

**Approved by Town of Westlake  
Ordinance No. 444**

**WB TEXAS RESORT COMMUNITIES, L.P.  
SUBDIVISION IMPROVEMENT AGREEMENT  
FOR VAQUERO-ARTHUR ADDITION**

Agreement between the Town of Westlake, Texas, (the "Town") and WB Texas Resort Communities, L.P. (the "Developer"), as sole owner and developer of property generally located on the west side of Precinct Line Road south of Dove Road and as more particularly described in Exhibit "A", attached hereto and incorporated herein by reference. This Agreement concerns the development of a residential community to be developed pursuant to the Town's R-1 zoning district, ordinances, and approved final plat, more commonly known as the "Development" and provisions for the installation of certain public improvements (both on-site and off-site necessary to support the development), easements and community facilities (the "improvements") located therein; and for the assurance of completion and maintenance thereof.

This Agreement shall solely relate to the development of a residential community pursuant to the Town's ordinances and as has been determined by the submittal and approval of the Developer's final plat approved on February 12, 2001, by Resolution No 01-12.

**SECTION 1. GENERAL REQUIREMENTS FOR THE DEVELOPER**

- A. Completion Date of Development. The Developer covenants with the Town that all required public improvements to be completed by the Developer hereunder shall be completed no later than five (5) years following the date upon which this Agreement is approved by the Board of Aldermen.
  
- B. Completion of Agreement. This Agreement shall not be considered as complete until three (3) sets of record drawings and one (1) set of sepias for all streets and utilities including street lighting in the development, certified by the Developer Engineer, are filed with the Town Engineer. The Developer shall also furnish an electronic file of the record drawings for all grading, streets, and utilities, including street lighting, in the development. The electronic format shall be approved by the Town Engineer and tied to the Town's GPS monuments.

- C. Covenant Running With the Land. The covenants contained herein shall run with the land comprising the development and bind all successors, heirs and assignees of the Developer until all improvements are complete and the Town Engineer provides a letter of acceptance of said improvements. At that time only the maintenance and other continuing obligations continue to bind all successors, heirs and assignees. In addition, this Agreement and the acceptance of the improvements letter shall be filed of record in the Deed Records of Tarrant County, Texas as evidence thereof.
- D. Maintenance Security for Paving and Drainage Improvements on Precinct Line Road. The Developer shall assign to the Town the maintenance bond, provided by the general contractor acceptable to the Town Attorney, that guarantees maintenance of the paving and drainage improvements on Precinct Line Road from south property line of Vaquero to the main entry drive into Vaquero Arthur Addition as required by this Agreement for a period of not less than two (2) years following acceptance by the Town Engineer of said improvements. The bond shall be in the amount of 100 percent of the costs of the maintenance of the improvements in Precinct Line Road for this period as reasonably determined by the Developer and the Town. For the purpose of this Agreement, the improvements to Precinct Line Road shall be defined as a 2-lane undivided improved vehicular roadway from south property line of Vaquero to the main entrance to the Development. For consideration of dedication of the Precinct Line Road right-of-way to the Town, as herein defined, the market value of said dedicated right-of-way, as determined by the Town, shall be applied towards Town review and inspection fees for the Development. In addition, all future roadway impact fees as may be established by the Town will be waived for the Development.
- E. Security for Completion of Public Improvements and Residential Lots. The Developer shall obtain a performance bond with the Town as a co-obligee from the general contractor and subcontractors to ensure completion of the required public improvements to be completed by the Developer, as stipulated in this Agreement, and assign such performance bond to the Town or cause the Town to be a co-obligee. The performance bond shall be in the amount of 100 percent of the funds estimated by the Town Engineer to be necessary to pay for all promises and conditions contained herein. The bond amount shall be reduced on a prorata basis as the improvements are accepted by the Town Engineer as evidenced by a letter of acceptance.
- F. Temporary Improvements. If temporary improvements related to this development are required by existing ordinance, statute or federal law, the Developer shall enter into and file a separate improvements agreement and escrow, or authorized letter of credit, in an appropriate amount to ensure the proper construction, maintenance and removal of the temporary improvements. The Developer shall build and pay for all costs of temporary improvements required by the Town and shall maintain those improvements for the period specified by the Town.

- G. Developer Engineer. The Developer must employ a civil engineer, architect or landscape architect, as appropriate, licensed to practice in the State of Texas, for the design and preparation of the plans and specifications for the construction of all improvements to be constructed by the Developer covered by this Agreement.
- H. Contractor Approval. On all public improvements for which the Developer awards its own construction contract(s), the Developer must employ a construction contractor approved by the Town. The contractor must meet the Town regulatory standards and statutory requirements for being insured, licensed and bonded to do work in public streets and/or public projects, and to be qualified in all respects to bid on public streets and upon public projects of similar nature, as the case may be.
- I. Responsibility for Contractor/Subcontractor Fees. On all public improvements for which the Developer awards its own construction contract(s) or subcontracts, the Developer shall be responsible for all costs incurred in the procurement of such services, labor and materials.
- J. Upkeep of Property While in Development. The Developer will be responsible for mowing all grass and weeds and otherwise reasonably maintaining all land within the development which has not been sold to third parties. After fifteen (15) days written notice, should the Developer fail in this responsibility, the Town may contract for this service and bill the Developer for reasonable costs. Should the costs remain unpaid for 30 days after notice, the Town may file a lien on the property so maintained.
- K. Dedication of Property. If required by the Town Engineer, any dedication to the Town of real property as shown on the approved preliminary plat or final plat, including right-of-way and easements, shall include a metes and bounds description for conveyance by either final plat or separate instrument.
- L. Homeowners Association. The Developer shall establish a Homeowners Association for the gated community of Vaquero Arthur Addition which shall be incorporated into the existing Homeowner's Association of Vaquero. The Association's By-laws and regulations shall be consistent with this Agreement, the Town pertinent Ordinances and Development Codes. The Developer shall submit the organization documents to the Town Attorney for verification of the inclusion of pertinent terms of this Agreement prior to the recordation of same. The Developer must file in the Deed Records of Tarrant County, Texas, a Declaration of Restrictions, Covenants and Conditions. Membership shall be mandatory for all homeowners. The Homeowners Association shall establish an architectural control committee. In addition, the Developer and the Homeowners Association shall be responsible for maintaining all private streets, private utilities and private and public common areas, open spaces and facilities, and for enforcing the restrictions, covenants, and conditions; but the Town also shall have the right, but not the obligation, to enforce the restrictions, covenants, and conditions following 30 day notice issued by the Town in

the event Developer or Homeowners Association fails to perform.

## **SECTION 2 CONSTRUCTION PROCEDURES FOR THE DEVELOPER**

- A. Engineering Standards. Developer covenants that all public works projects and improvements to be completed by the Developer shall be constructed in accordance with the Town engineering standards.
  
- B. Preconstruction Conference. A preconstruction meeting for the construction of the improvements to be completed by the Developer between the Developer and Town Engineer is required. The Developer or contractor(s) and subcontractors shall furnish to the Town a list of all subcontractors and suppliers that will be providing greater than a \$10,000 value to the development. All contractors and subcontractors shall be registered with the Town and must comply with all applicable ordinances, rules and regulations.
  
- C. Conditions Prior to Construction. Prior to authorizing construction, the Town Engineer shall be satisfied that the following conditions have been met:
  - 1. The approved final plat and site plan reflect all Town conditions of approval.
  
  - 2. All required plans and contract documents, if any, shall have been completed and filed with the Town.
  
  - 3. All necessary easements or dedications required for public facilities and improvements, as shown on the approved final plat, shall be conveyed solely to the Town by either the final plat or by separate instrument.
  
  - 4. All contractors participating in the construction shall be presented with a set of approved plans bearing the Town Engineer stamp of release. These plans must remain on the job site at all times.
  
  - 5. A complete list of the contractors, their representatives on the site, and telephone numbers where a responsible party may be reached at all times must be submitted to the Town.
  
  - 6. All applicable fees must be paid to the Town.

7. The Developer or contractor must furnish to the Town an insurance policy of general liability in the amount of \$1,000,000 naming the Town as co-insured, prior to the commencement of any work within the development, or construction of the improvements by the Developer or contractor.

D. Inspections. Construction of all improvements to be completed by the Developer shall be subject to periodic inspections by the Town Engineer or the Town Engineer's designee. The Developer shall be responsible for completing and/or correcting public improvements completed by the Developer not constructed in accordance with the Town's construction standards and specification and engineering standards. Any change in design required during construction shall be reviewed and approved by the Town Engineer.

### SECTION 3 DEVELOPER'S IMPROVEMENTS

A. Open Space Corridor:

1. Land Dedication. The Developer covenants to dedicate or cause to be dedicated to the Town an amount of acreage as situated and indicated in the Town approved Vaquero Arthur Addition Final Plat to be verified by metes and bounds description. Said dedication of fee simple title and interests shall be made prior to the acceptance of any improvements within the development and must be made with a metes and bounds description. The acreage contemplated in this subsection is designated on the Vaquero Arthur Addition Final Plat.

2. Obligations of Improvements:

(a) The Developer shall obtain a Town approved Landscape Plan. All restricted Public Open Space as designated on the approved final plat will be owned and maintained by the Homeowner's Association.

(b) The Developer shall construct, maintain and be responsible for any and all costs associated with and necessary to provide improvements within the Public Open Space. Plans for the improvements must be submitted to the Town Planner for approval before work is commenced. In addition to any other improvements to be constructed and maintained by the Town's ordinances, rules and regulations, the Developer covenants to provide the improvements shown per the attached landscape intensity concept map (Exhibit A).

(c) All landscaping shall be in accordance with the Town's Landscaping, Tree Preservation and Open Space Ordinances. Variations

from any of the Ordinances shall be made in accordance with the applicable Ordinance provisions and shall meet or exceed the goals of the Ordinance. As the Development is part of a larger development previously approved by the Town, and operating pursuant to a Subdivision Improvement Agreement approved by Ordinance No. 360 (hereinafter referred to as "Vaquero Phase I"), the Town will allow Vaquero Phase I, Phase II and Vaquero-Arthur to collectively count towards meeting the Town's Landscaping, Tree Preservation and Open Space requirements. The Developer may apply for a special exception to the Tree Preservation Ordinance on a lot-by-lot basis to request the Town consider relief to the tree mitigation requirements on individual lots predominately covered with trees.

- (d) The Developer shall not be required to conduct and provide a formal tree survey for the Development. Rather, Developer shall provide to the Town a tree tabulation in all areas where a significant number of trees exist. This tree tabulation shall be updated by the Developer prior to the Town's final acceptance of the required public improvements for the purpose of tree mitigation calculations. The Developer shall provide a formal tree survey on areas within street rights-of-way and easements.
- (e) The Developer shall require that the homebuilders in the development be responsible for providing landscaping for each individual lot as required by the Town's Unified Development Code.

- 3. **Maintenance Responsibility.** The Homeowners Association shall maintain the corridor defined on the attached exhibit perpetually following the completion of the improvements, including, but not limited to, the Maintenance Schedule attached hereto as Exhibit B. The Town will pay water bills for those areas dedicated to the Town or as referenced as public common area on the final plat.

B. Amenities:

- 1. Culverts, where required, shall consist of stone-faced construction and shall be approved by the Town Planner as set forth in the Unified Development Code.

C. Interior Streets

- 1. The interior streets of the development shall be private and built in accordance with the Town's standards and specifications, including but not limited to,

Section 902 of the 1997 Uniform Fire Code, and in accordance with reasonable conditions required by the Town Engineer, and/or Town Board to ensure the safe passage of motorists and pedestrians. All interior streets will be designated as a Town fire lane.

D. Perimeter Streets.

1. Public Street and roadway dedications shall make or caused to be made by the Developer, including dedication of Precinct Line Road in accordance with the approved final plat. This dedication shall also include the conveyance of temporary construction, utility, drainage, and slope easements, as required by the Town Engineer.
2. The Developer shall place into escrow funds or equivalent letter of credit or performance bond in form and substance reasonably acceptable to the Town to design, construct, and maintain Precinct Line Road from south property line of Vaquero to the main entrance to the Development in an amount that is equivalent to the cross-section for the "minor collector" which has been constructed in conjunction with the Vaquero Development. In the event the road is built as a minor collector, any additional right of way that has been dedicated but not used for such right-of-way will be returned to the Developer, its successors and assigns, or remain as excess right-of-way, at the election of such Developer, its successors and assigns, provided, however, if the Town elects to pursue construction of Precinct Line Road and within ten (10) years after completion of the minor collector, plans are adopted for the construction of Precinct Line Road consistent with the Town's current Thoroughfare Plan, no right of way shall be returned to the Developer, its successors and assigns.
3. The Developer shall be solely responsible for the installation, maintenance, and cost of all landscaping in the Precinct Line roadway medians from the south property line of Vaquero to the south property line of the Development and for the installation and maintenance of all landscaping from the outside west pavement edge of Precinct Line Road adjacent to the development, in accordance with the Town's ordinances, standards and specifications. Installation will be done in conjunction with construction of Precinct Line Road. Maintenance will include all permanent landscaping, but will not require Developer to provide seasonal plantings. Provided, however, that the Town will furnish the necessary water for the Developer's compliance with the maintenance of the medians as provided in this subsection. If TxDot constructs FM 1938, and when the property on the east side of Precinct Line Road adjacent to the Development is platted, Developer's share of the maintenance of the Precinct Line Road medians shall be reduced proportionately by the acreage of the property on the east side of Precinct Line Road adjacent to the Development that is platted. The Developer shall not be responsible for the tree mitigation requirements

contained in this Agreement for any tree removals related to construction in the Precinct Road right-of-way. If F.M. 1938 is constructed by the Texas Department of Transportation (TxDot), the Town will pay for all water for the landscaping and the Developer shall be solely responsible for maintaining the landscaping.

4. The Developer shall be responsible for construction design, engineering and construction of a minor collector street within the Precinct Line Road right-of-way from the southern boundary of Vaquero Phase I to the entrance of Vaquero-Arthur Phase I and install a cul-de-sac in accordance with Town requirements.
5. The following options exist for the installation of access along Precinct Line Road:
  - a. If (TXDOT) builds Precinct Line Road prior to the standard "minor collector" being constructed by the Town, then the Town will reimburse to the Developer 100% of the cost necessary, less interest and carry cost, to build a minor collector cross section within the Precinct Line Road right-of-way, less the incremental costs of landscaping the roadway to Town standards.
  - b. At the time the property on the east side of the development and adjacent to Precinct Line Road receives an approved final plat(s) and to the extent the Town collects from each developer its proportionate share of the costs to construct a minor collector, the Town will reimburse the Developer until such a time as the Developer has been reimbursed for 50% of its costs to build a minor collector.
  - c. To the extent the Town collects costs for landscaping from the development of the property on the east side of Precinct Line Road and adjacent thereto, the Town will reimburse the Developer for one-half of the costs for construction of the required landscaping along or within the right-of-way pursuant to the approved Town standards approved on the date of the approval of this Agreement.
  - d. The Developer may construct a temporary road to be approved by the Town to access the site for construction purposes.
- E. On-Site Water and Sanitary Sewer. The Developer shall construct or cause to be constructed public on-site water and sewer facilities, including the lines, mains or improvements constructed or to be constructed within the boundaries of the development, all of which will be dedicated to the Town. Developer shall construct a lift station located

adjacent to the Development and west of the right-of-way for Precinct Line to provide sanitary sewer service to the Development. The lift station will be dedicated to the Town upon acceptance by the Town. Developer will provide a five (5) year warranty and maintenance bond to the Town upon dedication and acceptance of the lift station.

- F. Maintenance. All improvements, save and except public roadways intended primarily for vehicular traffic, shall be perpetually maintained by the Homeowners Association in accordance with all specifications and requirements of the Town.
- G. Amenities. Culverts, where required, shall consist of stone-faced construction and shall be approved by the Town Planner as set forth in the Town Unified Development Code.

#### **SECTION 4. OTHER DEVELOPMENT REQUIREMENTS FOR THE DEVELOPER**

- A. Overhead Utility Lines and Poles. The Developer shall work with the local utility companies to see that all existing overhead utility lines are buried and poles removed from the development and on the perimeter of the development. All newly constructed utility lines shall be underground.
- B. Duct Bank. The Developer shall construct and install the Town-specified duct bank as shown on the attached Exhibit C as per Town Ordinances. The duct bank will be dedicated to the Town upon the approval of the Town Engineer. The duct bank is to be dedicated free and clear of any obligations and contracted or authorized right of use within the duct bank. The tree mitigation requirements contained in this Agreement shall not apply to areas where the Duct Bank is constructed.
- C. Utility Boxes. All utility pedestals, cabinets, or other stick-ups, shall be buried below ground level by the Developer, contractor(s), subcontractor(s) or any utility or related entity serving the development unless doing so would be unreasonable and impractical.
- D. Compliance with Drainage Ordinances. The Developer shall at all times comply with the drainage ordinances of the Town and the City of Keller, Texas.

#### **SECTION 5. GENERAL PROVISIONS**

- A. Acceptance of Dedications. No dedication of required public improvements shall be accepted until the Developer's engineer has submitted a certified detailed as-built record drawing of the property, the location, dimensions, materials and other information required by the Town Board of Aldermen or the Town Engineer. Acceptance of the development and public improvements shall mean that the

Developer has transferred all rights to all the public improvements to the Town-for use and maintenance, except as otherwise provided herein.

- B. Assignment. This Agreement, any part thereof, or any interest herein shall not be assigned by the Developer without the express written consent of the Town which may not be unreasonably withheld.
- C. Default Remedies - Developer. If the Developer fails to construct, install, dedicate, or where applicable maintain the required public improvements to be completed by the Developer within the terms of this Agreement, the Town may, upon receipt of written notice from the Town specifying a default and upon failure of the Developer to cure such default, within thirty (30) days following such notice may:
1. Declare this Agreement to be in default and require specific performance that all the public improvements be installed, constructed, dedicated, or where applicable maintained, regardless of the extent of completion of the development at the time the Agreement is declared to be in default;
  2. Suspend final plat recording until the public improvements are completed and record a document to that effect for the purpose of public notice;
  3. Obtain funds under the security and complete the public improvements itself or through a third party. Prior to drawing on any form of security, the Town shall provide the Developer with notice and give the Developer a reasonable opportunity to cure; or
  4. Assign its right to receive funds under the security to any third party, including a subsequent owner of the subdivision for which public improvements were not constructed, in whole or in part, in exchange for that subsequent owner's promise to complete the public improvements on the tract.
- D. Waiver. No covenant or condition of this Agreement may be waived without consent of the parties to which the covenant or conditions benefit. Forbearance or indulgence by the Town shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.
- E. Building and Other Permits. Building permits may be issued upon approval of the final plat and approval and execution of this Agreement, which shall include the furnishing of security as stated in Section 3.1.B.4. Developer may commence excavation and grading for residential development upon the earlier date of the Town Engineer issuing written

comments for the initial review of the Engineering Plans or not sooner than ten (10) business days following the submission of the Engineering Plans for Mass Grading to the Town Engineer.

- F. Certificate of Occupancy. No certificate of occupancy will be issued until the supporting improvements have been accepted by the Town or other public entity authorized to accept such improvements and a final plat approved and filed of record.
  
- G. Independent Contractor Status. The Developer covenants that it is an independent contractor and not an officer, agent, servant or employee of the Town; that the Developer shall have exclusive control of the details of the work performed by them hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between the Town and the Developer, their officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between the Town and the Developer.
  
- H. General Indemnity Provisions. **The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the Town and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of the Developer, its officers, agents, consultants, employees or invitees, collectively, the "Developer Parties" arising out of or in connection with the this Agreement. The Developer will at it's own cost and expenses defend and protect the Town and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, collectively the "Town Parties" from any and all such claims and demands. Also, the Developer agrees to and shall indemnify, defend and hold harmless the Town Parties, from and against any and all claims, losses, damages, causes of action, suit and liability of any kind, including all expenses of litigation, court costs and attorneys' fees for injury to or death of any person or for any damage to any property arising out of or in connection with the error, omission, intentional or negligent acts of the Developer Parties under this Agreement or any and all activity or use pursuant to the Agreement. Such indemnification shall not apply to any claim, loss, damage cause of action, suit or liability that arises more two years after the written approval and acceptance of the improvement by the Town. Provided, however, that nothing contained in this Agreement shall waive the Town's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law.**
  
- I. Indemnity Against Design Defects. Approval of the Town Engineer or other

Town employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the Town for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the Town Engineer or other Town employee, official, consultant, or officer signifies the Town approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the Town, its officials, officers, agents, servants and employees, for a period of two years after the written approval and acceptance of the improvement by the Town from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer designs and specifications to the extent prepared or caused to be prepared by Developer and incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the Town, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith.

- J. Venue. Venue of any action brought hereunder shall be in Fort Worth, Tarrant County, Texas.
  
- K. Sales Tax. The Developer agrees that all construction contracts and agreements comprising or related to the development shall require that the respective contractor(s) enter into a separate contract with the State of Texas for the purpose and intent of sales tax collection on eligible projects comprising or related to the development having a point of sale in the Town in accordance with Sections 151.056 and 321.001 et seq. of the Texas Tax Code, and Article 5190.6 of the Development Corporation Act.
  
- L. Tax Exemptions. The Town is an exempt organization under Section 151.309 of the Texas Tax Code, and improvements constructed under this Agreement will be dedicated to public use and accepted by the Town upon acknowledgment by the Town of completion under Section 5 of this Agreement.
  
- M. Notices. Any notices given or required to be given pursuant to this Agreement shall be sent by regular U.S. mail or certified mail, return receipt requested, to the following:

TO THE TOWN OF WESTLAKE TEXAS:

Trent O. Petty  
Town Manager  
Town of Westlake  
3 Village Circle, Suite 207  
Westlake, Texas 76262-7940

with copies to:

L. Stanton Lowry  
Boyle and Lowry L.L.P.  
4201 Wingren, Suite 108  
Irving, Texas 75062-2763

TO WB TEXAS RESORT COMMUNITIES, L.P.

WB Texas Resort Communities, L.P.  
2001 Highway 114, Suite 100  
Trophy Club, Texas 76262  
Attn: Stephen Yetts

Pam Stein  
Gibson, Dunn & Crutcher

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\_\_\_\_\_  
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N. Third Party Beneficiaries. For purposes of this Agreement, including its intended operation and effect, the parties (the Town and Developer) specifically agree and contract that (1) the Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with the Town, Developer, or both of them; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the Town or Developer.

O. Authority to Act. The parties (the Town and Developer) each represent and warrant that the signatories on this Agreement are authorized to execute this Agreement and bind his/her principals to the terms and provisions hereof. Each party warrants that any action required to be taken in order for this Agreement to be binding on it has been duly and properly taken prior to the execution of this Agreement.

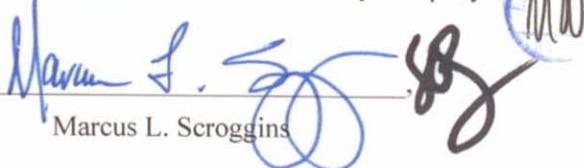
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SIGNED AND EFFECTIVE as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

WB TEXAS RESORT COMMUNITIES, L.P.  
A Delaware limited partnership

By: WB CIRCLE T, L.L.C.  
A Delaware limited liability company

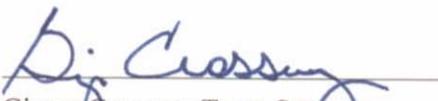
by  \_\_\_\_\_  
Marcus L. Scroggins

Its Chief Financial Officer

TOWN OF WESTLAKE, TEXAS

By  \_\_\_\_\_  
Trent O. Petty, Town Manager

ATTEST:

 \_\_\_\_\_  
Ginger Crosswy, Town Secretary

FORM APPROVED BY:

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

THE STATE OF TEXAS

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PROPERTY OWNER AND DEVELOPER

COUNTY OF DALLAS

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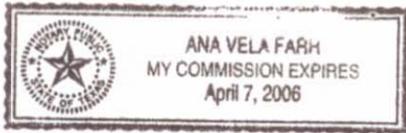
ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared MARCUS L. SCROGGINS of Dallas, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that WB TEXAS RESORT COMMUNITIES, L.P. is the sole owner of property described in this Agreement and that he is Chief Financial Officer of WB Circle T, L.L.C., and has authority to enter into this Subdivision Improvement Agreement on behalf of WB Texas Resort Communities, L.P. with the Town for development, for dedication and construction of public improvements related to the development of the \_\_\_\_\_ subdivision; that same was the act of Marcus L. Scroggins, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of January, 2007.

Ana Vela Farr

Notary Public in and for the State of Texas



Ana Vela Farr

Notary Printed Name

THE STATE OF TEXAS

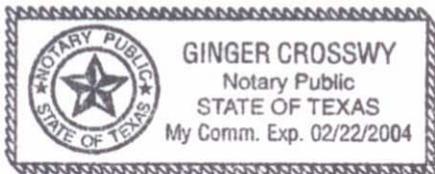
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COUNTY OF TARRANT

- TOWN OF WESTLAKE
- ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a notary public in for and the State of Texas, on this day personally appeared TRENT O. PETTY, Town Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that same was the act of the Town of Westlake, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24 day of Nov., 2003.



Ginger Crosswy  
Notary Public in and for the State of Texas

Ginger Crosswy  
Notary Printed Name