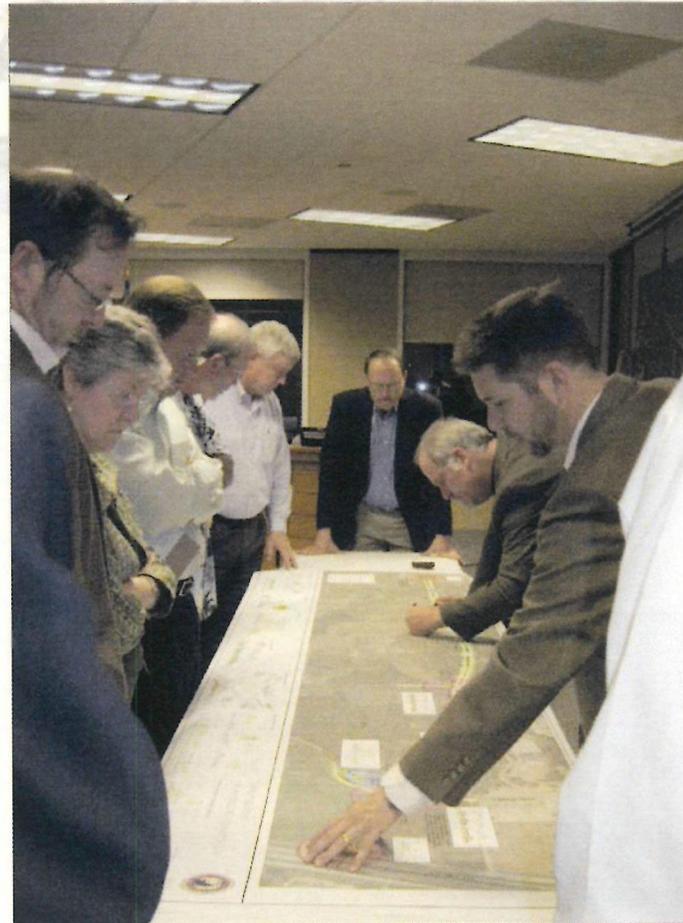




Public Input

On March 5, 2009, SRA and Townscape planners held a meeting with corridor stakeholders during the course of the Town Council Workshop session. Stakeholders in attendance at the meeting included the Town Council, various Town governmental officials, corporate campus development representatives, residential landowners, and residential Home Owner Association (HOA) representatives.

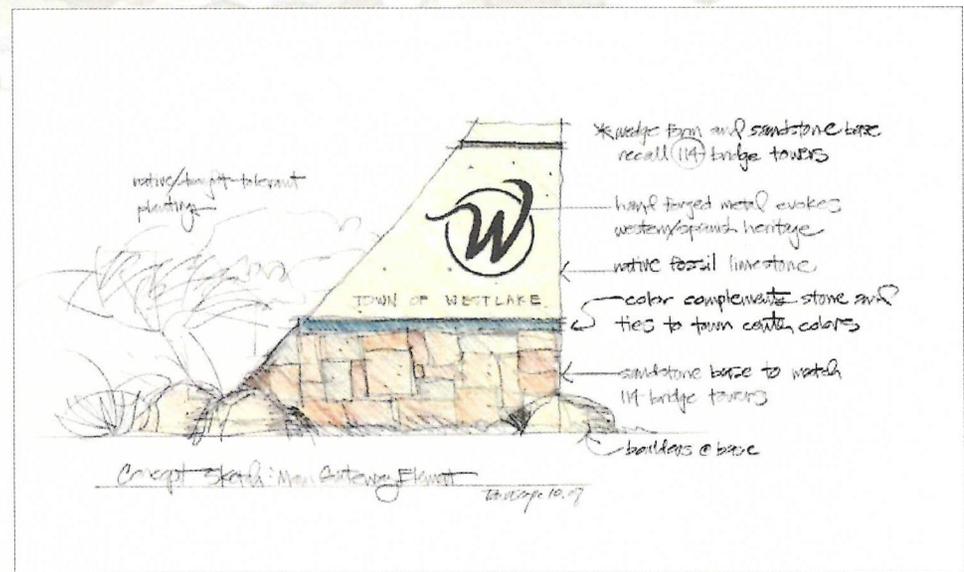
Planners conducted the initial segment of the meeting utilizing a PowerPoint presentation describing an overview of the existing conditions, analysis of the corridor study area and recommendations for the various streetscape enhancements and amenities that could be considered for the corridor. The presentation was followed by a round table discussion around draft plan graphics to solicit feedback, answer questions, and provide a better understanding of the challenges and opportunities found within the corridor.



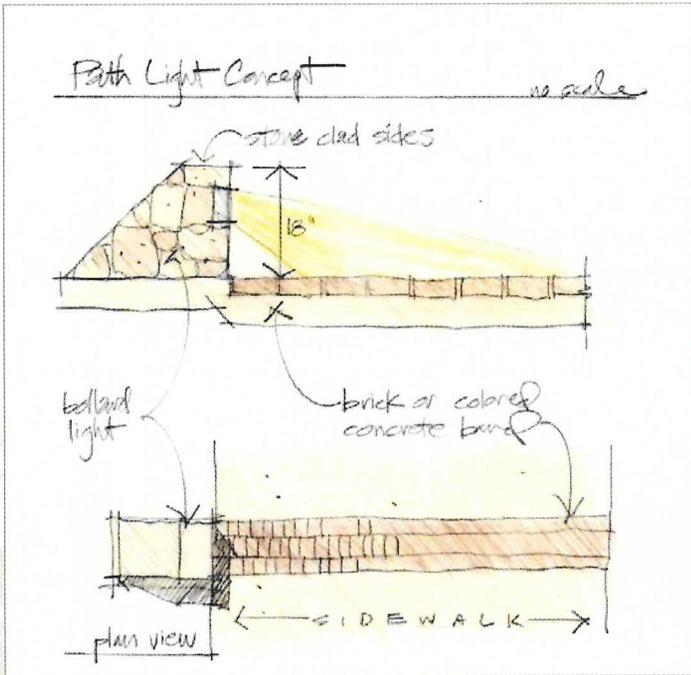
Design Vocabulary

The image of Westlake’s “rural character” begins to suggest a “design vocabulary”, a term used to describe a palette of shapes or forms, textures, colors, materials and details that work together to create a cohesive image or theme. The design vocabulary may include simple pure geometries, native stone and metal, water, native plants, and earth tones. The following design vocabulary features are important to creating a cohesive and distinct identity for the corridor:

- The rhythmic repetition of site elements such as street trees, enhanced paving, etc. is used to instill a sense of order and unity throughout the corridor.
- Simple geometric forms with high contrast should be used in the intersection design. Overly ornate or complex icons distract vehicular traffic.
- Construction materials and street furnishings should be proven elements that are timeless in their setting. These materials should have the durability to withstand heavy traffic such as brick, steel, and enhanced concrete.
- Other key features to the identity of this corridor include:
- Lighting – pedestrian bollard lights.
- Site Furnishings – benches, trash receptacles, bollards, tree grates, bike racks, traffic signals and wayfinding signs.
- Architectural elements – gateway monuments and landmarks.
- Paving – enhanced intersections, crosswalks, and sidewalk treatments.
- Landscaping – street trees, median trees, green spaces and ornamental plantings such as shrubs and ground covers.



Gateway Monuments. This vertical sign design incorporates a slanted pillar, recalling the architectural monuments at S.H. 114, and utilizes a variety of native stone materials and earth tone colors. It could be sited at primary roadway entrances to the corridor.

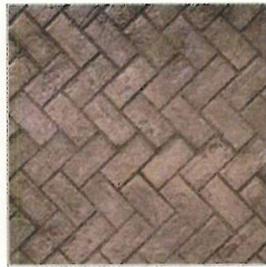
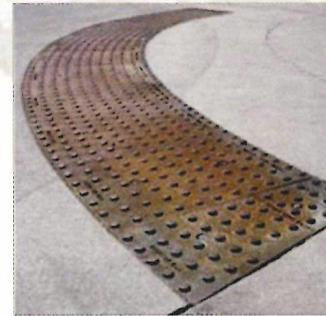


Secondary Monuments. A family of smaller gateway monuments, trail markers, and bollards could enhance secondary entrances, drives, parks, and greenway trails. These designs mimic the forms and materials of the large gateway monuments.

Pedestrian Lighting. The lighting proposed is a series of custom bollards that will compliment the gateway monument. These bollards will be located at the sidewalks beginning one hundred-feet on either side of an intersection. The bollards will continue at the intersection node in order to illuminate pedestrians at the intersection crosswalks.



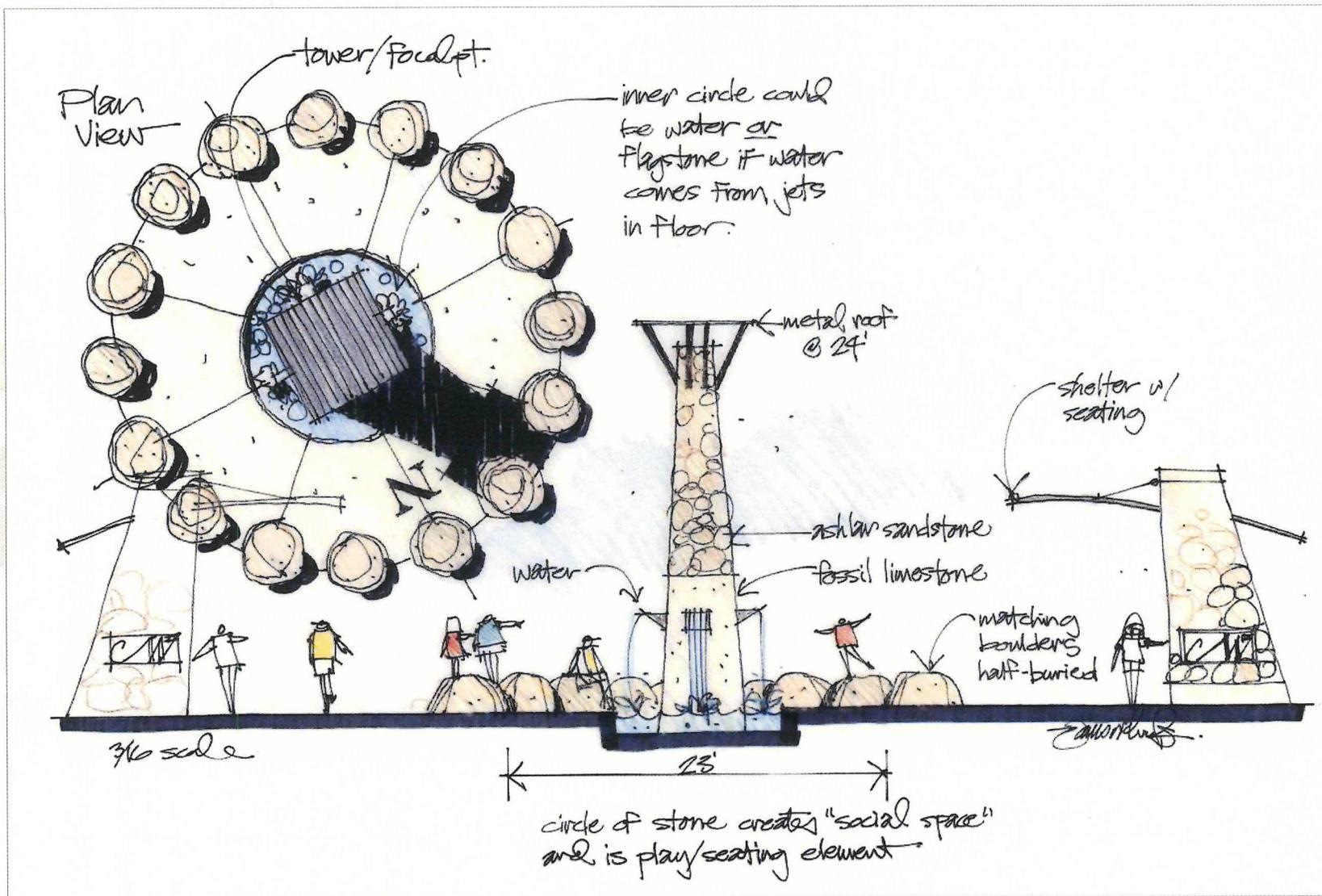




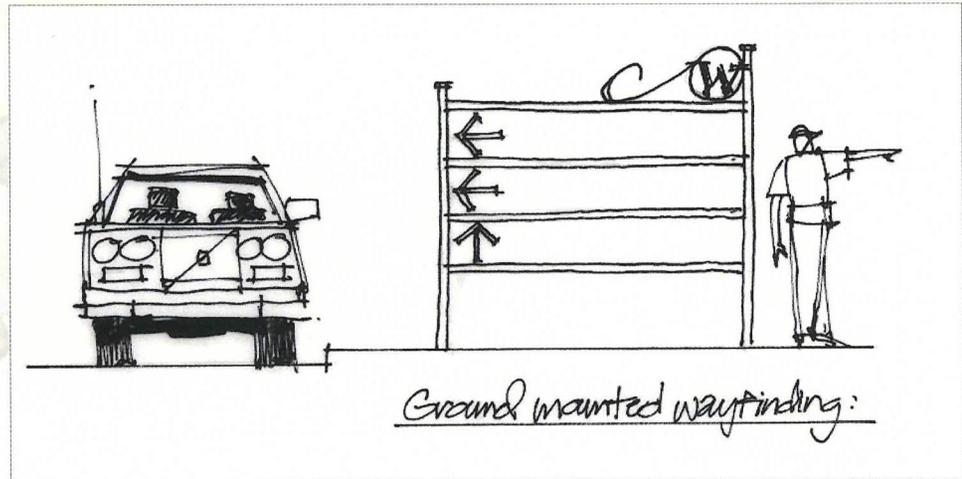
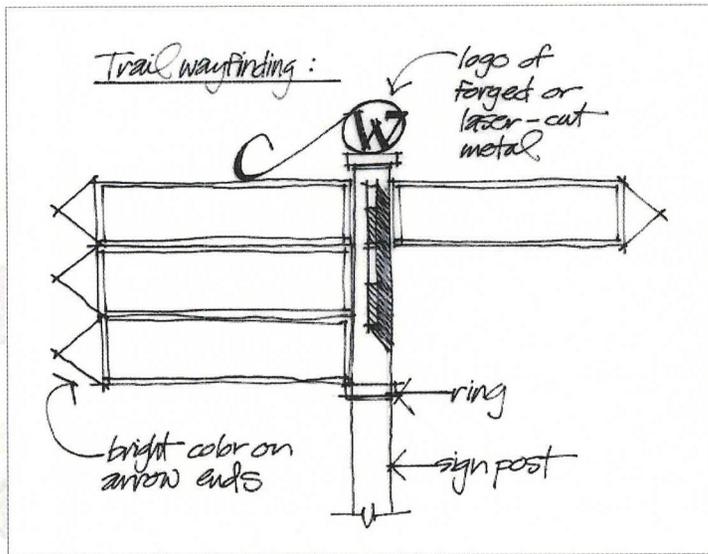
Wayfinding: Color schemes. A number of color schemes inspired by natural materials would be appropriate in the corridor; the scheme chosen should communicate the character of Westlake, and be visible at a distance.



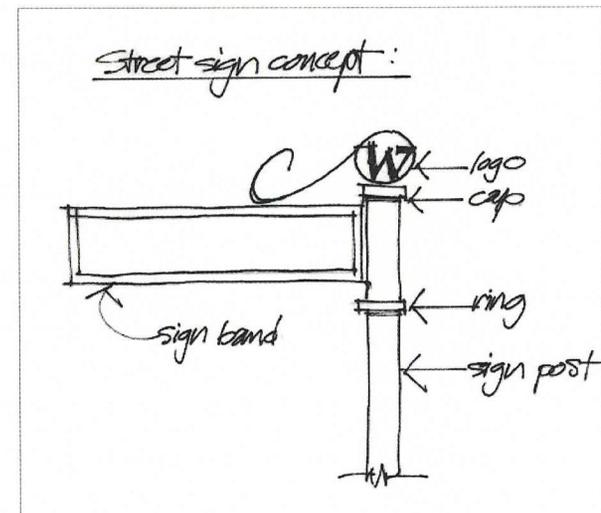
A Sense of Place. In this concept sketch, a logo and use of a unified design vocabulary is utilized to create a trail head area with a character that is unique to this corridor.



Shade Structure. In this concept sketch, a shade structure adds to the pedestrian realm with the identifiable architectural motif, which is a continual reminder throughout the corridor of the identity of the area and its pedestrian connectedness.



Wayfinding Motif Applications. A strong design motif can produce a family of wayfinding signage to serve a variety of needs throughout the corridor. Their repeated use works in tandem with the streetscape design to visually unify disparate parts of the community.



Placemaking Elements

Logo Concept

A Logo can evoke the character or identity of a place. The flying "W" logo represents the ranching heritage of Westlake, and the rural character of the community within a simple graphic that is identifiable at speeds up to 40 mph. The logo concept is followed by examples of a unified family of site elements that demonstrate how a design vocabulary can reinforced an image for the corridor. This image/icon can reach further throughout the Town's thoroughfares to define the community, and give cohesiveness as the community grows.

Lighting

The quality of light can greatly affect the character of the streetscape within the corridor and the perceived sense of whether the area is safe or unsafe. Lighting for pedestrians should be designed to avoid glare and give the pedestrian the ability to see their immediate area as well as their surroundings outside the lighted area. A well-lighted corridor with pedestrian lighting, attention to human scale and appropriate light levels will invite more pedestrian traffic, and help avoid potential nighttime conflicts. Pedestrian lights and streetlights should complement each other as well as the other site furnishings. Currently there is no intention to add streetlights to this corridor in keeping with the rural character of Westlake. Future additional pedestrian or streetlights beyond the proposed bollard lights would need to blend with the palette of materials identified in this document.

Site Furnishings

Site furnishings are a major contributor to a pedestrian-friendly environment and include items such as benches, shade structures, trash receptacles, bike racks, signs, traffic signals, tree grates, and



bollards. A pedestrian-friendly environment is greatly influenced by one's perceived level of comfort. A shaded place to sit and relax enhances the level of comfort for the pedestrian. Street furnishings can also provide a strong unifying element within the corridor, setting it apart with a distinct identity. The color of the site furnishings should match or compliment the other elements in the design vocabulary.

Monuments

It is critical for the success of a distinct corridor to have a strong entry statement as it sets the standard and identity for the area as a visual icon. Gateways and landmarks properly located will serve as a visual announcement to let people know they are entering a special area.

Paving

Enhanced paving treatments are one of the key features in a design vocabulary to introduce color and texture into the streetscape environment. It is also an important component in traffic calming which leads to a safer pedestrian realm. Paving materials should be durable due to the heavy volume of traffic anticipated along FM. 1938. The enhanced paving allow by TxDOT is stamped and colored concrete.

Enhanced pavement materials can be used to establish a pedestrian priority. A change in pavement texture or color signals drivers that the crosswalks are a pedestrian priority area. The rough texture of enhanced paving and contrasting color will be a second indicator for drivers to reduce their speed.

Landscaping

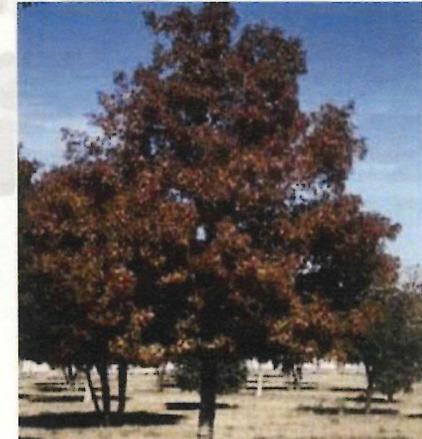
Street trees are key components to traffic calming and creating a successful streetscape. A tree lined street not only helps define the vehicular corridor, it also defines the pedestrian spaces while introducing rhythmic groupings of color and texture. Street trees are also one of the vertical elements in a streetscape that provide comfort and shade for pedestrians in the heat of the summer and can also produce “visual friction”. Visual friction uses vertical and/or horizontal elements within the streetscape, such as street trees, enhanced pavement, etc. to signal drivers that they have entered a pedestrian realm. Drivers perceive they are driving within a pedestrian zone which contributes to a greater awareness and slower speeds.

Place Making - A Family of Site Design Elements

A number of applications of the name and logo concepts, along with the suggested vocabulary of forms, materials and colors, are illustrated. Although the master plan cannot anticipate or detail every feature that will ultimately make up the visual environment of the corridor, it illustrates sufficient examples of a unified design vocabulary to facilitate translation into other components.



Possumhaw Holly



Red Oak



Desert Willow



Cedar Elm



Eastern Red Cedar



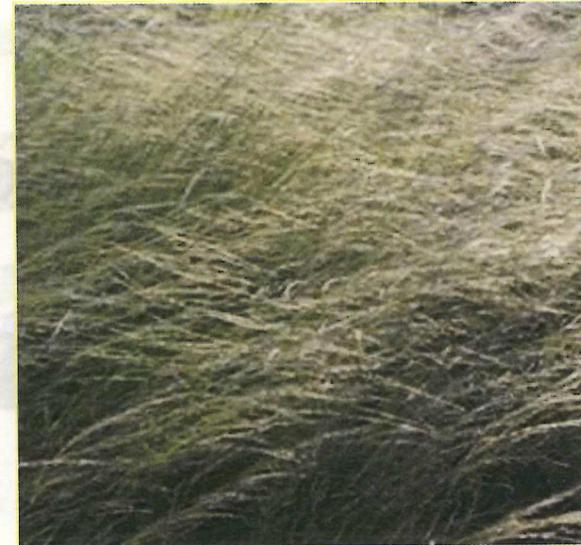
Bur Oak



Hameln Grass



Crossvine



Weeping Lovegrass



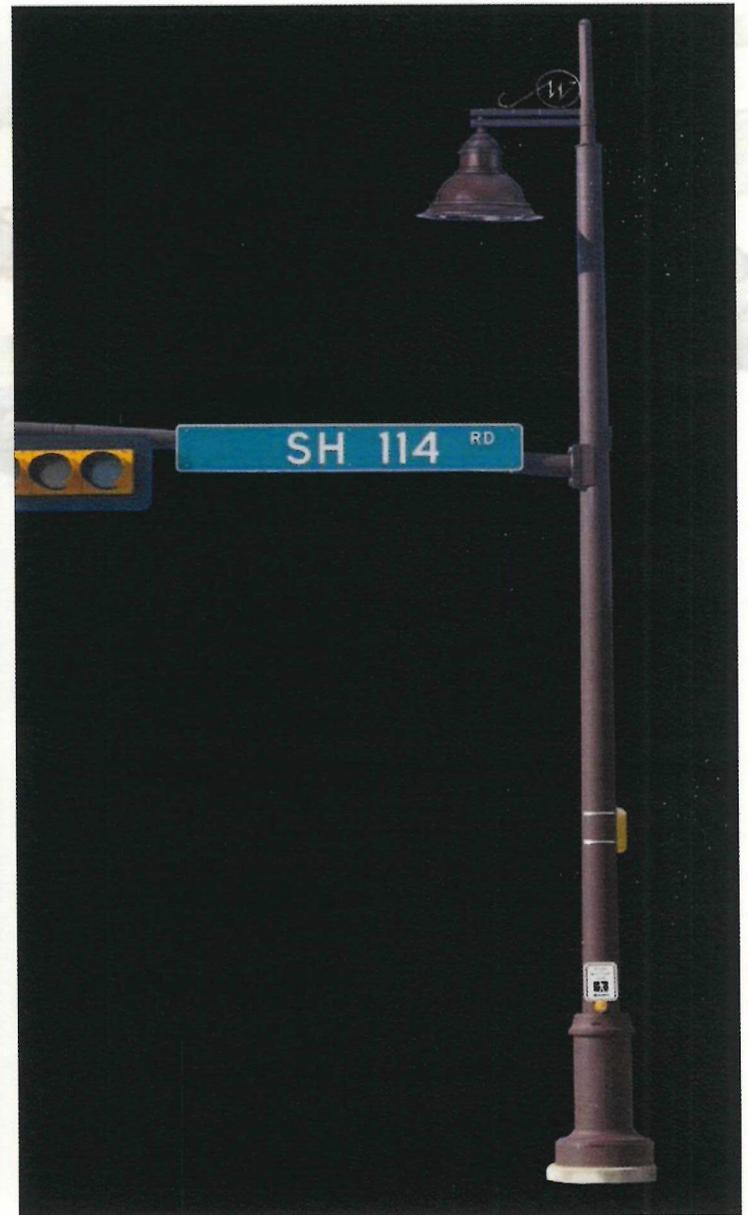
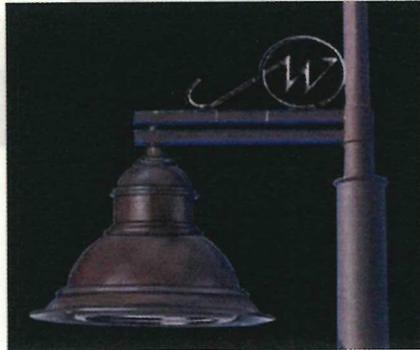
Texas Sage

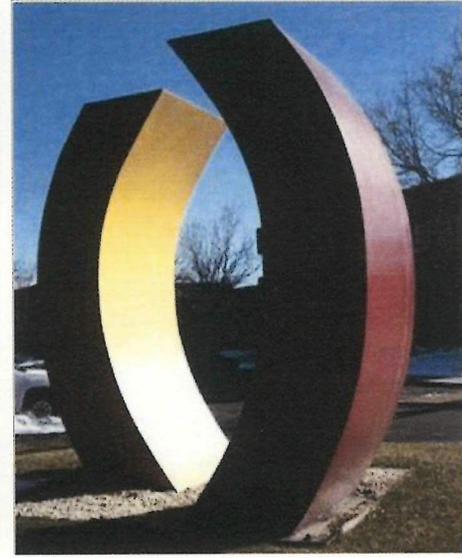
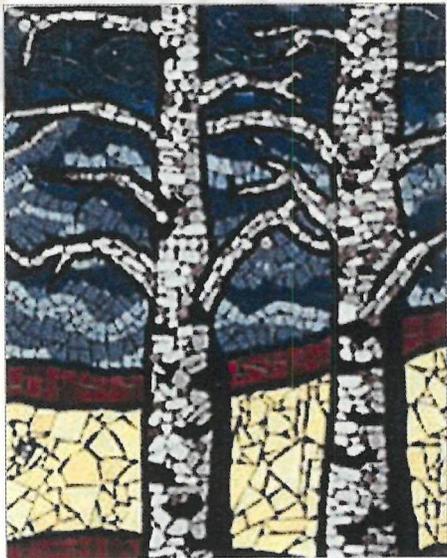
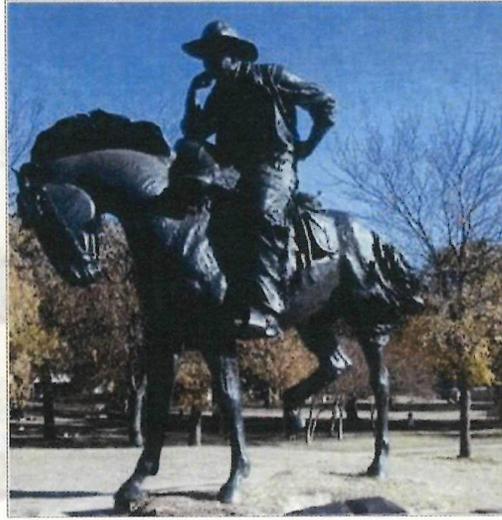


'Little Bunny' Fountain Grass



Soft Leaf Yucca





F.M. 1938 Corridor Master Plan

Town of Westlake



9.23.2011



MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

TOWN OF WESTLAKE
3 VILLAGE CIRCLE #202
WESTLAKE, TX 76262

Submitter: TOWN OF WESTLAKE

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Filed For Registration: 6/20/2013 11:59 AM

Instrument #: D213159592

OPR

61

PGS

\$252.00

By: _____

Mary Louise Garcia

D213159592

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.