

**TOWN OF WESTLAKE**

**RESOLUTION 13-25**

**A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, APPROVING A DEVELOPMENT AGREEMENT WITH MAGUIRE PARTNERS, L.P. RELATED TO THEIR DEVELOPMENT KNOWN AS GRANADA IN WESTLAKE, TEXAS.**

**WHEREAS**, the Town of Westlake is experiencing planned growth through the attraction of economic development projects such as Fidelity Investments and Deloitte University, residential developments such as Vaquero, Glenwyck Farms, Terra Bella, and Granada which are consistent with the Town's Comprehensive Plan, as well as enrollment growth at Westlake Academy, all of which contribute to demand for improvements to Westlake's infrastructure and public buildings, and

**WHEREAS**, the Town of Westlake (Town) and Maguire Partners, L.P. (the Developer) desire to enter into a partnership to continue this planned growth through a development agreement which sets out responsibilities for the Developer as a part of their development known as Granada (the zoning for which was approved in Ordinance 693 approved on February 25, 2013) regarding off-site costs, the need for which are created by the Granada development, including Solana Boulevard improvements, traffic signals, contributions for Westlake Academy, as well as maintenance of public and private open spaces/amenities in and adjacent to said Granada development, and

**WHEREAS**, the Town has an economic development policy adopted by Resolution 06-19 and has (per Resolution 13-09 approved on February 25, 2013) made commitments according to certain terms and conditions in an economic development agreement approved under this economic development policy for Town participation in FM 1938 Streetscape Improvements per the Town's FM1938 Streetscape Plan adjacent to Granada; and

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

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

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

**SECTION 2:** THAT, the Town Council of the Town of Westlake, Texas, hereby approves the Development Agreement with the Developer attached hereto as *Exhibit "A"*; and further authorizes the Town Manager to execute said agreement on behalf of the Town of Westlake.

**SECTION 3:** If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions

hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

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

**PASSED AND APPROVED ON THIS 17<sup>th</sup> DAY OF JUNE, 2013.**

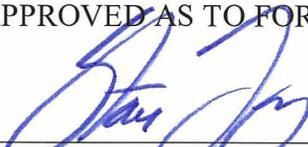
ATTEST:

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

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

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

APPROVED AS TO FORM:

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



Approved by Town of Westlake Resolution No. 13-25

## **EXHIBIT A**

### **CENTURION AMERICAN, INC. DEVELOPMENT AND SUBDIVISION IMPROVEMENT AGREEMENT**

Agreement between the Town of Westlake, Texas, (the “Town”), Maguire Partners-Solana L.P. (the “Developer”), as sole owner and Developer of the property generally located on the east side of FM 1938, south of Solana Blvd. and north of Dove Rd. shown on the Granada Boundary Description and Map, Attachment “A”, attached hereto and incorporated herein by reference. This agreement concerns the development of a residential community approved on February 25, 2013 by Ordinance No. 693 and Resolution No. 13-09 for Planning Area 1-3 (“PD 1-3”), more commonly known as the “development” and provisions for the installation of certain public improvements to support the development, easements and community facilities (the “improvements”) located therein; and for the assurance of completion and maintenance thereof.

This Agreement shall solely relate to the development of PD 1-3 as has been determined by the submittal and approval of the Developer’s Zoning and Site Plan approved February 25, 2013 by Ordinance No. 693 and Resolution No. 13-09.

#### **SECTION 1: DEFINITIONS**

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

Agreement shall mean this Development Agreement between the Town of Westlake and Centurion American, Inc.

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

Custom Home shall mean a home that is built by a custom builder specifically designed to meet custom specifications unique to each home.

Developer shall mean the Developer and/or its Affiliates or assigns.

Granada shall mean the single family detached residential development depicted on the Granada Boundary Description and Map, Attachment “A”, 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 gross density of approximately .91 du/ac.

Town means the Town of Westlake, Texas, and its officials assigned by the Town Manager to review and approve submittals in accordance with the Town of Westlake Code of Ordinances and published standards, restrictions, rules and regulations.

## SECTION 2 GENERAL REQUIREMENTS FOR THE DEVELOPER

- A. Completion Date of Development. The Developer covenants with the Town that all required public improvements (infrastructure and common area improvements) to be completed by the Developer hereunder, shall be completed no later than five (5) years following the date of issuance of a notice to proceed for Phase 1 and Phase 2 of the Development per the Preliminary Plan pages PP4 and PP5.
- B. Completion of Agreement. This Agreement shall not be considered complete until:
1. Record drawings for all streets and utilities including street lighting in the development, certified by the Developer Engineer, are filed with the Town Engineer and provided as follows:
    - b. Three (3) sets of record drawings,
    - c. One (1) set of mylars,
    - d. Digital record drawings with GIS spatial data and coordinates compatible with the latest version of ArcView/ArcGIS
    - e. Digital record drawings compatible with the latest version of AutoCAD.
  2. The Developer has fulfilled the requirements as specified in Section 4.B, Agreement to Escrow, of this agreement.
  3. The Town has issued a letter of acceptance and it has been filed as described in Section 2.C, Covenant Running with Land, of this agreement.
- 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 the improvements are complete and the Town Engineer provides a letter of acceptance of said improvements. At that time only the maintenance and other continuing obligations continue to bind all successors, heirs and assignees. In addition, this Agreement and the letter of acceptance for the improvements shall be filed on record in the Deed Records of Tarrant County, Texas as evidence thereof.
- D. Security for Completion of Public Improvements and Residential Lots. The Developer shall obtain a performance bond with the Town as co-obligee from the

general contractor and subcontractors to ensure completion of the required public improvements to be completed by the Developer, as stipulated in this Agreement, and assign such performance bond to the Town or cause the Town to be a co-obligee. The performance bond shall be in the amount of 100 percent of the funds estimated by the Town Engineer to be necessary to pay for all public and private infrastructure (excluding gas, electric, and telecommunications) according to approved plans. The bond amount shall be reduced on a prorata basis as the improvements are accepted by the Town Engineer as evidenced by a letter of acceptance. The Developer will have forty-five (45) calendar days to provide the performance bond from the date of approval of construction plans.

- E. Temporary Improvements. If temporary improvements related to this development are required by existing ordinances, statute or federal law, the Developer shall enter into and file a separate improvements agreement and escrow, or provide an authorized letter of credit, in an appropriate amount to ensure the proper construction, maintenance and removal of the temporary improvements. The Developer shall build and pay for all costs of temporary improvements required by the Town and shall maintain those improvements for the period specified by the Town. In addition to the foregoing, the Developer shall pay for a geotechnical site assessment and environmental assessment for all temporary accesses to the development. Any temporary road or roads to be constructed by the Developer to provide temporary access must comply with Town standards.
- F. 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.
- G. Contractor Approval. On all public improvements for which the Developer awards its own construction contract(s), the Developer must employ a construction contractor that meets the Town's regulatory standards and statutory requirements for being insured, licensed and bonded to do work in public streets and/or public projects and be qualified in all respects to bid on public streets and upon public projects of similar nature, as the case may be.
- H. 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.
- I. Upkeep of Property While in Development. The Developer will be responsible for mowing all grass and weeds and otherwise reasonably maintaining all land within the Development which has not been sold to third parties. After fifteen (15)

calendar days written notice, should the Developer fail in this responsibility, the Town may contract for this service and bill the Developer for reasonable costs. Should the costs remain unpaid for thirty (30) calendar days after notice, the Town may file a lien on the property so maintained.

- J. 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.
- K. Homeowners Association. The Developer shall establish a Homeowners Association for the development with By-laws and regulations consistent with this Agreement and the Town's pertinent Ordinances and Development Codes. The Developer shall submit the organization documents to the Town Attorney for verification of the inclusion of pertinent terms of this Agreement 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 or the Homeowners Association shall be responsible for maintaining all private streets, private infrastructure, and private and public common areas, open spaces and facilities, and for enforcing the restrictions, covenants, and conditions.

### SECTION 3 CONSTRUCTION PROCEDURES FOR THE DEVELOPER

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

must remain on the job site at all times.

5. A complete list of the contractors, their representatives on the site, and telephone numbers where a responsible party may be reached at all times must be submitted to the Town.
6. All applicable fees must be paid to the Town.
7. The Developer or contractor must furnish to the Town an insurance policy of general liability in the amount of \$1,000,000 naming the Town as additional insured, prior to the commencement of any work within the development, or construction of the improvements by the Developer or contractor.

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

E. Commencement of Excavation. The Developer may commence excavation for residential development upon the earlier date of the Town Engineer issuing comments for his initial review of the Engineering Plans or not sooner than ten (10) days following submission of the Engineering Plans, which shall include submission of the Mass Grading Construction Plans.

F. Initial Allotment of Building Permits. The Developer will be allowed up to eight (8) building permits upon acceptance of water, sanitary sewer, and roadway infrastructure improvements or as determined by the Town Manager or his designee. However, no Certificates of Occupancy for these eight (8) will be issued until all public infrastructure has been completed and accepted and all private infrastructure been completed.

#### SECTION 4 DEVELOPER'S OBLIGATION

A. Open Space and Lighting Plan

1. The Developer shall submit to the Town Manager, or his designee, a Landscape, Open Space and Lighting Plan that complies with all Town Ordinances, Codes, rules and regulations. Upon review by the Town Manager, or his designee, the Town Manager may approve or deny the submittal or refer the submittal to P&Z and or Council for review and approval.
2. The Developer shall construct, maintain and be responsible for any and all

costs associated with, and necessary to provide open space improvements included in the Town approved Landscape, Open Space and Lighting Plan. Plans for the improvements must be submitted to the Town Manager for approval before work is commenced. In addition to any other improvements to be constructed and maintained by the Town's ordinances, rules and regulations, the Developer covenants to construct the following improvements which shall be solely the Developer's cost:

- a. Eight feet (8') wide concrete hike and bike trails to connect and surround the entire development as depicted on the Landscape, Open Space and Lighting Plan

B. Agreement to Escrow

Within forty-five (45) calendar days of construction plan approval, the Developer shall escrow funds as stipulated to complete the design and construction necessary to support roadway and signalization improvements listed herein.

1. Thoroughfare and Signal Improvements

a. Traffic Study

The traffic study shall include estimated completion costs which shall be reviewed and will require the approval of the Town in order to determine escrow amounts for future improvements described in this Sub-section 3.

Prior to the approval of a Preliminary Plat, the Developer shall pay for and conduct a traffic study to be performed by a mutually agreed upon Engineer for the design and construction of the following improvements:

- (i) Solana Boulevard;
- (ii) Traffic signal at FM 1938/Davis Blvd and Solana Boulevard
- (iii) Traffic signal at the intersection of Solana Blvd and the unnamed road which will serve as the main entry into the development and which will be designed to line up with the main entry off Solana Blvd. to PD 1-2 "Entrada".

2. Solana Blvd.

Within forty-five (45) calendar days of construction plan approval, the Developer shall place into escrow funds or equivalent letter of credit or performance bond in form and substance reasonably acceptable to the Town as the Town deems sufficient to design and construct twelve percent (12%) of the cost estimated in the traffic study for Solana Blvd. improvements, Attachment "D", necessary to accommodate traffic volumes as described in the traffic study. Should escrowed amount, letter of credit,

or performance bond that is provided by the Developer, as estimated in Attachment “E”, be deemed insufficient to at the time of construction to complete the required improvements, the Developer shall provide additional funds to cover the difference between the actual and estimated costs.

3. Traffic Signal – FM 1938/Davis Blvd. and Solana Blvd.  
Within forty-five (45) calendar days of construction plan approval, the Developer shall place into escrow funds or equivalent letter of credit or performance bond in form and substance reasonably acceptable to the Town as the Town deems sufficient to design and construct twelve percent (12%) of the cost estimated in Attachment “E” necessary to complete the improvements identified in the traffic study. Attachment “D”, for traffic signals at the intersection of FM 1938/Davis Blvd. and Solana Blvd. Should escrowed amount, letter of credit, or performance bond that is provided by the Developer, as estimated in Attachment “E”, be deemed insufficient to at the time of construction to complete the required improvements, the Developer shall provide additional funds to cover the difference between the actual and estimated costs.
4. Traffic Signal – Solana Blvd and unnamed road into Granada and Entrada  
Within forty-five (45) calendar days of construction plan approval, the Developer shall place into escrow funds or equivalent letter of credit or performance bond in form and substance reasonably acceptable to the Town as the Town deems sufficient to design and construct twelve percent (12%) of the cost estimated in Attachment “E” necessary to complete the improvements identified in the traffic study. Attachment “D”, at the intersection of Solana Blvd. and the unnamed road which shall enter into PD 1-3 “Granada” and PD 1-2 “Entrada”. Should escrowed amount, letter of credit, or performance bond that is provided by the Developer, as estimated in Attachment “E”, be deemed insufficient to at the time of construction to complete the required improvements, the Developer shall provide additional funds to cover the difference between the actual and estimated costs.
5. Traffic Signal – Solana Blvd and SH 114 - Within forty-five (45) calendar days of construction plan approval, the Developer shall place into escrow funds or equivalent letter of credit or performance bond in form and substance reasonably acceptable to the Town as the Town deems sufficient to design and construct twelve percent (12%) of the cost estimated in Attachment “E” necessary to complete the improvements identified in the traffic study for traffic signals, Attachment “D”, at the intersection of Solana Blvd. and SH 114. Should escrowed amount, letter of credit, or performance bond that is provided by the Developer, as estimated in Attachment “E”, be deemed insufficient to at the time of construction to complete the required improvements, the Developer shall provide additional funds to cover the difference between the actual and estimated costs.
6. Signalization Warrants  
The Town shall cause the signalization improvements to be constructed at such time as warranted according to TXDOT warrant standards and the

approval of the Town Manager.

D. Maintenance of Improvements

1. The Developer and/or Homeowners Association 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 by:
  - a. the east curb of FM 1938/Davis Blvd to the subdivision masonry wall paralleling FM 1938/Davis Blvd.;
  - b. the north curb of Dove Rd. to the subdivision masonry wall paralleling Dove Rd.;
  - c. the east development boundary to the subdivision wrought iron paralleling the eastern property boundary; and
  - d. the southern curb of Solana Blvd to the subdivision masonry wall paralleling Solana Blvd.
2. All trails, as shown on the Landscape, Open Space and Lighting Plan, whether built on public rights-of-way or Developer's property, will be publicly accessible and privately maintained and shall be platted as public access easements.

E. Streetscape Improvements

1. Streetscape improvements on FM 1938/Davis Blvd., Solana Blvd. and Dove Rd. shall be submitted with the Landscape, Open Space and Lighting Plan and shall comply with the Streetscape Plan prepared by Schrickel Rollins (SRA) attached hereto as Attachment "B".
  - a. Streetscape improvements shall be completed prior to approval of a Final Plat or satisfaction of requirements in Section 2.D.
  - b. Construction plans for streetscape improvements shall be approved by the Town Manager or his designee prior to the beginning of construction

F. Custom Homes

All homes in Granada shall be Custom Homes as defined in Section 1 of this Agreement.

G. Lot Landscaping

The Developer shall require that the homebuilders in the development be responsible for providing landscaping for each individual lot as required by the Town's Code of Ordinances.

H. Amenities

1. All subdivision signing and associated landscaping shall comport to the approved Concept Plan, and must be approved by the Town prior to construction. All subdivision signing will be owned and maintained by the HOA.
2. Culverts, where required, shall consist of stone-faced construction and shall be approved by the Town as set forth in the Town of Westlake's Code of Ordinances.

I. Westlake Academy Impact

1. As set forth in the Economic Developer's Agreement approved by Town Council Resolution 13-09, the Developer agrees to pay to the Town the sum of \$10,000 for each residential lot depicted on the approved Concept Plan for Granada, attached hereto as Attachment "C" which shall be used for the benefit of the Westlake Academy.
  - a. the amount of payment will be calculate by multiplying the total number of lots depicted on each approved final plat by \$10,000;
  - b. the amount for each final plat being due and payable to the Town prior to the signing of the final plat with said date for signing of the final plat not occurring more than thirty (30) calendar days after the final plat is approved by the Town.
  - c. Delaved and/or insufficient commitments of these payments will affect reimbursement to Developer in Section 7.

J. Reimbursement of Legal and/or Consulting fees

1. The Developer shall reimburse the Town for actual costs of legal and/or consulting fees incurred by the Town related to the preparation and review of this Agreement, and all other related documents deemed necessary by the Town related to the Development.
2. Such reimbursement of fees are due and payable by the Developer upon receipt.
3. Delaved and/or insufficient reimbursement of these legal and/or consulting fees will affect reimbursement to Developer under Section 7 of this Agreement.

## SECTION 5 TOWN'S OBLIGATIONS

### A. Streetscape Improvements Reimbursement

1. Contingent upon the Developer fully funding its commitments for any improvements stipulated in the Town approved Development Agreement described in Section 5.2.(a), (b), and (c) of the Economic Development Agreement dated April 22, 2013, 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 "B". Construction plans for streetscape improvements shall be approved by the Town Manager or his designee prior to the Developer 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 Developer supporting this cost reimbursement. Construction of streetscape improvements shall begin within sixty (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.
2. The reimbursement sum by the Town shall be for actual cost, not exceed \$1,400,000.
3. The streetscape improvement reimbursement shall occur following the completion of all streetscape improvements and acceptance by the Town Engineer with the Town being provided invoices from subcontractors, contract(s), and itemized invoice by the Developer supporting this cost reimbursement.
4. Construction plans for streetscape improvements shall be approved by the Town Manager or his designee prior to the Developer beginning construction. Construction of streetscape improvements shall begin within sixty (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. Streetscape improvements shall be completed within one (1) year following approval of streetscape

construction plans by the Town and must be completed prior to the approval of a Final Plat.

B. Parkland Dedication Fees

Because of the significant privately owned and maintained open space provided by the Developer for this Development, the Town agrees to waive its park land dedication fees due and payable for this Development as set out in the Economic Developer's Agreement approved by Town Council Resolution 13-09.

SECTION 6 DEFAULT, TERMINATION AND FAILURE BY THE DEVELOPER TO MEET VARIOUS DEADLINES AND COMMITMENTS.

A. Failure to Pay Town Taxes or Fees

An event of default shall occur under this Agreement if any legally-imposed Town taxes or fees owed on or generated by the Development become delinquent and the Developer or the Affiliate does not either pay such taxes or follow the legal procedures for protest and/or contest of any such taxes. In this event, the Town shall notify the Developer in writing and the Developer shall have sixty (60) calendar days to cure such default. If the default has not been fully cured by such time, the Town shall have the right to terminate this Agreement immediately by providing written notice to the Developer and shall have all other rights and remedies that may be available to it under the law or in equity.

B. Violations of Town Code, State or Federal Law

An event of default shall occur under this Agreement if any written citation is issued to the Developer or an Affiliate due to the occurrence of a violation of a material provision of the Town Code in the Development (including, without limitation, any violation of the Town's Building or Fire Codes, and any other Town Code violations related to the environmental condition of the Development, or to matters concerning the public health, safety or welfare) and such citation is not paid or the recipient of such citation does not properly follow the legal procedures for protest and/or contest of any such citation. An event of default shall occur under this Agreement if the Town is notified by a governmental agency or unit with appropriate jurisdiction that the Developer or an Affiliate, or any successor in interest thereto or any third party with access to the Development pursuant to the express or implied permission of the Developer or an Affiliate, or any a successor in interest thereto, is in violation of any material state or federal law, rule or regulation on account of the Development, improvements in the Development or any operations thereon (including, without limitation, any violations related to the environmental condition of the Development; the environmental condition on other land or waters which is attributable to

operations of the Development; or to matters concerning the public health, safety or welfare). Upon the occurrence of such default, the Town shall notify the Developer in writing and the Developer shall have (i) thirty (30) calendar days to cure such default or (ii) if the Developer has diligently pursued cure of the default but such default is not reasonably curable within thirty (30) calendar days, then such amount of time that the Town reasonably agrees is necessary to cure such default. If the default has not been fully cured by such time, the Town shall have the right to terminate this Agreement immediately by providing written notice to the Developer and shall have all other rights and remedies that may be available to under the law or in equity.

C. General Breach

Unless stated elsewhere in this Agreement, the Developer shall be in default under this Agreement if the Developer breaches any term or condition of this Agreement. In the event that such breach remains uncured after thirty (30) calendar days following receipt of written notice from the Town referencing this Agreement (or, if the Developer has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than thirty (30) calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure, as determined by both Parties mutually and in good faith), the Town shall have the right to terminate this Agreement immediately by providing written notice to the Developer.

SECTION 7. NO INDEPENDENT CONTRACTOR OR AGENCY RELATIONSHIP

It is expressly understood and agreed that the Developer shall not operate as an independent contractor or as an agent, representative or employee of the Town. The Developer shall have the exclusive right to control all details and day-to-day operations relative to its operations and obligations that it is required to perform under the Agreement and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. The Developer acknowledges that the doctrine of *respondeat superior* will not apply as between the Town and the Developer, its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. The Developer further agrees that nothing in this Agreement will be construed as the creation of a Developer or joint enterprise between the Town and the Developer.

## SECTION 8 INDEMNIFICATION

*THE DEVELOPER, AT NO COST OR LIABILITY TO THE TOWN, AGREES TO DEFEND, INDEMNIFY AND HOLD THE TOWN, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AGENTS, ATTORNEYS, SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO THE DEVELOPER' BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) THE DEVELOPER' BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT; OR (ii) ANY ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF THE DEVELOPER, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE TOWN, OR ITS EMPLOYEES, OFFICERS, AGENTS, ASSOCIATES, CONTRACTORS OR SUBCONTRACTS), OR SUBCONTRACTORS DUE OR RELATED TO, FROM, OR ARISING FROM OPERATION AND CONDUCT OF ITS OPERATIONS AND OBLIGATIONS OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT.*

## SECTION 9 INDEMNITY AGAINST DESIGN DEFECTS

*APPROVAL OF THE TOWN ENGINEER OR OTHER TOWN EMPLOYEE, OFFICIAL, CONSULTANT, EMPLOYEE, OR OFFICER OF ANY PLANS, DESIGNS OR SPECIFICATIONS SUBMITTED BY THE DEVELOPER UNDER THIS AGREEMENT SHALL NOT CONSTITUTE OR BE DEEMED TO BE A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF THE DEVELOPER, ITS ENGINEER, CONTRACTORS, EMPLOYEES, OFFICERS, OR AGENTS FOR THE ACCURACY AND COMPETENCY OF THEIR DESIGN AND SPECIFICATIONS. SUCH APPROVAL SHALL NOT BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY OR LIABILITY BY THE TOWN FOR ANY DEFECT IN THE DESIGN AND SPECIFICATIONS PREPARED BY THE CONSULTING ENGINEER, HIS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES, IT BEING THE INTENT OF THE PARTIES THAT APPROVAL BY THE TOWN ENGINEER OR OTHER TOWN EMPLOYEE, OFFICIAL, CONSULTANT, OR OFFICER SIGNIFIES THE TOWN APPROVAL OF ONLY THE GENERAL DESIGN CONCEPT OF THE IMPROVEMENTS TO BE CONSTRUCTED. IN THIS CONNECTION, THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE TOWN, ITS OFFICIALS, OFFICERS, AGENTS,*

***SERVANTS AND EMPLOYEES, FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS WHICH MAY ARISE OUT OF ANY DEFECT, DEFICIENCY OR NEGLIGENCE OF THE ENGINEER DESIGNS AND SPECIFICATIONS INCORPORATED INTO ANY IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH, AND THE DEVELOPER SHALL DEFEND AT HIS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE TOWN, ITS OFFICIALS, OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, OR ANY OF THEM, ON ACCOUNT THEREOF, TO PAY ALL EXPENSES AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM, COLLECTIVELY OR INDIVIDUALLY, PERSONALLY OR IN THEIR OFFICIAL CAPACITY, IN CONNECTION HEREWITH.***

#### SECTION 10 NOTICES

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery.

#### SECTION 11 ASSIGNMENT AND SUCCESSORS

The Developer may at any time assign, transfer or otherwise convey any of its rights or obligations under this Agreement to an Affiliate without the approval of the Town so long as The Developer, the Affiliate and the Town first execute an agreement approved by the Town Council of the Town under which the Affiliate agrees to assume and be bound by all covenants and obligations of The Developer under this Agreement. Otherwise, The Developer may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the prior consent of the Town Council, which said consent may be withheld at the Town's sole discretion, conditioned on (i) the prior approval of the assignee or successor and a finding by the Town Council that the proposed assignee or successor is financially capable of meeting the terms and conditions of this Agreement and (ii) prior execution by the proposed assignee or successor of a written agreement with the Town under which the proposed assignee or successor agrees to assume and be bound by all covenants and obligations of The Developer under this Agreement. Any attempted assignment without the Town Council's prior consent shall constitute a breach and be grounds for termination of this Agreement and following receipt of written notice from the Town to The

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

## SECTION 12 COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS

This Agreement will be subject to all applicable Federal, State and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the Town's codes and ordinances, as amended.

## SECTION 13 GOVERNMENTAL POWERS

It is understood that by execution of this Agreement, the Town does not waive or surrender any of its governmental powers or immunities that are outside of the terms, obligations, and conditions of this Agreement.

## SECTION 14 NO WAIVER

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

## SECTION 15 VENUE AND JURISDICTION

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

## SECTION 16 NO THIRD PARTY RIGHTS

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

## SECTION 17 FORCE MAJEURE

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligation hereunder, other than those obligations contained

in Sections 5.2.a of this Agreement, is delayed by reason of war, civil commotion, acts of God, inclement weather that prohibits compliance with any portion of this Agreement, or other circumstances which are reasonably beyond the control or knowledge of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such party was delayed.

#### SECTION 18 INTERPRETATION

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

#### SECTION 19 SEVERABILITY CLAUSE.

It is hereby declared to be the intention of the Parties that sections, paragraphs, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared unconstitutional or illegal by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Agreement since the same would have been executed by the Parties without the incorporation in this Agreement of any such unconstitutional phrase, clause, sentence, paragraph or section. It is the intent of the Parties to provide the economic incentives contained in this Agreement by all lawful means.

#### SECTION 20 CAPTIONS

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

#### SECTION 21 ENTIRETY OF AGREEMENT

This Agreement, including any attachments attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Town and The Developer, and any lawful assign and successor of The Developer, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary

herein, this Agreement shall not be amended unless executed in writing by both parties and approved by the Town Council of the Town in an open meeting held in accordance with Chapter 551 of the Texas Government Code.

**SECTION 22 COUNTERPARTS**

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

**EXECUTED** as of the last date indicated below:

**TOWN OF WESTLAKE:**

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

By: MMM Ventures, LLC, its general partner

By: 2M Ventures, LLC, its manager

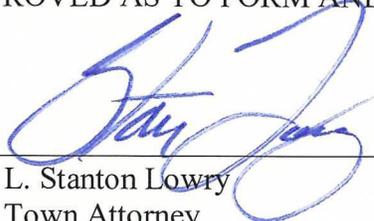
By:   
Thomas E. Brymer  
Town Manager

By:   
Medrdad Moayed

Date: June 14, 2013

Date: June 17, 2013

**APPROVED AS TO FORM AND LEGALITY:**

By:   
L. Stanton Lowry  
Town Attorney

**ATTACHMENTS**

**“A” – Granada Boundary Description and Map**

**“B” – Schrickel Rollins FM 1938 StreetScape Master Plan**

**“C” – Granada Concept Plan**

**“D” – Traffic Impact Analysis - Westlake Entrada & Granada- Summary and Exhibits 10-11**

**“E” – Engineer’s Opinion of Probable Cost for Solana Blvd.**

**EXHIBIT A-1 Legal Description of PD District**

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 1/2 inch iron rod found with Graham cap at the end of said curve;

Exhibit A  
Resolution 13-25

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.

MARY LOUISE GARCIA

COUNTY CLERK



RES 13-25

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

TOWN OF WESTLAKE  
301 SOLANA BLVD  
BUILDING 4 STE 4202  
WESTLAKE, TX 76262

Submitter: TOWN OF WESTLAKE

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 10/5/2016 12:15 PM

Instrument #: D216234294

OPR 23 PGS \$100.00

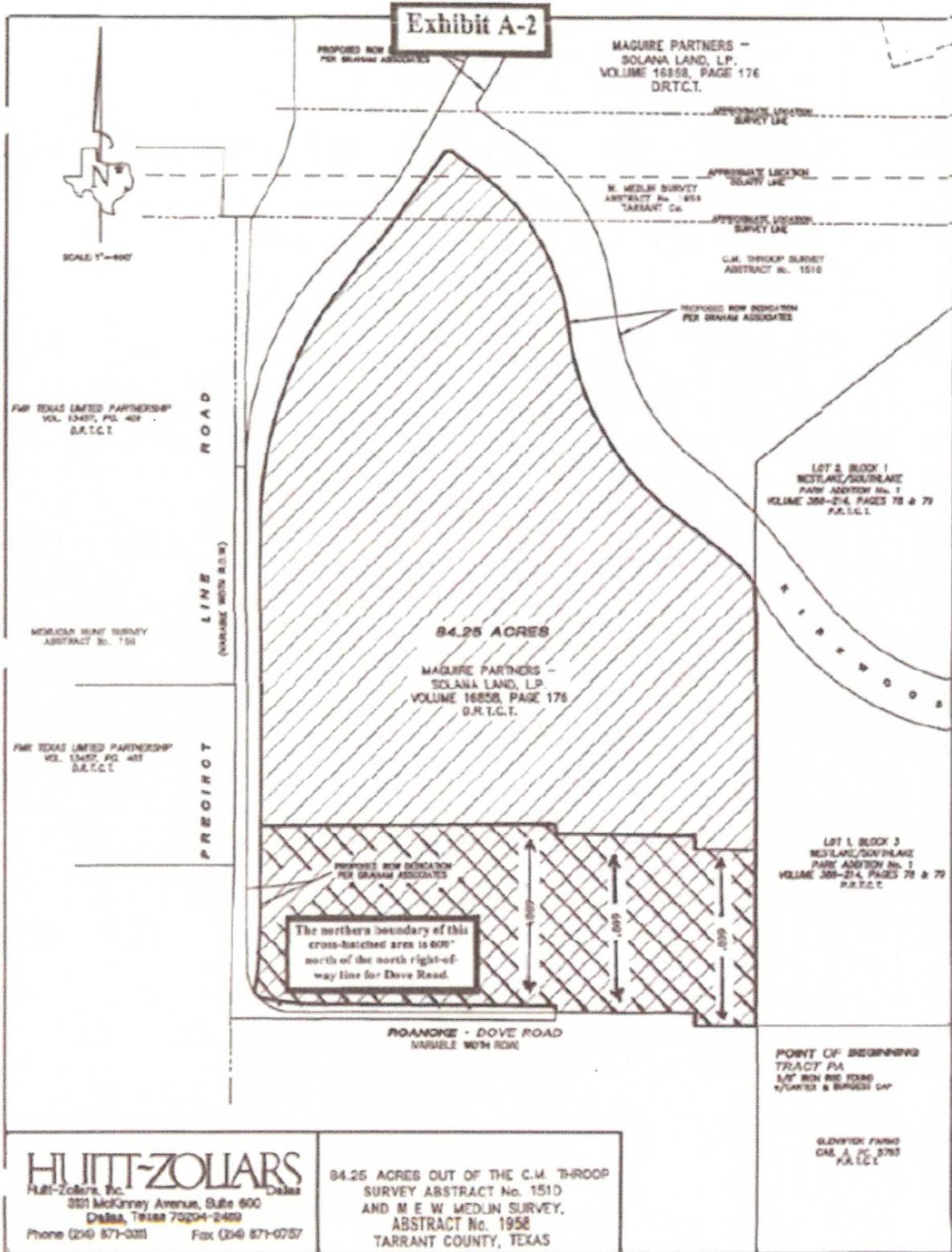
By: \_\_\_\_\_

*Mary Louise Garcia*

D216234294

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.

Exhibit A  
Resolution 13-25



**Exhibit B**  
**Resolution 13-25**

*F.M. 1938 Corridor Master Plan*  
*Town of Westlake*



9.23.2011



## Acknowledgements

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Mayor: Laura Wheat

Town Council: Clifton Cox

David Levitan

Rick Rennhack

Tim Brittan

Carol Langdon

Staff: Thomas E. Brymer, Town Manager

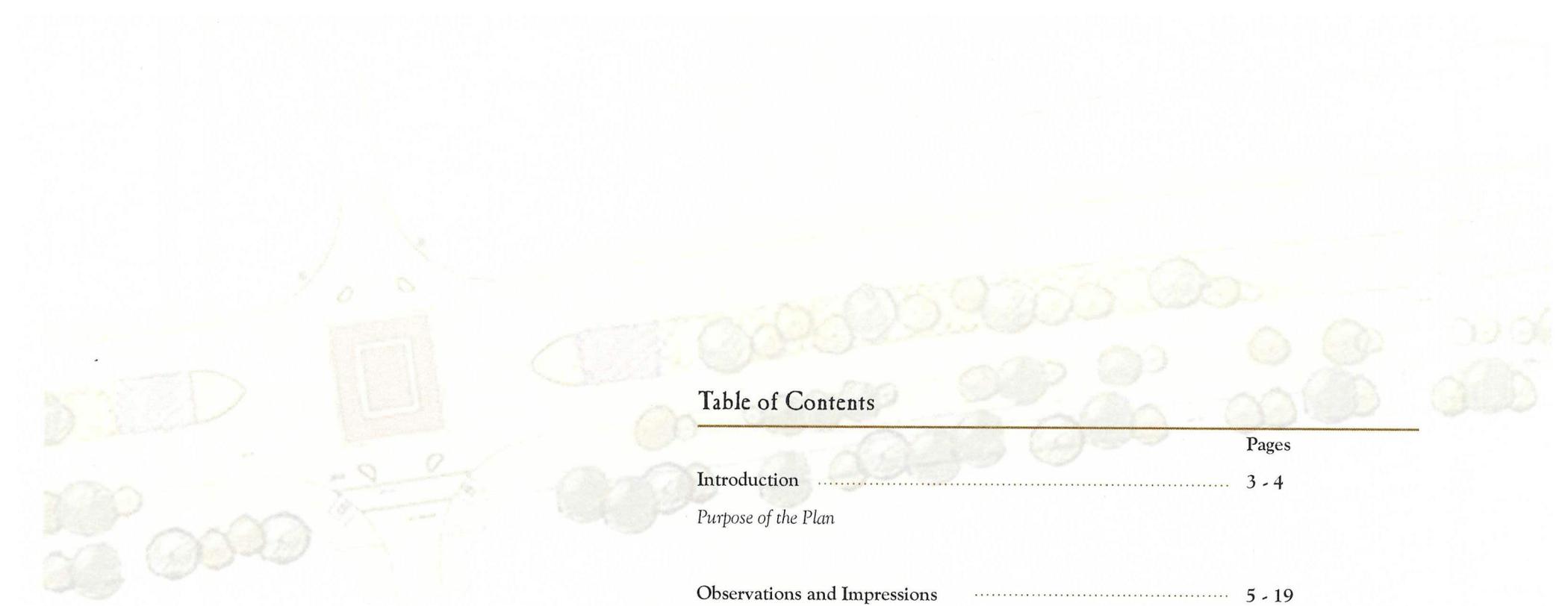
Jarrod Greenwood, Public Works Superintendent

Consultant Team: Schrickel, Rollins and Associates, Inc.

TOWNSCAPE, Inc.

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<i>TxDOT Standards within the Corridor</i>	
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Placemaking Elements .....	28 - 32
Master Plan .....	<i>Inserted</i>

## 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:

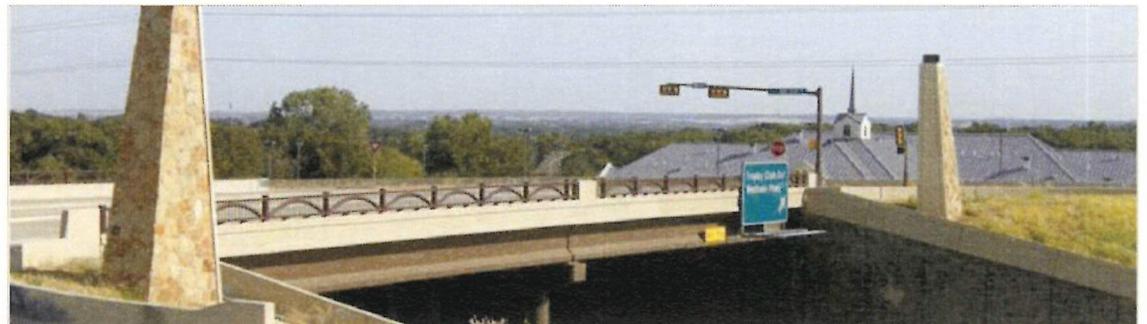
- Create a pedestrian realm that is safe and inviting along F.M. 1938 with the creation of a conceptual plan that addresses- public art, pedestrian amenities, hardscape, accessibility, landscape, gateway monuments, and wayfinding.
- Creating a unique identity for the corridor by drawing inspiration from 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

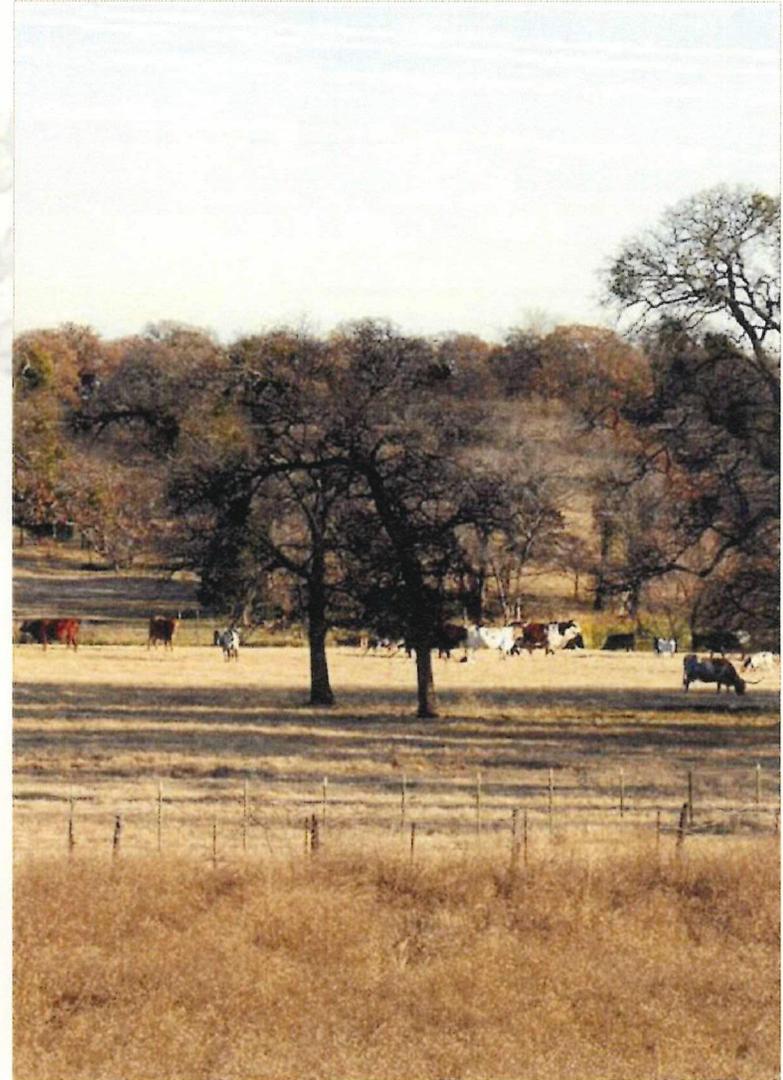
- Native sandstone
- Native fossilized limestone
- Large river cobbles
- Hand wrought iron
- Color accents
- Texas native trees, shrubs and grasses in bold rhythmic patterns
- Pure geometries- timeless classic forms
- Westlake "brand" repeated in architectural and hardscape elements



*Wooded Parkway: SH114 to Dove Road*

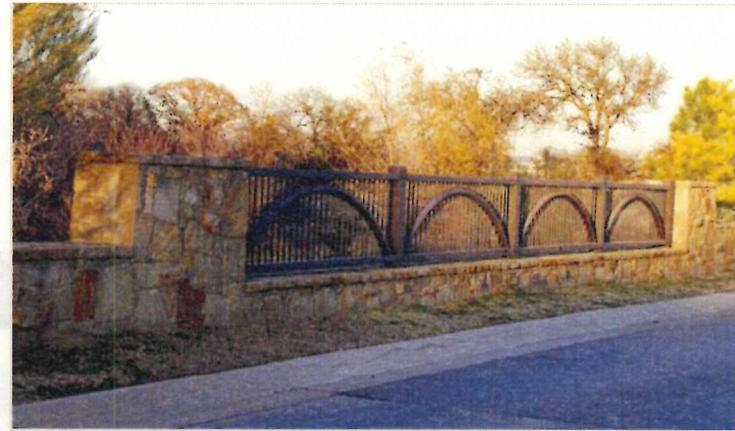


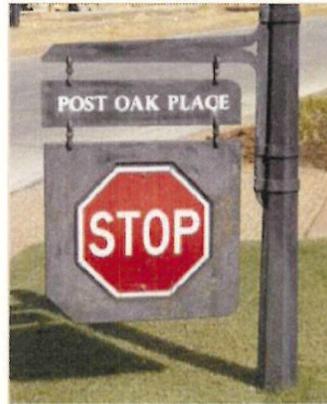
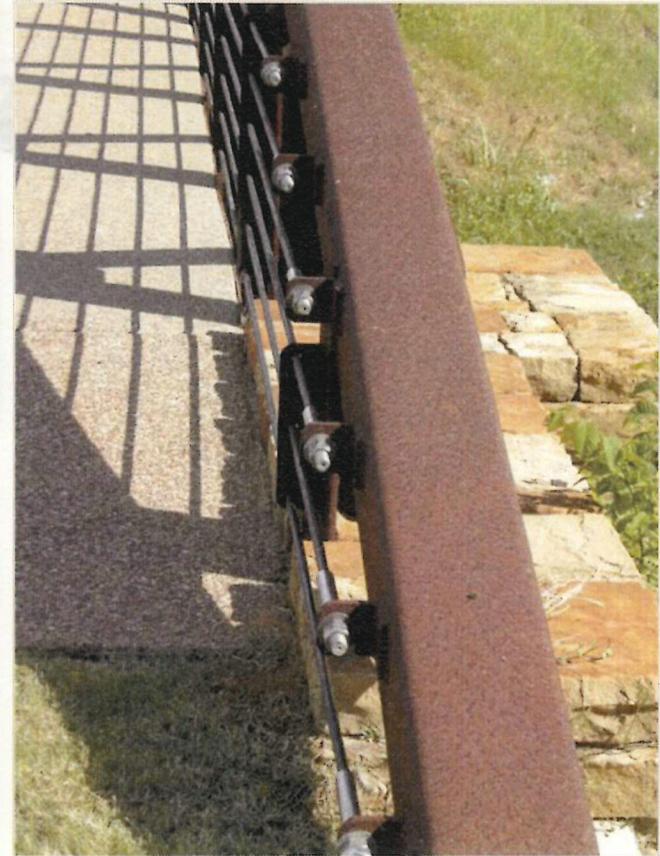
*Ranch Savannah: Dove Road to Randol Mill*

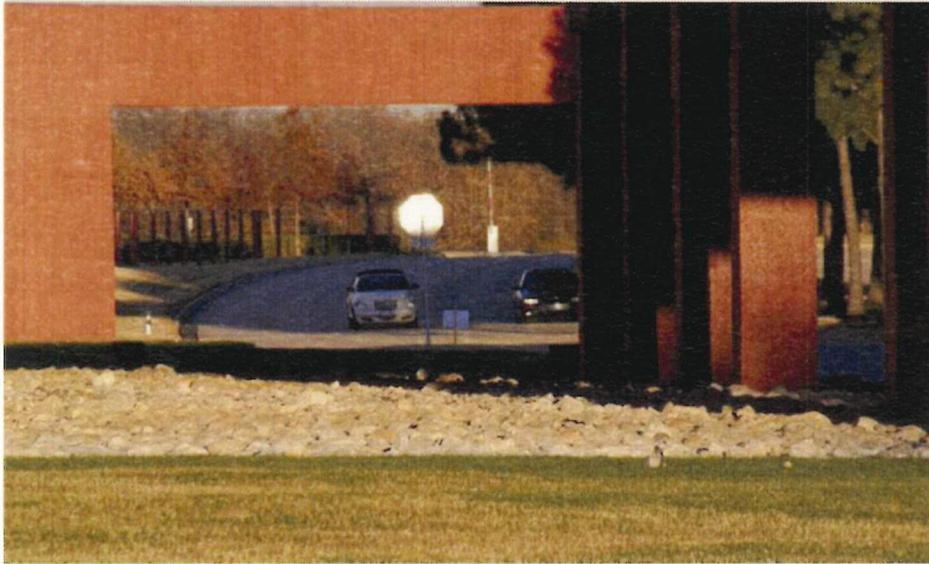
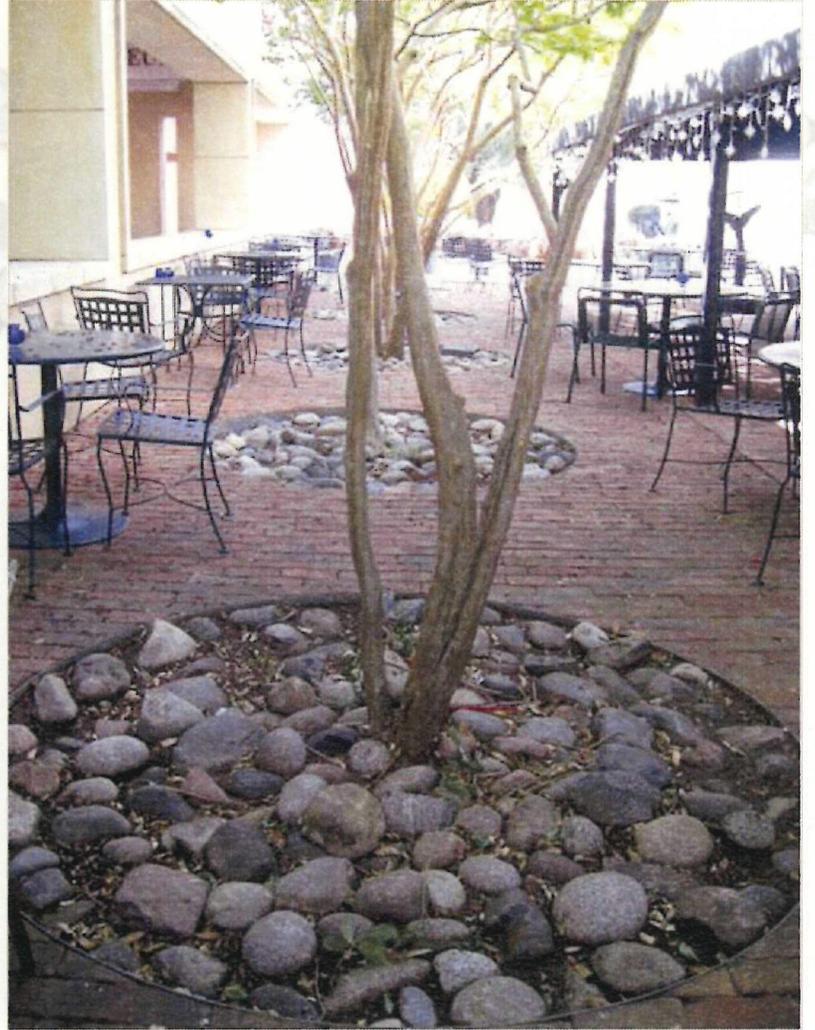


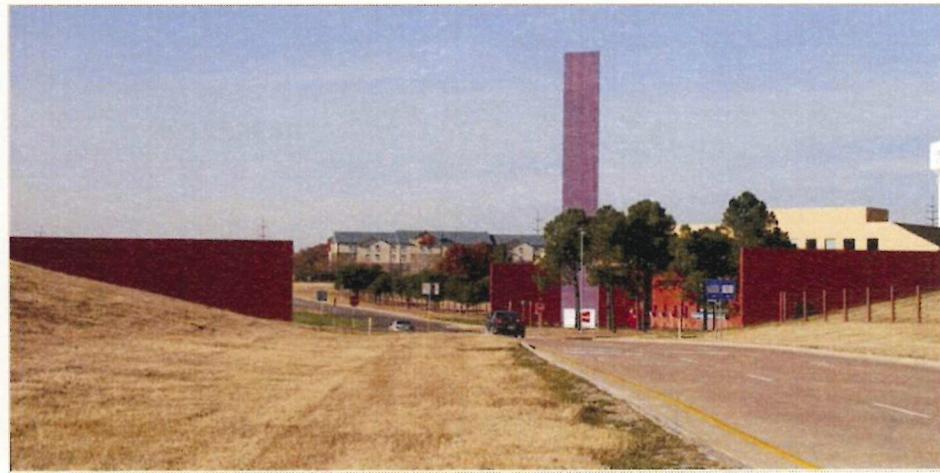
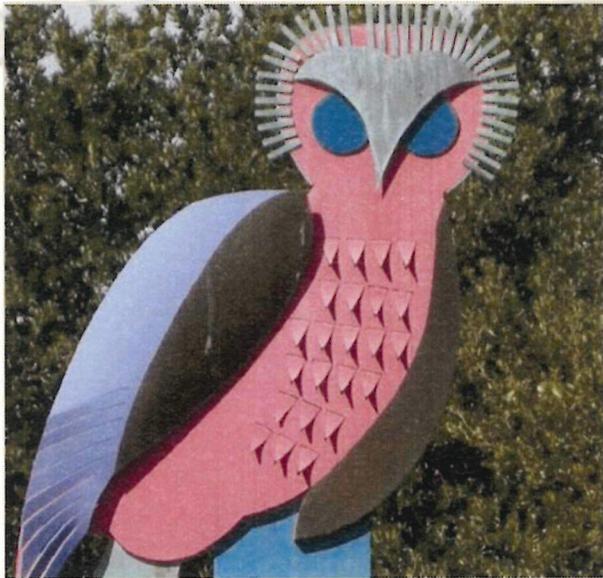
*Ranch Savannah: Dove Road to Randol Mill*



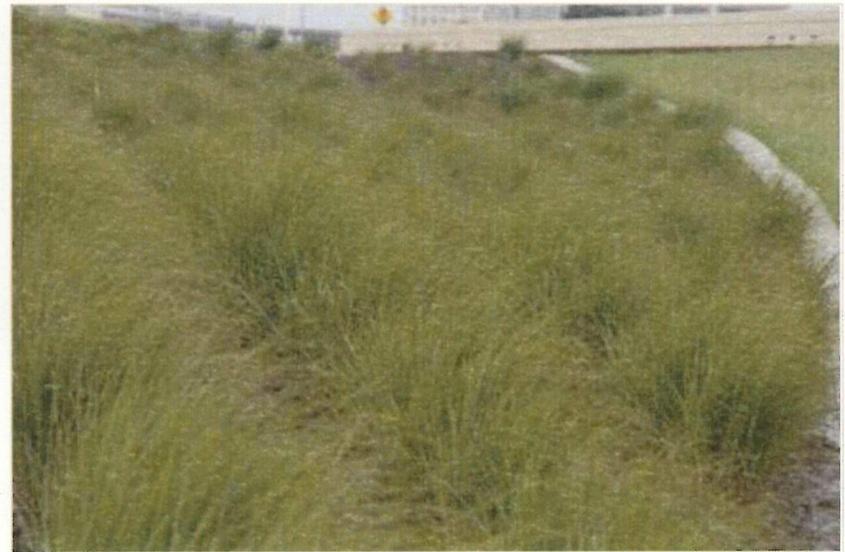








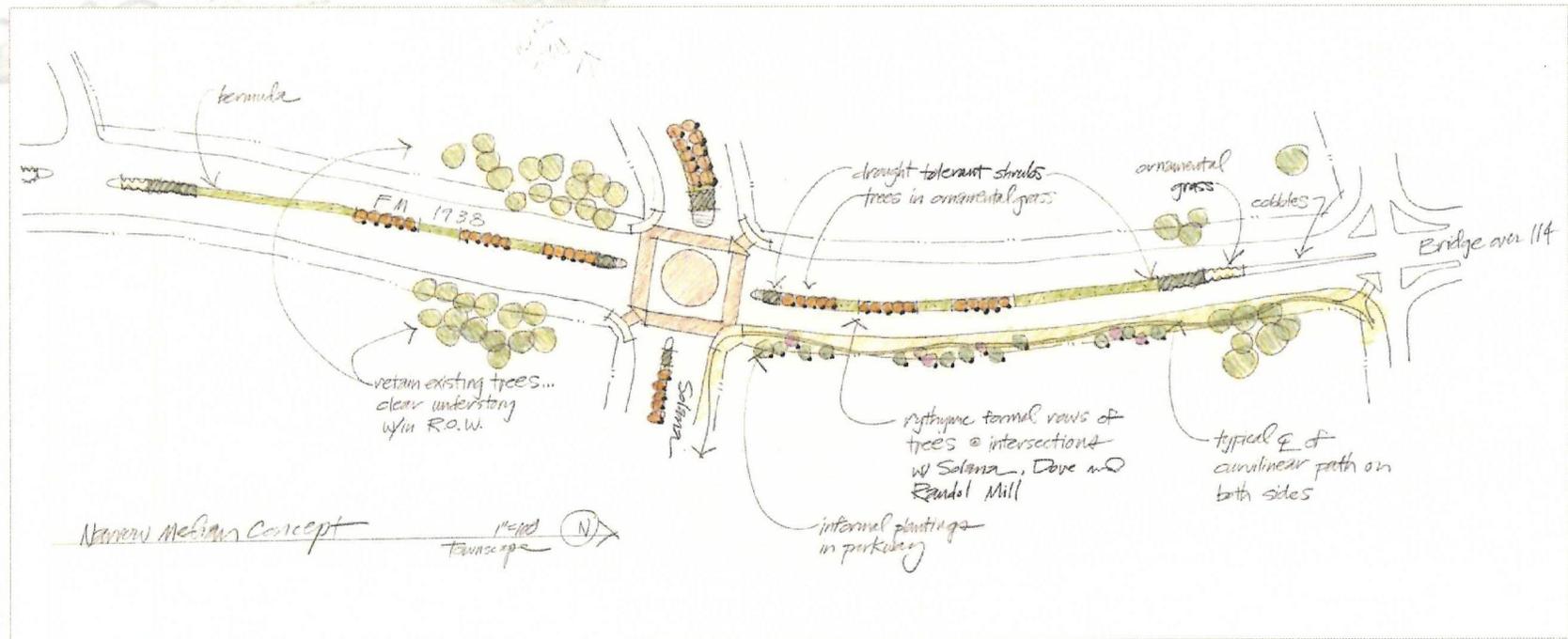
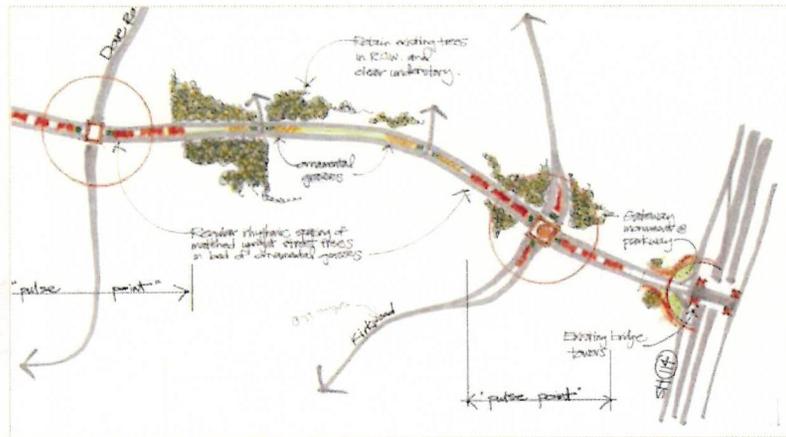


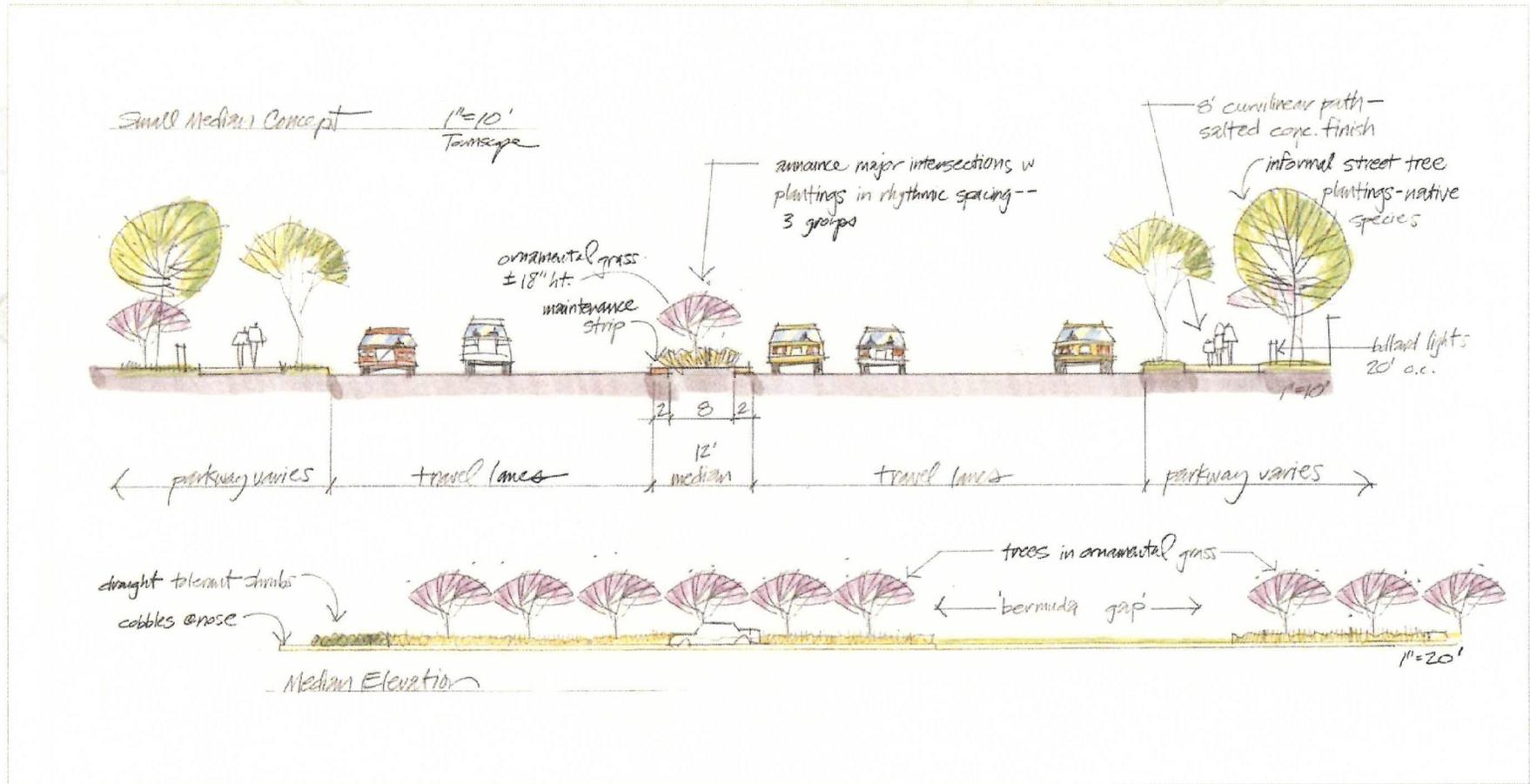


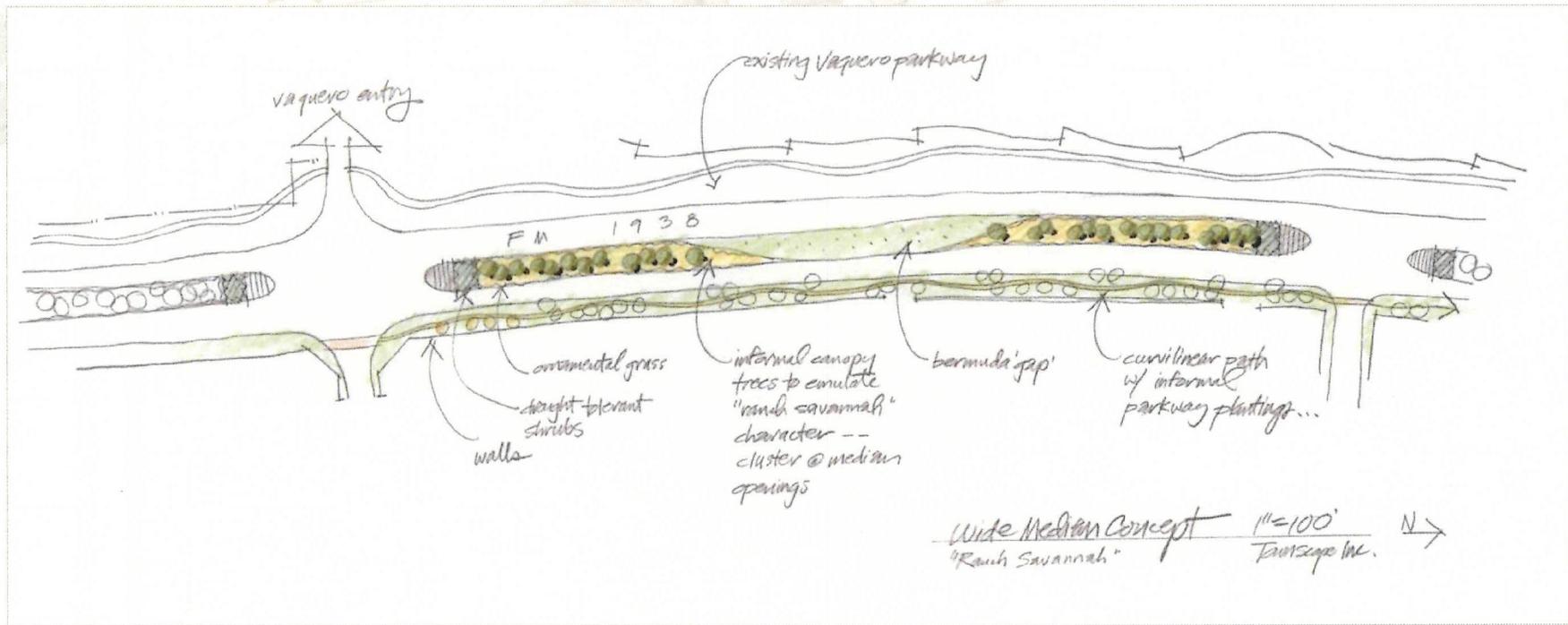
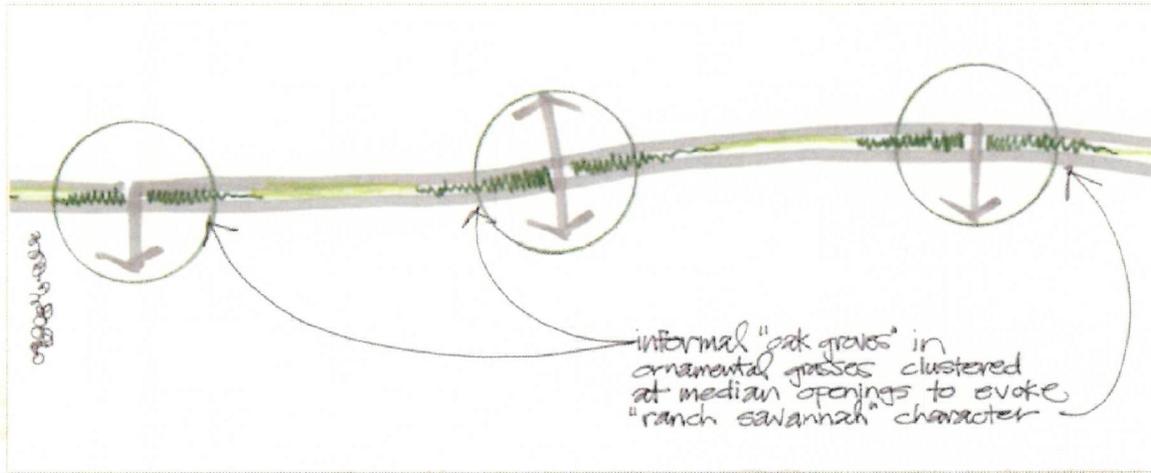


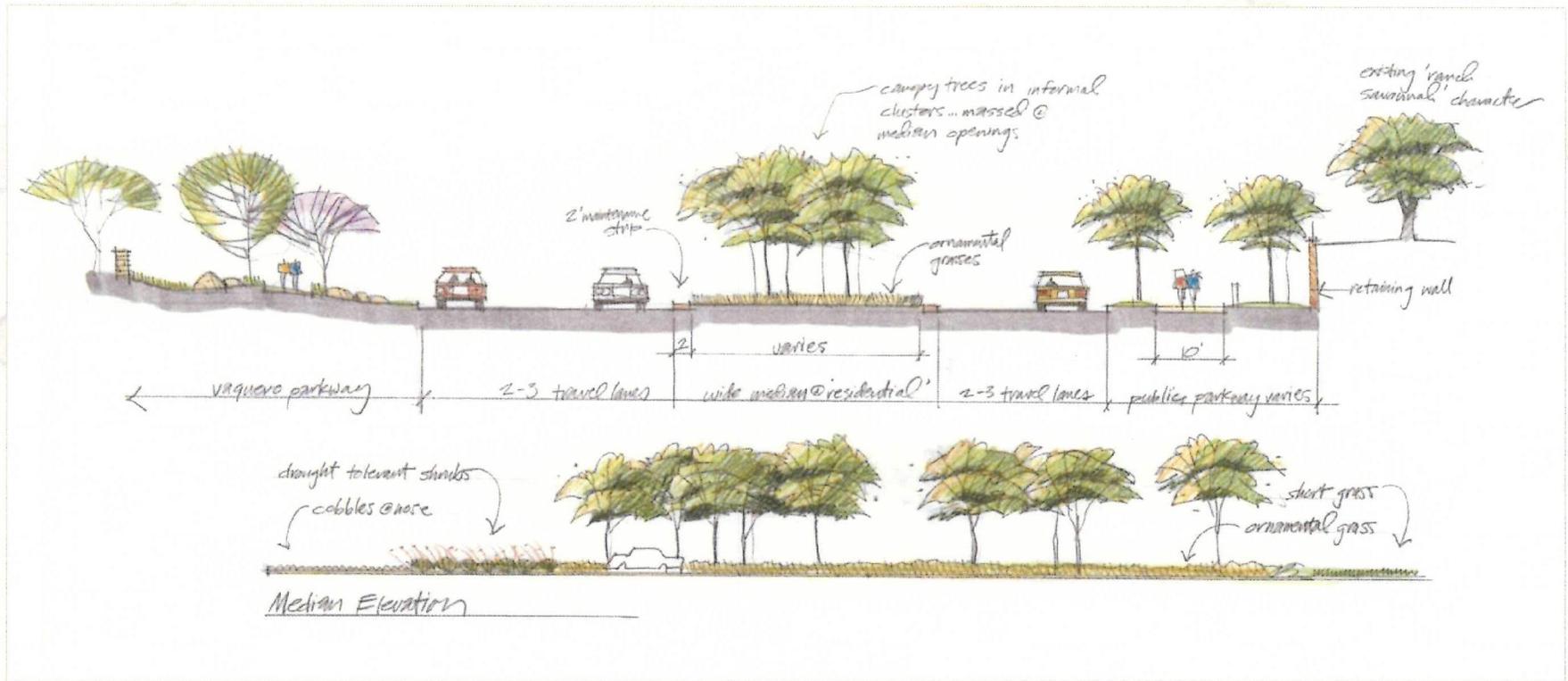








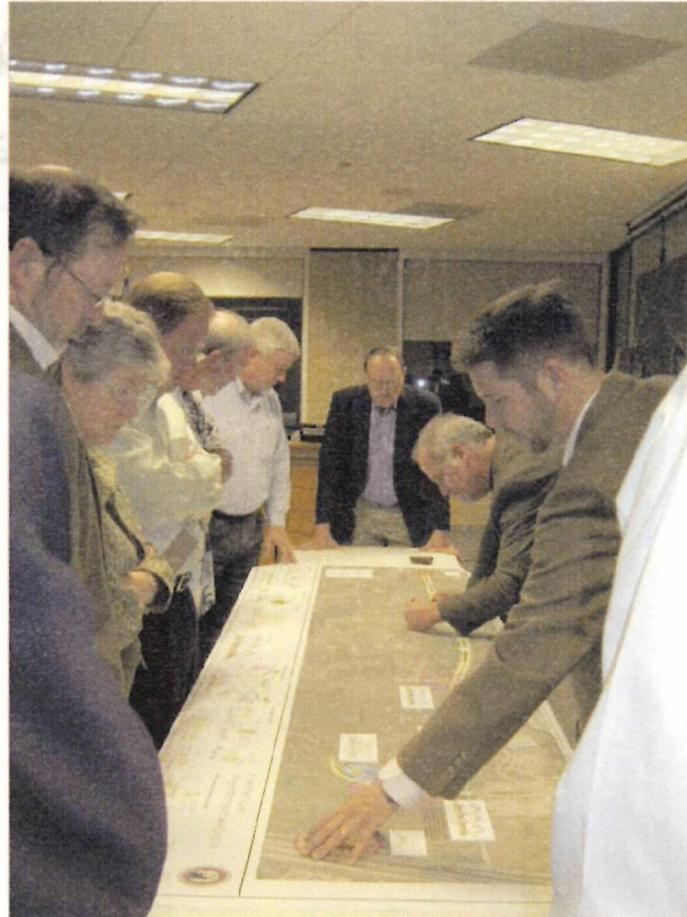




## Public Input

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.

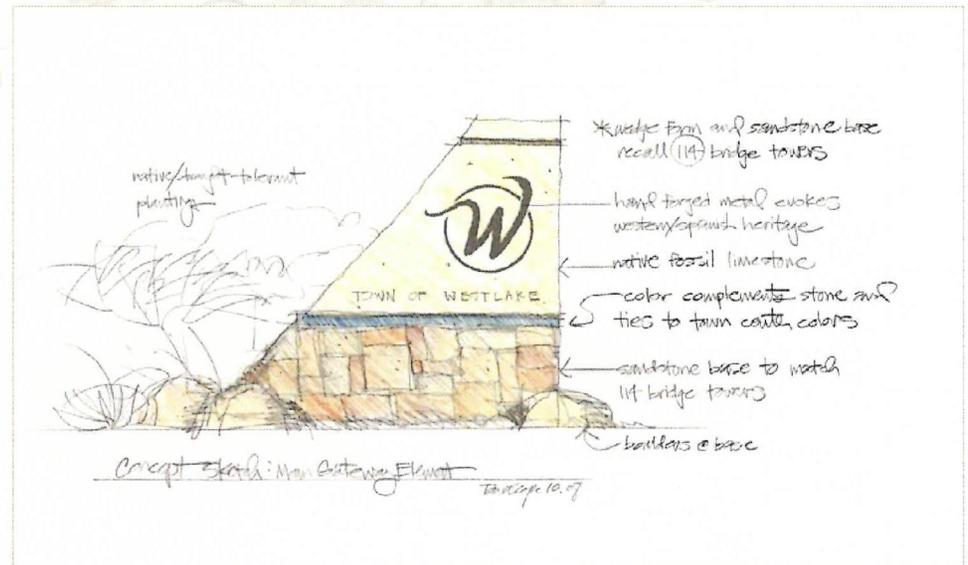
Planners conducted the initial segment of the meeting utilizing a PowerPoint presentation describing an overview of the existing conditions, analysis of the corridor study area and recommendations for the various streetscape enhancements and amenities that could be considered for the corridor. The presentation 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.



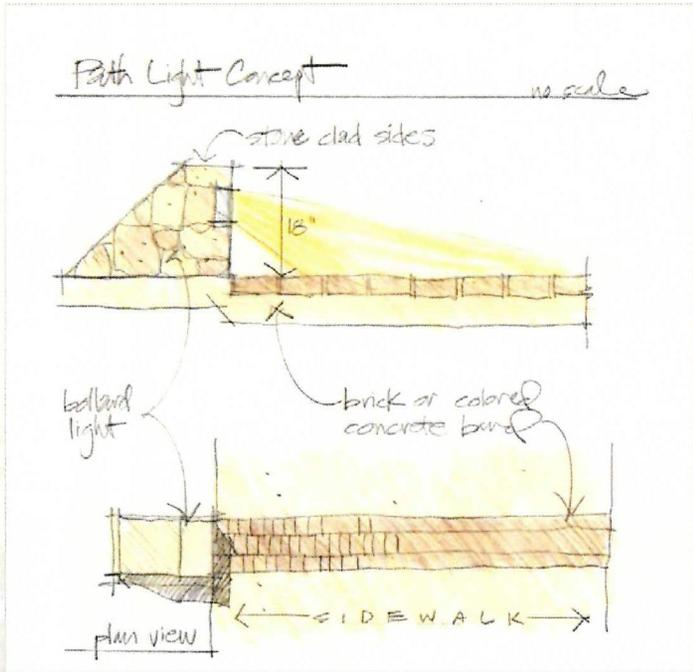
## Design Vocabulary

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.



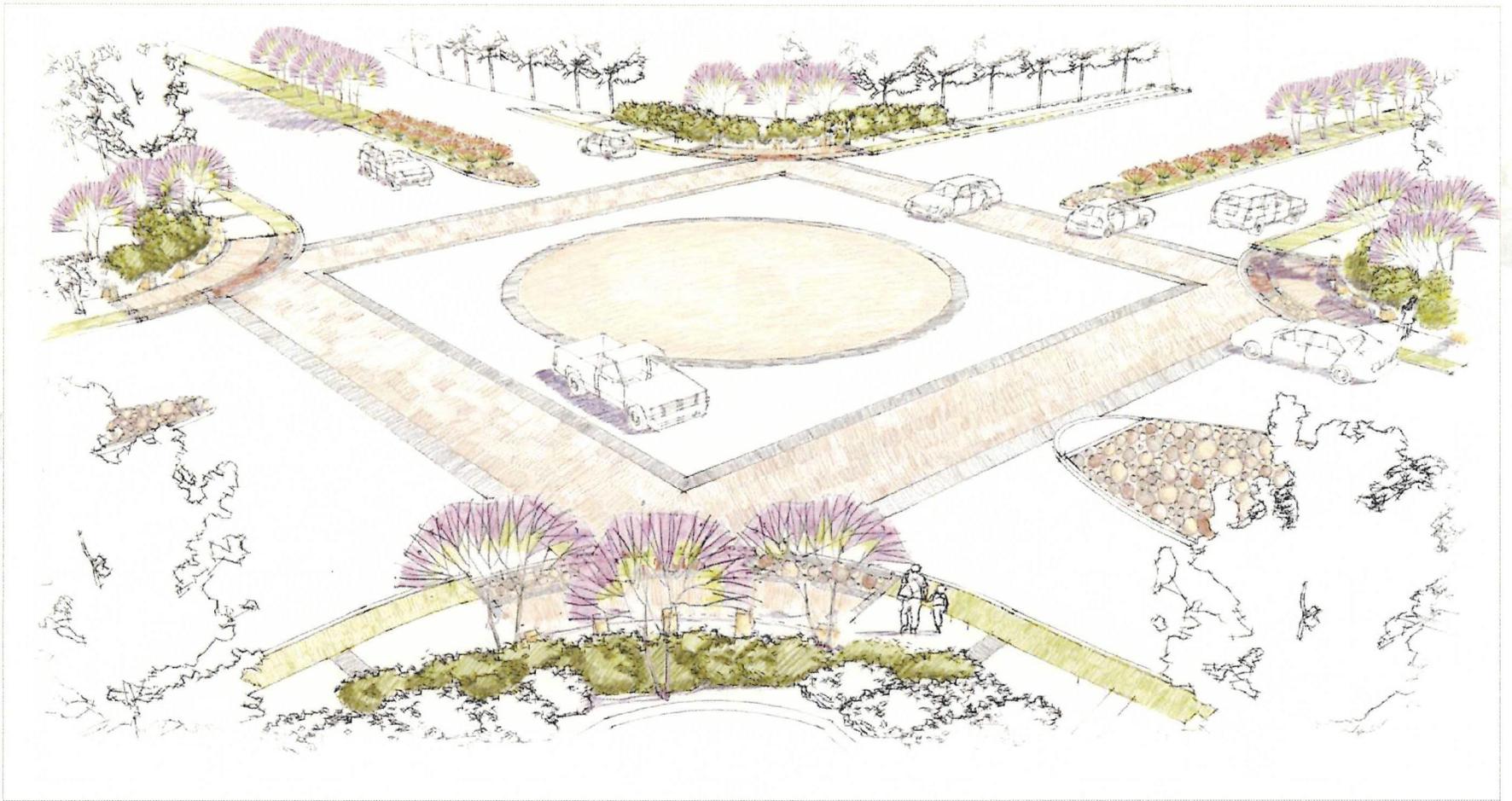
Gateway Monuments. This vertical sign design incorporates a slanted pillar, recalling the architectural monuments at S.H. 114, and utilizes a variety of native stone materials and earth tone colors. It could be sited at primary roadway entrances to the corridor.

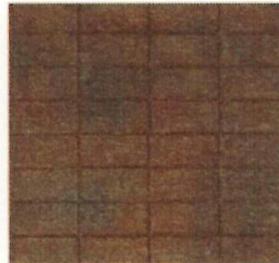
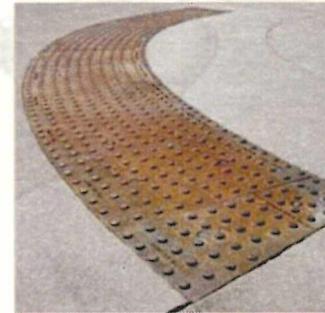
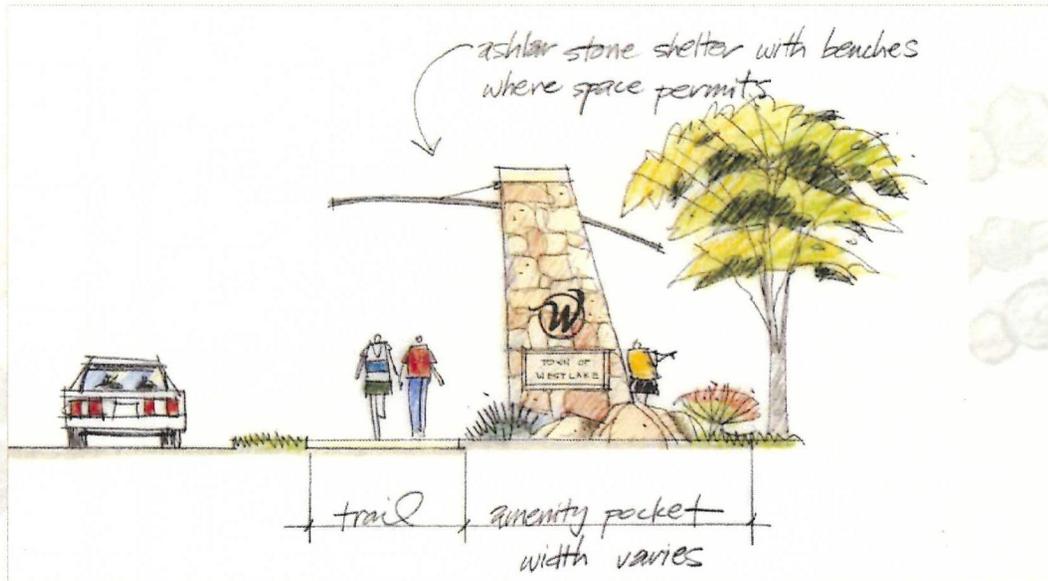


*Secondary Monuments. A family of smaller gateway monuments, trail markers, and bollards could enhance secondary entrances, drives, parks, and greenway trails. These designs mimic the forms and materials of the large gateway monuments.*

*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.*



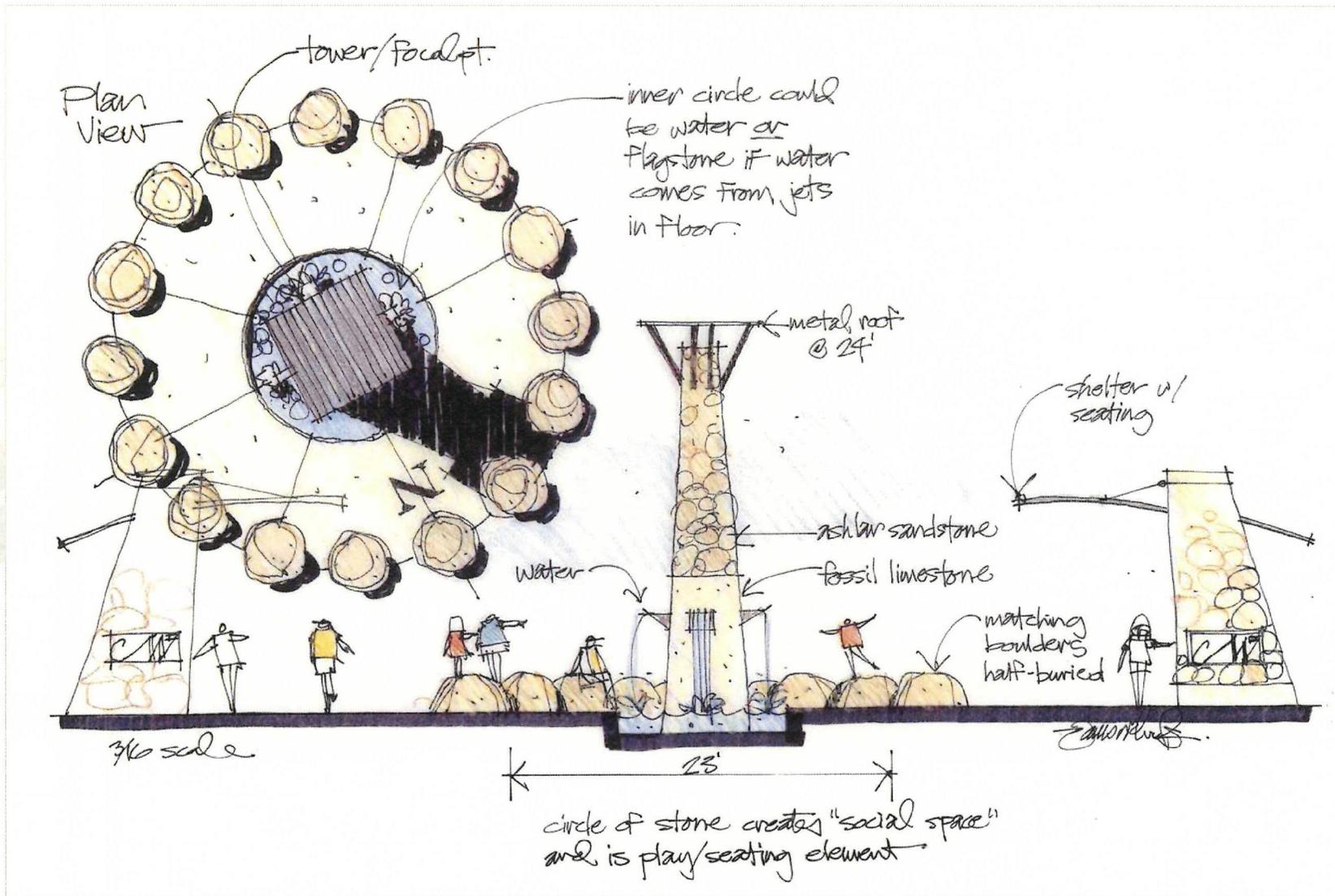




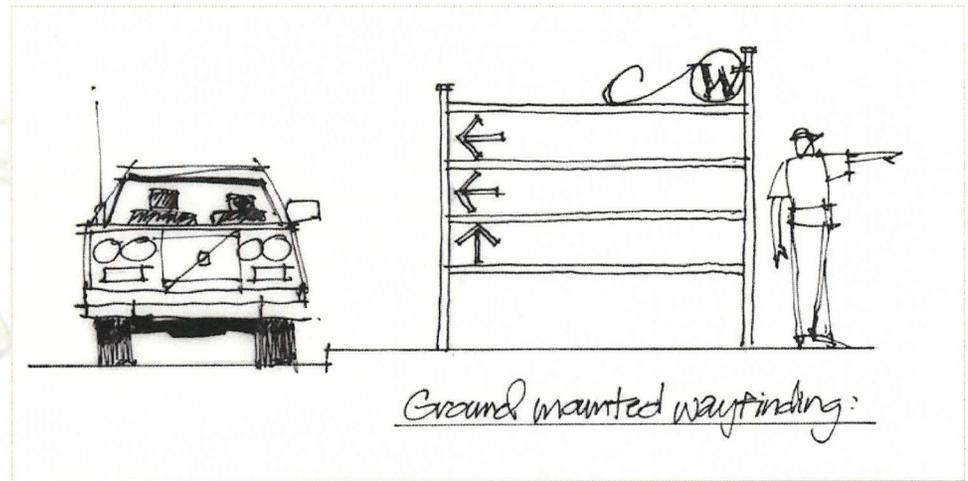
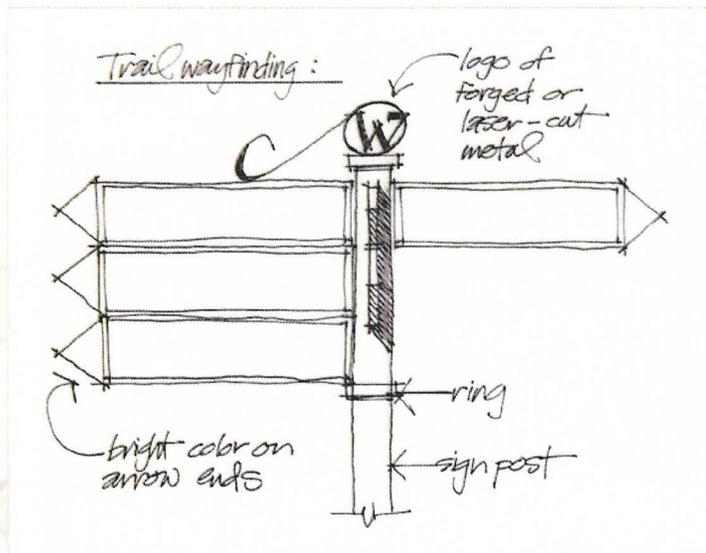
Wayfinding: Color schemes. A number of color schemes inspired by natural materials would be appropriate in the corridor; the scheme chosen should communicate the character of Westlake, and be visible at a distance.



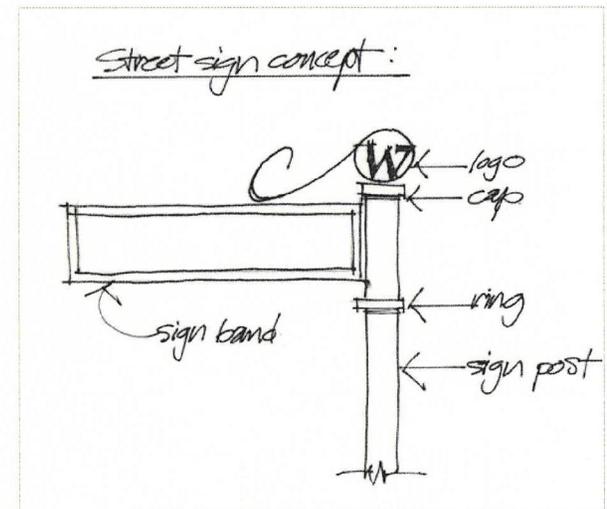
*A Sense of Place. In this concept sketch, a logo and use of a unified design vocabulary is utilized to create a trail head area with a character that is unique to this corridor.*



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 F.M. 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

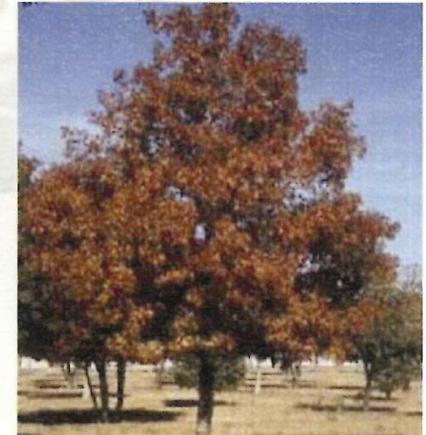
Street trees are key components to traffic calming and creating a successful streetscape. A tree lined street not only helps define the vehicular corridor, it also defines the pedestrian spaces while introducing rhythmic groupings of color and texture. Street trees are also one of the vertical elements 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

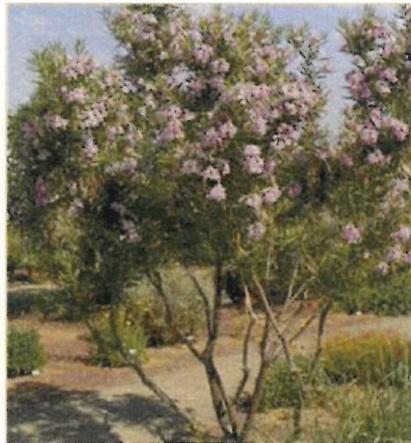
A number of applications of the name and logo concepts, along with the suggested vocabulary of forms, materials and colors, are illustrated. Although the master plan cannot anticipate or detail every feature that will ultimately make up the visual environment of the corridor, it illustrates sufficient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



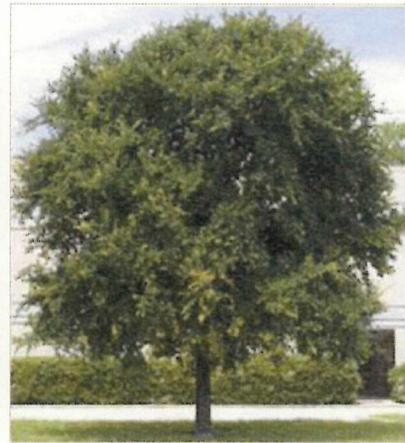
*Possumhaw Holly*



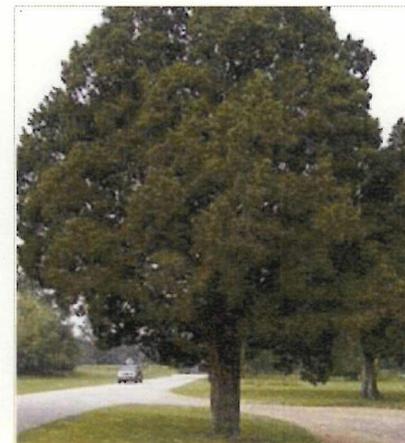
*Red Oak*



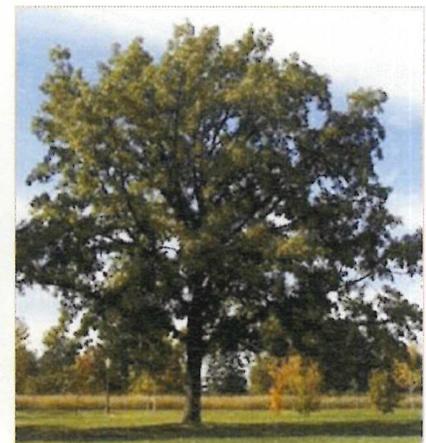
*Desert Willow*



*Cedar Elm*



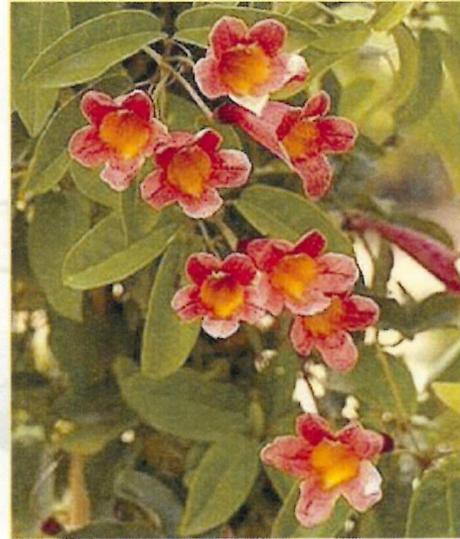
*Eastern Red Cedar*



*Bur Oak*



*Hameln Grass*



*Crossvine*



*Weeping Lovegrass*



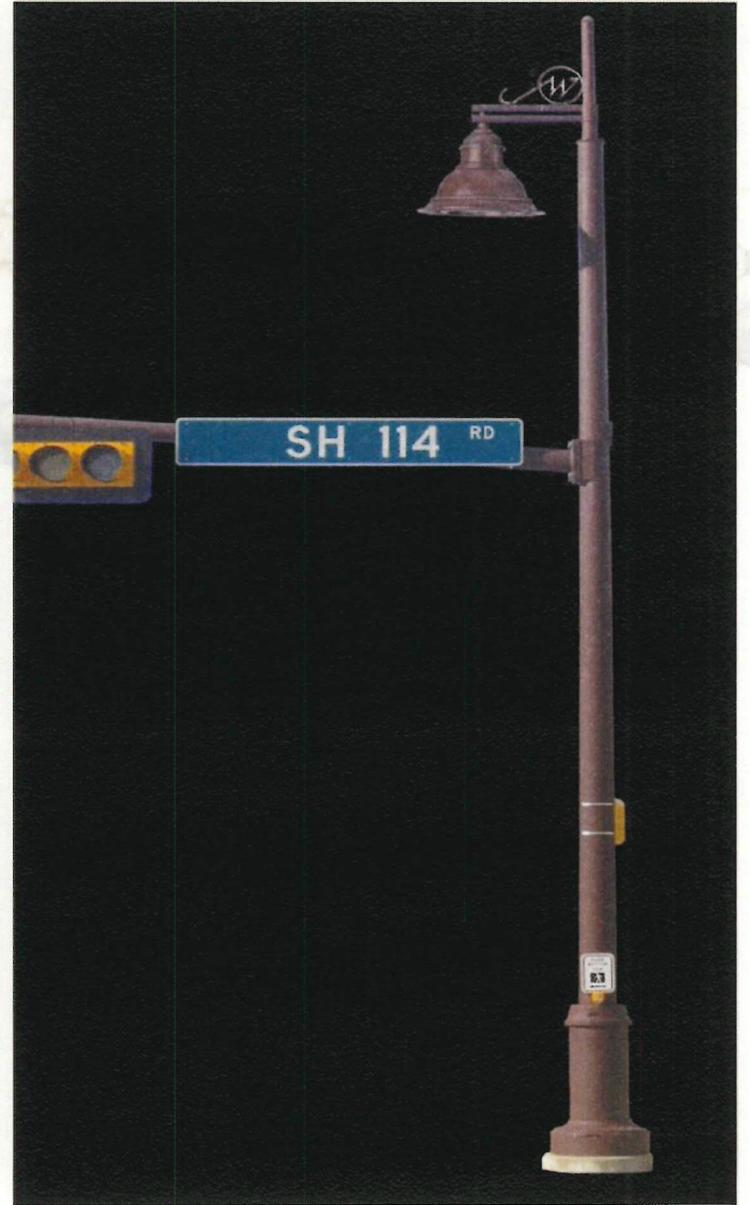
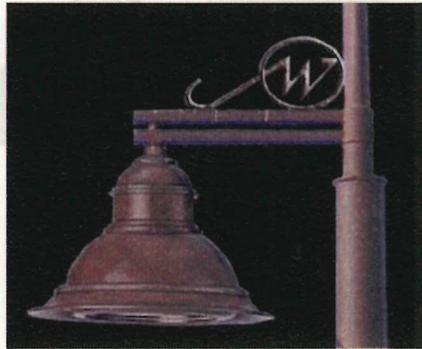
*Texas Sage*

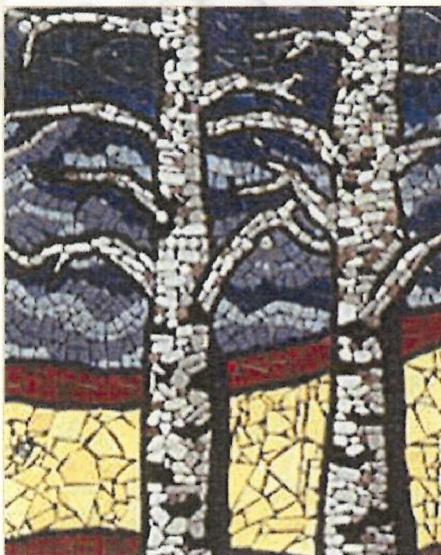
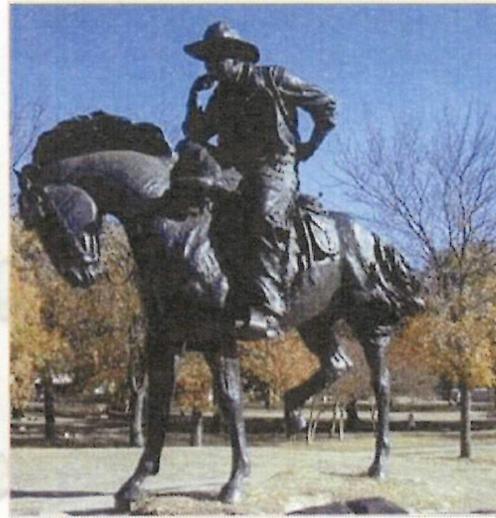


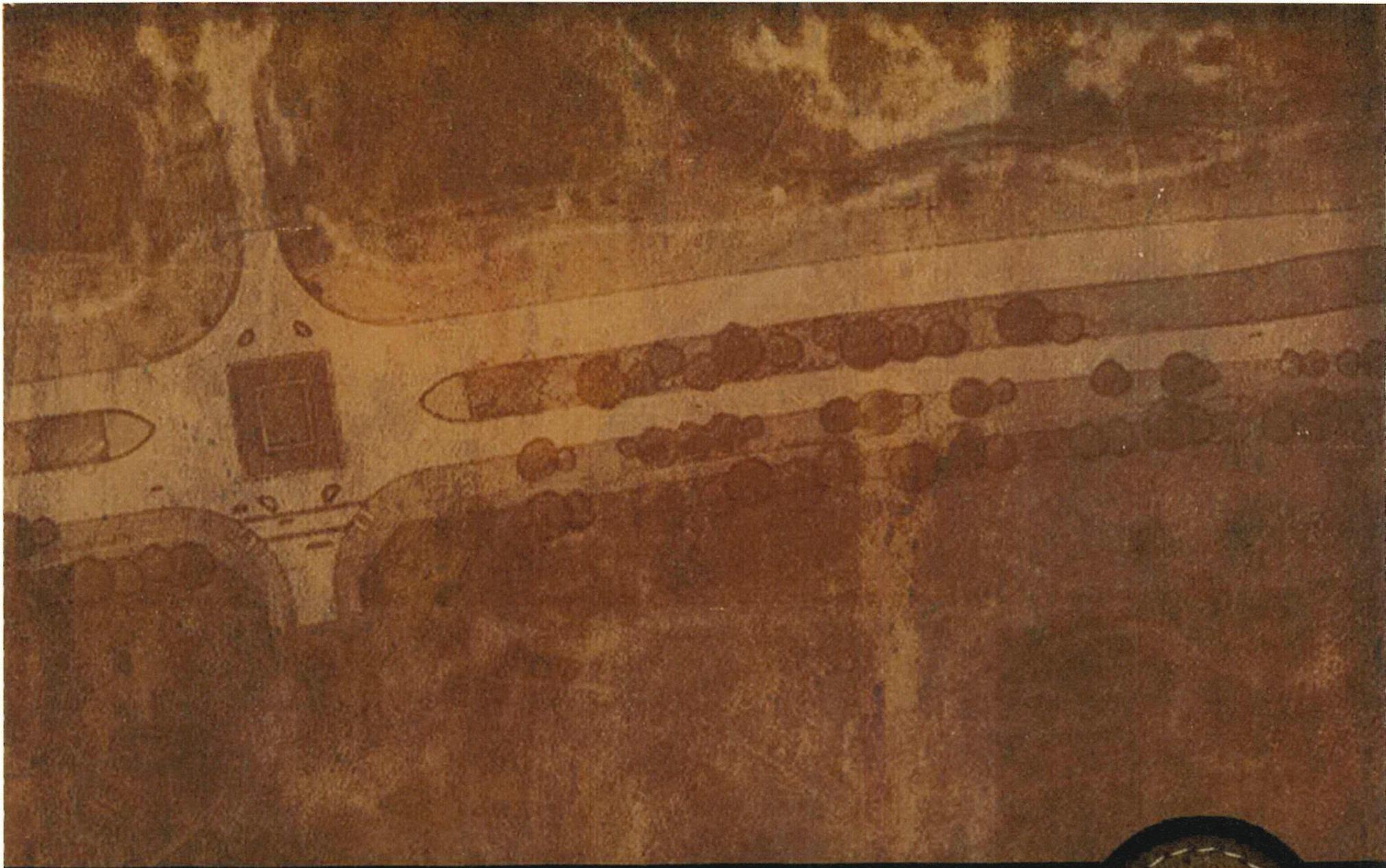
*'Little Bunny' Fountain Grass*



*Soft Leaf Yucca*







*F.M. 1938 Corridor Master Plan*

*Town of Westlake*



9.23.2011

**Exhibit C  
Resolution 13-25**



**LAND USE SUMMARY:**

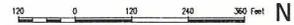
NET AREA	± 84.28 ACRES
EXISTING ROW DEDICATION	± 7.96 ACRES
TOTAL GROSS AREA	± 92.24 ACRES
REQUIRED OPEN SPACE (20%)	± 16.84 Acres (20%)
PROVIDED OPEN SPACE	± 25.76 Acres (28%)

**RESIDENTIAL LOT SUMMARY**

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

**Granada  
Concept R - 84 Lots  
+/- 84.28 Acres**

Town of Westlake  
Tarrant County, Texas



04A Job No. 12123 Date February 9, 2013 By: RR  
2:00P (12:23) Drawing/Concept/12123 Concept/020213.dwg  
This concept plan is intended for conceptual  
developmental use and shall not be considered  
as an official or submitted document. Allerial  
and other images were obtained from internet  
available information. This plan is subject to  
change.

A TRAFFIC IMPACT ANALYSIS FOR  
**WESTLAKE ENTRADA & GRANADA**  
A PROPOSED MIXED-USE DEVELOPMENT IN WESTLAKE, TEXAS

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Prepared for:

The Village Company  
6750 Hillcrest Plaza  
Suite 325  
Dallas, Texas 75230

Prepared by:



Texas Registered Engineering Firm F-3199  
*Engineers • Planners*  
400 South Houston Street  
Suite 330 • Union Station  
Dallas, Texas 75202  
Phone: 214-748-6740  
Fax: 214-748-7037

June 6, 2013

DeShazo #12187





Traffic. Transportation Planning. Parking. Design.

## TECHNICAL MEMORANDUM

**To:** Michael Beaty  
The Village Company  
**From:** DeShazo Group, Inc.  
**Date:** June 6, 2013  
**Re:** A Traffic Impact Analysis for Westlake Entrada & Granada, a Proposed Mixed-Use Development in Westlake, Texas (*DeShazo #12187*)

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### Introduction

The services of DeShazo Group, Inc. were retained by The Village Company to conduct a Traffic Impact Analysis and Access Assessment for Westlake Entrada, a proposed mixed-use development located at the intersection of SH 114 and Davis Blvd. (FM 1938) and Granada, an 84-unit single-family development located south of Solana Boulevard in Westlake, Texas (see **Exhibit 1**). The DeShazo Group is an engineering consulting firm providing licensed engineers skilled in the field of traffic & transportation engineering.

This study will examine the potential traffic generated by the proposed development plan and will determine the general availability of access and roadway capacity available to serve it. This report will be provided to City of Westlake staff (Staff) and TxDOT for review to fulfill the associated requirements of the local approval process.

### Proposed Development Characteristics

The proposed Granada development includes 84 single-family dwellings and could be complete as early as 2016. The proposed Entrada development consists of over 1,745,000 sf of office, retail, residential and related uses and is proposed to be fully developed by the end of 2020. **Exhibit 2** offers a conceptual site plan for the proposed developments.

### Roadways and Accessibility

The following existing roadways will provide primary (direct) access to the subject site and are included in the study area:

- **SH 114 Frontage Roads**
  - Existing Configuration: 2/3-lane, undivided roadways with additional left- and right-turn lanes at major intersections.
- **Davis Blvd. (FM 1938)**
  - Existing Configuration: a 6-lane, divided roadway south of SH 114
- **Solana Boulevard / Kirkwood Boulevard**
  - Existing Configuration: a 6-lane, divided roadway east of Davis Blvd. (FM 1938) and west of SH 114 w/ a short section of 2-lane, undivided between
  - Master Thoroughfare Plan Designation: *Major Arterial; 6-lane, divided roadway*

The following intersections will also be included in the impact analysis:

- The SH 114 EBFR @ Davis Blvd. (FM 1938),
- The SH 114 WBFR @ Davis Blvd. (FM 1938),
- The SH 114 EBFR @ Solana Blvd. (FM 1938),
- The SH 114 WBFR @ Kirkwood Blvd. (FM 1938),
- Davis Blvd. (FM 1938) @ Solana Boulevard,
- Davis Blvd. (FM 1938) @ one site driveway and
- Solana Blvd at three site driveways.

## Traffic Volumes

The TIA presented in this report will analyze the operational conditions for the peak hours and study area as defined above using standardized analytical methodologies where applicable. It will examine current traffic conditions, future background traffic conditions and future traffic conditions with the proposed project fully developed and operational. Once current traffic information was collected, future background volumes were developed by applying an annual growth rate to the existing count data. Then, the traffic generated by the proposed development was projected using the standard four-step approach: Trip Generation, Mode Split, Trip Distribution and Traffic Assignment. By adding the site-generated traffic to the future background traffic, the resulting traffic impact to operational conditions may be assessed from which mitigation measures may be recommended.

### *Existing Traffic Volumes*

Existing peak hour traffic volumes were collected in the study area on December 11<sup>th</sup>, 2012. These volumes are shown in Exhibits 3 and 4. Detailed traffic counts can be found in the Appendix.

### *Site-Related Traffic Volumes*

#### **Trip Generation and Mode Split**

Trip generation for the Project was calculated using the Institute of Transportation Engineers (ITE) *Trip Generation* manual (8<sup>th</sup> Edition). ITE *Trip Generation* is a compilation of actual traffic generation data by land use as collected over several decades by credible sources across the country and it is accepted as the standard methodology to determine trip generation volumes for various land uses where sufficient data exists.

***While it is normally assumed that the characteristics inherent to the ITE trip rates will adequately reflect the travel/mode choices associated with a proposed development, a mixed-use development often displays special trip generation characteristics. Reductions for internally captured trips and diverted or pass-by traffic should be considered.*** For this study, reductions for 'internally captured or satisfied' trips have been taken. Values to account for trips that are "internally satisfied" (trips that do not utilize the surrounding area roadway network) were obtained using methodologies outlined in the ITE *Trip Generation Handbook*. Reductions were applied to the PM peak hour for the mixed-use/retail and residential land uses. The reductions account for pedestrian and/or vehicular trips that do not utilize the external roadways. Reductions were not applied for pass-by traffic or transit services in the area. A summary of the daily and PM Peak internal capture reductions for the proposed development is provided in Exhibit 5. A summary of the site-related trips calculated for the proposed building program is provided in Table 1. The appropriate ITE *Trip Generation Manual-8<sup>th</sup> Edition* excerpts are provided in the Appendix.

**Table 1**  
**Westlake Granada & Entrada Trip Generation**

Land Use	Quantity	Daily Traffic	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
210 Single-Family Detached <i>(Granada)</i>	84 DU	886	69	17	52	90	57	33
210 Single-Family Detached	60 DU	650	52	13	39	66	42	24
230 Condominium/Townhouse	262 DU	1,487	112	19	93	132	88	44
254 Assisted Living	80 Beds	213	11	7	4	18	8	10
311 All-Suites Hotel	120 Rooms	749	58	39	19	32	13	19
710 General Office	262,200 SF	2,802	406	357	49	372	63	309
720 Medical/Dental Office	214,500 SF	8,556	493	389	104	552	149	403
730 Government Office Bldg	20,800 SF	1,434	122	102	20	25	8	17
814 Specialty Retail	192,250 SF	8,262	--	--	--	483	213	270
<b>Sub Totals*</b>		<b>24,153</b>	<b>1,254</b>	<b>926</b>	<b>328</b>	<b>1,679</b>	<b>584</b>	<b>1,095</b>
<b>Internally Captured Trips*</b>		<b>2,316</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>132</b>	<b>66</b>	<b>66</b>
<b>Totals*</b>		<b>21,837</b>	<b>1,254</b>	<b>926</b>	<b>328</b>	<b>1,546</b>	<b>518</b>	<b>1,029</b>

\* includes Entrada traffic only; Granada traffic will be included in background traffic due to its early completion

### Trip Distribution and Assignment

Traffic generated by the proposed Entrada development at site buildout conditions was distributed and assigned to the study area roadway network using professional judgment to interpret the traffic orientation characteristics of existing traffic volumes in the study area and a technical understanding of the available roadway network. Exhibits 6 and 7 illustrate the approach and departure percentages assumed for Entrada site-generated traffic in this study.

### Traffic Volumes

Determination of the traffic impact associated with the Entrada Project is measured by comparing the change in operational conditions before and after site-related traffic is added to the roadway system. This involves the development of traffic volumes that include both background and site-related traffic. The site-generated traffic was calculated by multiplying the trip generation values (from Table 1) by the corresponding traffic approach and departure orientations (Exhibits 6 and 7). The resulting peak-hour site-generated traffic volumes of the Project are summarized in Exhibits 8 and 9.

### Future Background Traffic Volumes

The standard procedure for determining the future background or non-site-related traffic involves several steps. The first is to determine an average annual growth rate for the roadways in the study area. The second is to determine a buildout or horizon year for the analysis. Finally, the existing traffic volumes are factored using the assumed annual growth rate for the selected number of growth years. For this project, we have assumed a horizon/buildout year of 2020 and that an average annual growth rate of 3% will occur each year for the next 8 years. In addition, the estimated traffic for the Granada development, which will be completed well before the 2020 horizon year used for the Entrada analysis, was added to the existing roadway system. Applying the 3%/year growth factor to the existing traffic volumes and adding the Granada traffic yields the 2020 background volumes shown in Exhibits 10 and 11.

## ***Future Background Plus Site Traffic Volumes***

Adding the new site-related traffic from **Exhibits 8 and 9** to the 2020 background traffic volumes shown in **Exhibits 10 and 11** yields the total peak period traffic volumes at the Project buildout year shown **Exhibits 12 and 13**.

## **Access Assessment**

The access assessment portion of this study will examine two major areas:

- 1) The spacing between the proposed access points and adjacent access points and
- 2) The need for acceleration / deceleration lanes based on the projected turning movements at the proposed access points.

### ***Access Point-to-Access Point Spacing***

The TxDOT Access Management Manual requires 305' between access points on a two-way facility with a posted speed limit of 40 mph as is the case on Davis Blvd. (FM 1938) in the area of the proposed development (see **Appendix**). The site plan (**Exhibit 2**) shows that Driveway 1 is located approximately 530' south of the SH 114 frontage road. **Therefore, the access point spacing requirements are satisfied on all TxDOT facilities.**

The City of Westlake controls the access spacing on Solana Blvd and requires 250' between a major intersection and a limited-access (right-in-right-out) drive on a major arterial, 500' between a major intersection and a full-access (left-in-left-out) drive on a major arterial and 250' between adjacent driveways on a major arterial. Applying these criteria to the proposed site plan (**Exhibit 2**), we find that **all of the driveways meet the minimum physical spacing requirements, but we recommend that the median opening shown at Driveway #2 on Solana Blvd be relocated to Driveway #3**. This will maintain two full-access driveways on Solana Blvd and will meet the City's driveway type spacing requirements.

### ***Auxiliary Lane Assessment***

The portion of the access assessment will examine the need for auxiliary or turn lanes based on the projected turning movements at the proposed access points. Both TxDOT and the City of Westlake require that auxiliary turn lanes be provided when the turning movements exceed 50 vehicles per hour for left or right turns on a roadway with a speed of 40 mph or less (see **Appendix**). Applying the volume threshold standard to the proposed site traffic (**Exhibits 10 and 11**) shows that **auxiliary right turn lanes are required at all site driveways and auxiliary left turn lanes are required at Driveways 3 and 4**.

## **Traffic Impact Analysis**

### ***Analysis Methodology***

Traffic operational conditions for unsignalized and signalized roadway intersections are quantitatively measured in terms of average delay per vehicle in a one-hour period through the intersection as a function of roadway capacity and operational characteristics of the traffic signal. The standardized methodology applied herein was developed by the **Transportation Research Board** as presented in the *Highway Capacity Manual (HCM)*. *HCM* also qualitatively rates the overall delay conditions in terms of "Level-of-Service" (LOS) ranging from "A" (free-flowing conditions) to "F" (over-capacity conditions). Generally, *LOS D* or better is considered an acceptable condition for intersections in urban and suburban areas.

### ***Summary of Results***

The intersection capacity analyses presented in this study were performed using the *Synchro 7* software package. **Table 2** provides a summary of the intersection operational conditions during the peak periods under the analysis conditions presented previously. Detailed software output is provided in the **Appendix**. The findings are as follows:

### **Existing (2012) Conditions**

The following assumptions were included as part of the existing conditions analysis:

- The traffic volumes collected in December of 2012 are representative of average daily traffic levels,
- The traffic signal at SH 114 and Davis Blvd. (FM 1938) is operational,
- All other intersections are STOP-controlled and
- The existing 2-lane portion of Solana Blvd between Davis Blvd. (FM 1938) and SH 114 will be completed to its full 6-lane cross-section as part of the development of the proposed project.

As **Table 2** indicates, the intersections of Solana at Davis Blvd. (FM 1938) and SH 114 at Davis Blvd. (FM 1938) operate at acceptable levels during the morning and afternoon peak periods with future background traffic. The unsignalized intersections of Solana and Kirkwood at SH 114, however, fail during the peak periods and display excessive delays. ***A traffic signal is need at the intersections of Solana and Kirkwood at SH 114 in order to provide acceptable levels of service to all movements during peak periods. A full traffic signal warrant study should be completed for this location.***

### **Future (2020) Background Conditions**

The following assumptions were included as part of the future background conditions analysis:

- The proposed project will be fully developed by the end of the year 2020
- The traffic volumes collected in December of 2012 have been increased by 3% per year for eight years to reflect the normal growth in the study area and represent average daily traffic levels for the year 2020
- The traffic signal at SH 114 and Davis Blvd. (FM 1938) is operational
- The intersections of Solana and Kirkwood at SH 114 are STOP-controlled
- The existing 2-lane portion of Solana Blvd between Davis Blvd. (FM 1938) and SH 114 will be completed to its full 6-lane cross-section as part of the development of the proposed project
- All of the 84-unit Granada residential development south of Solana will be in place and this traffic is included in the background volumes.

As **Table 2** indicates, the intersections of Solana at Davis Blvd. (FM 1938) and SH 114 at Davis Blvd. (FM 1938) operate at acceptable levels during the morning and afternoon peak periods with future background traffic. The unsignalized intersections of Solana and Kirkwood at SH 114, however, fail during the peak periods and display excessive delays. ***A traffic signal is need at the intersections of Solana and Kirkwood at SH 114 in order to provide acceptable levels of service to all movements during peak periods. A full traffic signal warrant study should be completed for this location.***

### **Future (2020) Background Plus Site Conditions**

The following assumptions were included as part of the future background plus site conditions analysis:

- The proposed project will be fully developed by the end of the year 2020
- The traffic volumes collected in December of 2012 have been increased by 3% per year for eight years to reflect the normal growth in the study area and represent average daily traffic levels for the year 2020
- The traffic signal at SH 114 and Davis Blvd. (FM 1938) is operational
- The intersections of Solana and Kirkwood at SH 114 are signalized
- The existing 2-lane portion of Solana Blvd between Davis Blvd. (FM 1938) and SH 114 will be completed to its full 6-lane cross-section as part of the development of the proposed project.
- All of the 84-unit Granada residential development south of Solana will be in place

As **Table 2** indicates, ***traffic signals will be needed at the intersections of Solana @ SH 114, Kirkwood @ SH 114, Solana @ Davis and Solana @ Driveway 4/Granada Trail in order to provide acceptable levels of service to all movements during peak periods. Full traffic signal warrant studies should be completed for these locations.***

**Table 2**  
**Intersection Levels of Service Results**

Intersection	2012/2013		2020					
			Background			Background + Site		
	AM	PM	AM	PM	AM	PM		
SH 114 WBFR at Davis Boulevard	B (13.6)	B (13.0)	B (10.3)	C (23.8)	B (12.4)	C (34.9)		
SH 114 EBFR at Davis Boulevard	B (13.2)	B (13.4)	B (12.8)	C (26.7)	B (14.8)	D (43.9)		
Davis Boulevard @ Solana Boulevard	EBL	A (8.3)	C (18.6)	A (8.7)	D (26.2)	A (9.5)	F (54.8)	
	EBTR	A (7.4)	A (9.2)	A (7.9)	A (9.7)	A (8.9)	B (12.8)	
	WBL	A (9.0)	B (12.0)	A (9.9)	B (14.2)	B (12.0)	D (25.7)	
	WBTR	A (7.8)	B (10.2)	A (8.2)	B (11.2)	A (9.2)	F (55.0)	
	NBL	A (7.6)	A (9.5)	A (7.8)	A (9.8)	A (8.5)	B (11.7)	
	NBTR	A (8.3)	C (17.1)	B (10.1)	D (26.3)	B (11.5)	F (67.0)	
	SBL	A (8.0)	A (9.6)	A (8.3)	B (10.2)	C (15.8)	C (22.4)	
	SBTR	B (10.1)	B (12.5)	B (11.9)	B (15.0)	B (13.3)	C (20.4)	
<i>w/ signal</i>					<b>A (8.5)</b>	<b>C (28.4)</b>		
SH 114 EBFR @ Solana Boulevard	NBT	A (9.7)	B (11.2)	B (10.1)	B (11.6)	C (15.3)	B (13.5)	
	NBR	A (8.4)	B (10.4)	A (6.5)	B (11.7)	A (6.5)	C (17.4)	
	SBL	B (11.1)	E (39.9)	B (14.5)	E (46.6)	C (16.1)	F (138.4)	
	SBT	C (18.6)	A (9.4)	E (36.7)	B (11.1)	F (178.2)	B (14.2)	
	EBL	B (12.4)	B (10.1)	C (21.1)	B (11.6)	C (15.3)	B (12.0)	
	EBTR	A (9.9)	A (10.0)	B (14.8)	A (9.6)	F (72.8)	B (10.5)	
	<i>w/ signal</i>	<b>B (14.0)</b>	<b>C (22.9)</b>	<b>B (13.2)</b>	<b>B (20.0)</b>	<b>B (15.1)</b>	<b>C (28.6)</b>	
SH 114 WBFR @ Kirkwood Boulevard	NBL	B (15.0)	D (34.0)	B (14.5)	F (51.2)	C (16.1)	F (119.4)	
	NBT	B (13.3)	A (9.6)	C (15.8)	A (9.9)	C (19.3)	B (10.1)	
	SBT	B (12.2)	D (28.5)	B (12.6)	F (52.4)	B (13.7)	F (71.1)	
	SBR	A (8.8)	A (7.0)	A (6.2)	A (7.0)	A (6.2)	A (7.2)	
	WBL	C (17.8)	C (15.3)	E (47.3)	D (29.7)	F (281.7)	C (22.0)	
	WBTR	F (59.0)	F (66.0)	F (95.1)	E (39.4)	F (455.6)	F (138.8)	
	<i>w/ signal</i>	<b>B (16.4)</b>	<b>C (28.3)</b>	<b>B (16.8)</b>	<b>C (29.0)</b>	<b>C (23.3)</b>	<b>D (39.4)</b>	
Davis Boulevard @ Driveway 1	WBR				A (9.8)	E (37.7)		
Solana Boulevard @ Driveway 2	SBR				A (9.4)	B (10.9)		
Solana Boulevard @ Driveway 3	EBL				A (9.5)	B (10.3)		
	SBL				C (18.7)	C (19.1)		
	SBR				A (9.9)	B (11.1)		
Solana Boulevard @ Driveway 4/ Granada Trail	EBL				B (10.8)	A (9.8)		
	WBL			A (8.0)	A (7.7)	A (8.0)	A (7.8)	
	NBL			B (11.3)	B (11.3)	C (22.9)	D (30.2)	
	NBTR			A (9.1)	A (8.7)	A (9.1)	A (8.8)	
	SBL					D (33.1)	F (140.0)	
	SBTR					B (11.1)	B (11.8)	
<i>w/ signal</i>					<b>B (15.0)</b>	<b>B (16.4)</b>		

## Conclusions and Recommendations

This report has examined the access and traffic impact of Westlake Entrada (a proposed mixed-use development in Westlake, Texas) on the adjacent roadway system. The findings indicate the following (please refer to Exhibit 14):

- 1) *The median opening and associated eastbound left turn lane shown at Site Driveway #2 should be relocated to Site Driveway #3,*
- 2) *Auxiliary lanes are required at Driveways #1, 2, 3 and 4,*
- 3) *the intersection of Davis Blvd. (FM 1983) and Solana Blvd should be studied for possible signalization as part of the proposed Entrada development,*
- 4) *the intersection of SH 114 and Solana Blvd/Kirkwood Blvd should be studied for possible signalization now,*
- 5) *Solana Blvd should be widened to its full 6-lane, divided cross-section upon commencement of development and*
- 6) *The intersection of Solana Blvd and Site Driveway #4/Granada Trail should be studied for possible signalization and the signal should be constructed as part of the project development.*

*NOTE: Recommendations for public improvements within the study area presented in this report reflect the opinion of DeShazo based solely upon technical analysis and professional judgment and are not intended to define, imply, or allocate funding sources nor required improvements. Applicable legal precedent indicates that the Owner of a Project should only be required to **proportionately** fund **necessary** infrastructure improvements that are directly attributable to implementation of the Project. Such requirements will depend upon the individual circumstances of each project that may be viewed differently by each particular agency/municipality.*

END OF MEMO

