1. Agenda

   Documents:

   01-14-2016 AGENDA.PDF

2. Meeting Materials

   Documents:

   01-14-2016 COUNCIL PACKET.PDF

Town of Northlake, Texas
Council Agenda
Thursday, January 14, 2016 at 5:30 pm
1400 FM 407 - Northlake Texas

Notice is hereby given of the Town Council Meeting beginning at 5:30 pm in the Northlake Town Hall Chamber Room at 1400 FM 407, Northlake, Texas. The items listed below are placed on the agenda for discussion, consideration and or action

1. Call to Order the Workshop Session

2. Briefing
   A. Northlake Resident Survey 2016
   B. FY 16 Quarterly Investment Report
   C. FY 16 1st Quarter Budget Report

3. Regular Session
   Call to Order - Pledge of Allegiance - Moment of Silence

4. Public Recognition/Citizens' Agenda/Written Communications
   The opportunity for citizens to address the Town Council on any subject (limits three (3) minutes per person), however, the Texas Open Meetings Act prohibits the Town Council from discussing issues which the public has not been given seventy-two (72) hours' notice. Issues raised may be referred to Town Staff for research and possible future action

5. Consent Items
   All items listed below are considered routine by Town Council and will be enacted with one motion. There will be no separate discussion of items unless a Council Member so requests, in which event the item will be removed and considered separately

   D. Meeting Minutes 12-10-15

   E. Interlocal Cooperation Contract DPS, Reprographics & Distribution Services between the Town of Northlake, Texas and Texas Department of Public Safety for supplies used by the Police Department

   F. An Ordinance amending Code of Ordinances No. 14-1211A, Chapter11 Traffic & Vehicles 11.03.043 Speed Limits on specific streets concerning the authority of municipality to alter speed limits for vehicles on Faught Road from 30 MPH to 35 MPH within the corporate limits of the Town of Northlake, Texas as set out in the ordinance and providing a penalty not to exceed $200.00 for the violation of said ordinance (Ord. No. 16-0114B)

6. Regular Items

G. Final Plat of Stardust Ranch Phase 1, a phase of the proposed Stardust Ranch development consisting of 20 single-family residential lots on 72.472 acres of land in the J.E. Anderson Survey, Abstract No. 22, and zoned Rural Residential (RR) and Rural Estates Planned Development (RE-PD). Joyce Roach & Velta Mae Yarbrough are the owners. Douglas Properties Inc. is the applicant/developer. Westwood Professional Services is the engineer/surveyor. Case # FP-15-017

H. Final Plat of Canyon Falls Amenity Center, one HOA amenity lot on a 6.519-acre tract of land out of the W. Love Survey, Abstract No. 728, located at 6950 Canyon Falls Drive, and zoned Mixed-Use Planned Development (MPD). Nash Canyon Falls, LLC is the owner/applicant. J. Volk Consulting, Inc. is the engineer/surveyor. Case # FP-15-020.

I. Site Plan for Canyon Falls Amenity Center, a proposed community amenity center to include a 6,870 square-foot lifestyle building, swimming pool, playground, and related facilities on 6.519 acres of land situated in the W. Love Survey, Abstract No. 728, to be platted as Lot 1, Block A, Canyon Falls Amenity Center, located at 6950 Canyon Falls Drive, and zoned Mixed-Use Planned Development (MPD). Nash Canyon Falls, LLC is the owner/applicant. J. Volk Consulting, Inc. is the engineer. Callison, LLC is the architect/landscape architect. Case # SP-15-005

J. An Ordinance of the Town of Northlake, Texas designating a certain area as a Reinvestment Zone for Commercial/Industrial Tax Abatement pursuant to Chapter 312 of the Texas Tax Code in the Town of Northlake, to be known as Reinvestment Zone 3, Town of Northlake, Texas; establishing the boundaries thereof; providing a savings clause and effective date

   i. Public Hearing
   ii. Ordinance (Ord. No. 16-0114A)

K. A Resolution of the Town of Northlake, Texas approving a business personal property Tax Abatement Agreement between the Town of Northlake, Texas, and Wesco Aircraft Hardware Corp to promote economic development and stimulate business and commercial activity in the Town; providing for required notices; and providing for an effective date (Res. No. 16-01)

L. Resolution of the Town Council of the Town of Northlake, Texas, authorizing and calling a General Municipal Election to be held on Saturday, May 7, 2016 for the purpose of electing three (3) council members to Places 1, 2, & 3; authorizing the notice of election; authorizing a joint election with other Denton County Political Subdivisions; authorizing the Town Administrator to enter into a contract with Denton County, Texas for election services and providing an effective date

(Res. No. 16-02)

M. An Ordinance of the Town Council of the Town of Northlake, Texas, approving and adopting a revised Budget for the Town for the Fiscal Year October 1, 2015 through September 30, 2016; providing that expenditures for said Fiscal Year shall be made in accordance with said Budget for an additional person in Finance Dept. (Ord. No. 16-0114C)

7. Convene into Tax Increment Reinvestment Zone No. 1 Board of Directors Meeting (separate agenda attached)

Reconvene into Regular Session

N. An Ordinance of the Town of Northlake, Texas approving a Project and Financing Plan for Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas; and providing an effective date (Ord. No. 16-0114D)

O. A Resolution of the Town of Northlake, Texas approving a Project Funding Agreement for Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas; providing an effective date (Res. No. 16-03)

P. A Resolution of the Town of Northlake Texas approving Bylaws of Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas; and providing an effective date (Res. No. 16-04)

8. Executive Session
The Town Council may enter into Executive Session during the meeting to seek legal advice from its attorney on any posted agenda item, or to discuss any item that is authorized by the Texas Open Meetings Act to be discussed in closed session including:

a) In accordance with Texas Government Code, Section 551.071, consultation with attorney regarding pending or contemplated litigation or a settlement offer involving - Town of Northlake vs City of Justin

Discuss, Consider and Act on appropriate action relative to the Executive Session

9. Adjournment

CERTIFICATE

I hereby certify that the above agenda was posted on the front glass door at the Town Hall 1400 FM 407, Northlake, Texas on Monday, January 11, 2016 by 4:00 pm

Shirley Rogers
Town Secretary

NOTE: The Town Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development Negotiations)

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TOWN OF NORTHLAKE

1. **Call to Order**

TOWN OF NORTHLAKE

2. Briefing Item

A. Northlake Resident Survey 2016

B. FY 16 Quarterly Investment Report

C. FY 16 1st Quarter Budget Report

1400 FM 407
Northlake, TX 76247
940-648-3290
Fax 940-648-0363

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

CC: Shirley Rogers, Town Secretary

Date: January 14, 2016

Re: 2016 Northlake Resident Survey Preliminary Results

In May 2010, the Town of Northlake conducted its first resident survey. The survey was sent via mail to all known residential addresses. The survey covered topics such as satisfaction with town services and views on quality of life as well as preferences for retail businesses. In October 2013, the Town conducted another survey in conjunction with the Economic Development Corporations that asked similar questions in the 2010 survey but went more in depth on consumer preferences and habits. The 2013 survey was mailed with an internet-based entry option available.

Town staff conducted a resident survey in house using internet-based survey tools but did not mail survey forms. The overall response rate of 138 responses is higher than 2010 and 2013 which were 67 and 105, respectively. However when you remove nonresidents from the responses only 63 Northlake residents responded. Staff anticipated a slightly lower response rate because no surveys were mailed. We had hoped the notification through Facebook, the website, and email blast would compensate for the drop off in response rate. Interestingly, 47 Harvest residents responded to the survey which will be helpful in determining retailer choices.

A presentation will be made to Council breaking-down each question by Northlake resident and nonresident and overall retail choices. Overall responses track very similar to past years. We continue to see a slight divergence in desires for the community with the majority requesting more amenities and retail options counterbalanced by minority who hope for a continued rural atmosphere with minimal development.

Please contact me at 940.242.5701 if you have any questions or comments.

1400 FM 407
Northlake, TX 76247
940-648-3290
Fax 940-648-0363

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Karen Bolyard, Director of Finance

CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary

Date: January 14, 2016

Re: Quarterly Investment Report – First Quarter 2016

During the first quarter of fiscal year 2016, the Town earned $3,549.00 in interest revenue from investments. When comparing the first quarter interest earnings with the fourth quarter of 2015 interest earnings, the Town incurred a 16.62% or $505.79 increase in interest income.

Approximately 65% of the investments that the Town holds are in LOGIC. This entity allows local governments within Texas to "pool" their money together to earn increased returns over individual investment options. One advantage of the pooled system is same day access to funds should the need arise. The pool is maintained in accordance with the Public Funds Investment Act. The pool's interest yield is regularly compared to Treasury Bills because of the similarities in security. Treasury Bills are sold by the US Government and are considered the most conservative investment option, often having the lowest interest yield. The Treasury bill return remains low, fueling low earnings in the pools.

The remainder of the Town's investments are held in an interest bearing account with Wells Fargo. The interest rate offered through Wells Fargo is comparable to that of investment pools and allows the Town to use the balance to earn credits to offset banking fees. The investments are partially covered from bank default by FDIC insurance with the remainder fully collateralized with the collateral held by a third party.

If you have any questions regarding this report or need further information please contact me at 940-242-5706.

NORTHLAKE
TEXAS

Quarterly Investment Report

October-December 2015

Investment	Account Number	Acount Name	Account Code	Beginning Balance	Interest Earned Oct-15	Interest Earned Nov-15	Interest Earned Dec-15	Ending Balance
Wells Fargo	65302966649	General Fund	100-11225-00-00	1,294,423.25	213.75	236.89	247.47	1,295,121.36
LOGIC	752414814001	General Fund	100-11275-00-00	39,147.10	5.44	5.27	7.76	39,165.56
Wells Fargo	65302966649	Donations Fund	105-11225-00-00	6,623.78	1.09	1.21	1.27	6,627.35
LOGIC	752414814001	Donations Fund	105-11275-00-00	903.40	0.13	0.12	0.18	903.83
Wells Fargo	65302966649	Hotel/Motel Fund	110-11225-00-00	277,239.55	45.78	50.74	53.00	277,389.07
LOGIC	752414814001	Hotel/Motel Fund	110-11275-00-00	63,237.55	8.79	8.51	12.53	63,267.38
Wells Fargo	65302966649	Court Revenue Fund	120-11225-00-00	53,767.11	8.88	9.84	10.28	53,796.11
LOGIC	752414814001	Court Revenue Fund	120-11275-00-00	9,908.78	1.38	1.33	1.96	9,913.45
Wells Fargo	65302966649	4A EDC	130-11225-00-00	285,441.62	47.13	52.24	54.57	285,595.56
LOGIC	752414814001	4A EDC	130-11275-00-00	28,105.57	3.91	3.78	5.57	28,118.83
Wells Fargo	65302966649	4B CDC	131-11225-00-00	263,973.65	43.59	48.31	50.47	264,116.02
LOGIC	752414814001	4B CDC	131-11275-00-00	28,105.57	3.91	3.78	5.57	28,118.83
Wells Fargo	65302966649	Belmont	140-11225-00-00	40,155.88	6.63	7.35	7.68	40,177.54
LOGIC	752414814001	Belmont	140-11275-00-00	4,015.11	0.56	0.54	0.80	4,017.00
Wells Fargo	65302966649	Police Asset Forfeiture Fund	150-11225-00-00	7,542.86	1.25	1.38	1.44	7,546.93
Wells Fargo	65302966649	Child Safety Fund	152-11225-00-00	52,010.45	8.59	9.52	9.94	52,038.50
LOGIC	752414814001	Child Safety Fund	152-11275-00-00	4,617.33	0.64	0.62	0.91	4,619.51
Wells Fargo	65302966649	Debt Service Fund	160-11225-00-00	29,131.06	4.81	5.33	5.57	29,146.77
Wells Fargo	65302966649	Water/Waste Water Fund	200-11225-00-00	1,910.83	0.32	0.35	0.37	1,911.86
LOGIC	752414814001	Water/Waste Water Deposit Fund	200-11280-00-00	29,478.62	4.10	3.97	5.84	29,492.52
Wells Fargo	65302966649	Cost Recovery Fund	201-11225-00-00	128,600.82	21.24	23.53	24.59	128,670.18
LOGIC	752414814001	Cost Recovery Fund	201-11285-00-00	14,153.18	1.97	1.90	2.80	14,159.86
LOGIC	752414814011	Waterline Project-CO Srs 2014A	203-11275-00-00	891,194.18	123.79	119.90	176.53	891,614.40
LOGIC	752414814013	Waterline Project-CO Srs 2014B	203-11276-00-00	390,523.41	54.23	52.57	77.34	390,707.55
Wells Fargo	65302966649	Capital Projects Fund	301-11225-00-00	25,108.22	4.15	4.59	4.80	25,121.76
LOGIC	752414814012	Highlands PID #2 Developer Reim	402-11275-00-00	3,019,045.69	419.29	406.21	597.98	3,020,469.17
Wells Fargo	65302966649	Equipment Fund	505-11225-00-00	160,741.07	26.54	29.42	30.73	160,827.76
				$ 7,149,105.64	**$ 1,061.85**	**$ 1,089.21**	**$ 1,397.94**	**$ 7,152,654.64**

Total Quarter Interest Earned $ 3,549.00

AVERAGE YIELDS		WEIGHTED AVERAGE MATURITY	
LOGIC	0.1868%		41 days
Wells Fargo	0.2133%		

TREASURY YIELDS	
30 Day T-Bill	0.0876%
90 Day T-Bill	0.1255%
1 Year T-Bill	0.4673%

Drew Corn, Town Administrator

1400 FM 407
Northlake, TX 76247
940-648-3290
Fax 940-648-0363

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

CC: Shirley Rogers, Town Secretary

Karen Bolyard, Finance Director

Date: January 14, 2016

Re: Quarterly Budget Review – First Quarter of Fiscal Year 2015-2016

Karen Bolyard, Finance Director, will present the Quarterly Budget Review for the First Quarter of Fiscal Year 2015-2016. Due to special audit requirements and issues with our accounting system, Karen is finalizing entries so the report is not yet available. We will send the Council the report via email sometime prior to Thursday's Council meeting.

The General Fund sales tax budget is $360,000. Sales tax revenues for the first quarter of FY 2011 are approximately $150,000 of which half is non-recurring construction sales tax. Court fines are tracking below budget at $156,250 at the end of the first quarter. Property tax revenues are coming in at slightly higher than expected due to increase delinquent collections. General Fund expenditures are within 25% of the annual budget.

Revenues in special revenue funds: Hotel Occupancy Tax is tracking higher than budget expectations. While NEDC Sales Tax and NCDC Sales Tax are at expectations. All three funds still have adequate revenues to cover planned expenditures including the planned reimbursement of construction sales tax per the 380 Agreement with Stream Realty.

The Utility Fund revenues, specifically water sales, are above the previous year for the months of October, November and December. If this trend continues, Utility Fund revenues will reached adopted budgeted amounts. Expenditures are tracking below 25% through the first quarter.

Please contact me at 940.242.5701 if you have any questions or comments.

TOWN OF NORTHLAKE

3. Regular Session

TOWN OF NORTHLAKE

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4. Public Recognition/Citizens' Agenda/Written

Communications

TOWN OF NORTHLAKE

5. Consent Items

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Town of Northlake
Council Meeting Minutes
Thursday, December 10, 2015
1400 FM 407 - Northlake Texas

1. Mayor Peter Dewing called the Workshop Session to order at 5:31 pm and announced a quorum was present

   Councilmembers present: Peter Dewing, Jean Young, Mike McBride, Michael Ganz, Roger Sessions

   Councilmember absent: Danny Simpson

   Staff present: Drew Corn, Town Administrator; Nathan Reddin, Development Director; Robert Crawford, Chief of Police; Eric Tamayo, Public Works Director; Karen Bolyard, Finance Director; and Shirley Rogers, Town Secretary

   Consultants present: Ashley Dierker, Legal Counsel; Ben McGahey, PE; Andy Messer, Legal Counsel; Leroy Grawunder, Jr., Legal Counsel; Boyd London, Financial Advisor

2. Briefing
   A. Drew Corn briefed the council on the proposed creation of additional Accounting Clerk Position in Finance to focus primarily on utility billing but serve as backup for other functions. The two existing positions will focus on general government financial activity

   B. Nathan Reddin briefed the council on an upcoming agenda item for a Meritorious Exception request to add an east facing digital billboard sign on the billboard structure located at the northeast corner of IH 35W and SH 114. The Town of Northlake is the property owner. Lamar Outdoor Advertising is the applicant. Case # VR-15-003

3. Regular Session
   Mayor Dewing called the Regular Session to order at 5:43 pm
   Pledge of Allegiance and a Moment of Silence was observed

4. Public Recognition/Citizens' Agenda/Written Communications - None received

5. Consent Items
   C. By general consent the Meeting Minutes of 11-12-15 were approved by a unanimous vote

6. Regular Items
   D. This item was tabled until a later date-Final Plat of Canyon Falls Amenity Center, one HOA amenity lot on a 6.519-acre tract of land out of the W. Love Survey, Abstract No. 728, located at 6950 Canyon Falls

Drive, and zoned Mixed-Use Planned Development (MPD). Nash Canyon Falls, LLC is the owner/applicant. J. Volk Consulting, Inc. is the engineer/surveyor. Case # FP-15-020

E. This item was tabled until a later date - Site Plan for Canyon Falls Amenity Center, a proposed community amenity center to include a 6,870 square-foot lifestyle building, swimming pool, playground, and related facilities on 6.519 acres of land situated in the W. Love Survey, Abstract No. 728, to be platted as Lot 1, Block A, Canyon Falls Amenity Center, located at 6950 Canyon Falls Drive, and zoned Mixed-Use Planned Development (MPD). Nash Canyon Falls, LLC is the owner/applicant. J. Volk Consulting, Inc. is the engineer. Callison, LLC is the architect/landscape architect. Case # SP-15-005

F. Councilman McBride moved to approve the Final Plat of Lot 1, Block 5, Northport Addition, a 28.132-acre tract of land out of the B.B.B. & C.R.R. Co. Survey, Abstract No. 189, and the L. Medlin Survey, Abstract No. 830, generally located east of IH 35W, north of SH 114, and west of Ashmore Lane, and zoned Industrial Planned Development (I-PD). WF-FB NLTX, LLC is the owner/applicant. Pacheco Koch Consulting Engineers is the engineer/surveyor. Case # FP-15-021.2nd by Councilmember Young

Vote: Motion passed unanimous

G. An Ordinance amending Ordinance No. 01-0809B being a Mixed-Use Planned Development zoning district as amended; establishing the zoning classification and development standards of certain property as described in Exhibit 'A', being more particularly described as a 56.08 acre tract of land out of the G.W. Shamblin Survey, Abstract No. 1191, in the Town of Northlake, Denton County, Texas; providing a penalty clause; providing a severability clause; providing a savings clause; and providing an effective date. B2 Investments, LLC is the owner/applicant. Akshar, LLC is the applicant/developer. Case # PD-15-007

i. Public Hearing - Mayor Dewing opened the public hearing at 5:49 pm to hear comments for or against the proposed zoning amendment

Received two written comments against the proposed zoning change from Scott Hill, owner of Denton Creek Senior Center and Mike Patel, owner of Holiday Inn Express

Ryan Patterson, B2 Investment LLC, owner/applicant was in favor of the proposed zoning change

Joel McGregor, Northlake resident was in favor of the proposed zoning change

Mayor Dewing closed the public hearing at 5:52 pm

ii. Councilmember Ganz moved to approve Ordinance 15-1210A. 2nd by Councilmember McBride

Vote: Motion passed unanimous

H. Councilmember Young moved to approve Resolution No. 15-46 of the Town of Northlake, Texas, acknowledging receipt of a petition proposing expansion of the boundaries of Belmont Fresh Water

Supply District No. 1 of Denton County to include approximately 44 acres of land and consenting to such annexation. 2nd by Councilmember McBride

Vote: Motion passed unanimous

I. Councilmember McBride moved to approve the Third amendment to the Third Amended and Restated Development Agreement between Town of Northlake, Texas and Belmont 407, LLC, Realty Capital Argyle 114 LTD., Hillwood Enterprises LP., Roger Leslie Thompson, Paula Kay Thompson, Donald Allen Thompson, and Belmont Fresh Water Supply District No. 1 of Denton County. 2nd by Councilmember Young

Vote: Motion passed unanimous

J. Councilmember Sessions moved to approve the Management and Improvement Services Agreement between the Town of Northlake, Texas and First Service Residential Texas Inc. within the Northlake Public Improvement District No. 1 (Harvest Residential). 2nd by Councilmember Ganz

Vote: Motion passed unanimous

K. An Ordinance designating and creating a tax increment financing reinvestment zone to be entitled Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas on approximately 514 acres of land generally located on the east side of Cleveland Gibbs Road, approximately 1200 feet north of FM 1171; providing for the establishment a board of directors and a tax increment fund for such reinvestment zone; providing a repealing clause; providing a severability clause; and providing an effective

i. Mayor Dewing opened the public hearing at 6:26 pm to hear comments for or against the proposed tax increment financing reinvestment zone

Joel McGregor, Northlake resident stated his opposition to the tax increment reinvestment zone

Brian Montini, Northlake resident had concerns about the tax increment reinvestment zone management

Tammy Wright, Northlake resident was in favor of the tax increment reinvestment zone and knew from serving on the Parks Committee the number one item residents wanted was trails and parks system in the town

Brian Cramer, Newland Communities developer, was in favor of the tax increment reinvestment zone which had been contemplated from the beginning for the development. Will elevate the dollars within the community

Mayor Dewing closed the public hearing at 6:35 pm

ii. Councilmember Ganz moved to approve Ordinance No. 15-1210B. 2nd by Councilmember McBride

Vote: Motion passed unanimous

L. Councilmember Young moved to approve Resolution No. 15-47 appointing the Town Council to serve as directors and Mayor Peter Dewing to serve as chairman for the board of Tax Increment Financing Reinvestment Zone Number One, Town of Northlake, Texas and providing an effective date. 2nd by Councilmember McBride

Vote: Motion passed unanimous

7. Executive Session

Councilmember Young moved to convene into close session at 6:43 pm. 2nd by Councilmember Ganz

Vote: Motion passed unanimous

a) In accordance with Texas Government Code, Section 551.071, consultation with attorney regarding pending or contemplated litigation or a settlement offer involving - Town of Northlake vs City of Justin

b) In accordance with Texas Government Code, Section 551.087 Economic Development Incentive Package with Project Odd Job

c) In accordance with Texas Government Code, Section 551.087 Economic Development Negotiations
   i. Pioneer Grant Program Application PGP-15-001
   ii. Pioneer Grant Program Application PGP-15-002

Open Session

Councilmember Ganz moved to reconvene into open session at 7:17 pm. 2nd by Councilmember Young
Vote: Motion passed unanimous

7 a) Councilmember McBride made the motion to authorize the Mayor to consider the mediated settlement agreement and approve and execute same at his discretion. 2nd by Councilmember Young

Vote: Motion passed unanimous

6. Regular Session (continued)

M. Councilmember McBride moved to approve Resolution No. 15-48 approving the First Amended and Restated Chapter 380 Development Agreement among Town of Northlake, Northlake Economic Development Corporation, Northlake Community Development Corporation and Stream Realty Acquisition, LLC and rescinding the original agreement enacted on July 31, 2014. 2nd by Councilmember Ganz

Vote: Motion passed unanimous

N. Councilmember McBride moved to approve Resolution No. 15-49 of the Town of Northlake, Texas, establishing the Wesco 2015 Program and approving a Chapter 380 Agreement between the Town and Wesco Aircraft Hardware Corp pursuant to the Town's Incentive Policy to promote economic

development and stimulate business and commercial activity, and to create and retain primary jobs in the Town; and providing an effective date. 2nd by Councilmember Ganz

Vote: Motion passed unanimous

O. Councilmember Young moved to approve the Pioneer Grant Performance Agreement between the Town of Northlake, Texas, Northlake Economic Development Corporation and the Northlake Community Development Corporation and Bobby Cox Companies, Inc. for the development of a Rosa's Café and Tortilla Factory (PGP-15-001). 2nd by Councilmember Ganz

Vote: Motion passed unanimous

8. Mayor Dewing adjourned the meeting at 7:21 pm

Passed and approved on this the 14th day of January, 2015

Town of Northlake, Texas

_____

Peter Dewing, Mayor

Attest:

_____

Shirley Rogers, Town Secretary

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS

COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

To Whom it May Concern,

The DPS Interlocal Cooperation Contract is currently up for renewal. In order to purchase alcohol blood test kits, gunshot residue kits, urine specimen kits, and syringe transport tubes, we must have a current contract on file.

The contract becomes effective immediately and will expire August 31, 2017. Please fill out the Cooperation Contract and return to the address listed below. Please feel free to contact me if you have any questions.

Mail to:
DPS General Stores
108 Denson Drive
Austin, TX 78752

Thank you,

Brandon McCradic
DPS General Stores
Phone # (512) 424-5718, (512) 424-5424
Fax# (512) 424-5429

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
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COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

May 1, 2015

To Whom It May Concern:

The Texas Department of Public Safety Interlocal Cooperation Contract will expire August 31, 2015. Enclosed is the revised contract effective September 1, 2015 through August 31, 2017.

If your agency is interested in purchasing intoxilyzer mouthpieces, alcohol blood test kits, gunshot residue kits, urine specimen kits or syringe transport tubes, we must have a current contract on file before your order can be processed.

Please note that an Interlocal Cooperation Contract is not required to obtain printed materials.

Sincerely,

Bruce Tabor, Director,
Reprographics & Distribution Services

INTERLOCAL COOPERATION CONTRACT
DPS, REPROGRAPHICS & DISTRIBUTION SERVICES
P.O. BOX 15999
AUSTIN, TEXAS 78761-5999

THE STATE OF TEXAS

COUNTY OF TRAVIS

THIS CONTRACT is entered into by and between the Texas Department of Public Safety and the local government agency shown below as the Contract Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Contract Act," Government Code, Chapter 791, and in furtherance of the responsibilities of the Texas Department of Public Safety as provided in Government Code, Chapter 411.

I. CONTRACTING PARTIES

The Receiving Agency: NORTHLAKE POLICE DEPARTMENT

Complete Address: 1400 FM407 (Street Address) NORTHLAKE, TX (City and State) 76247 (Zip Code)

The Performing Agency: Texas Department of Public Safety

II. STATEMENT OF SERVICE TO BE PERFORMED:

The Texas Department of Public Safety will provide, in accordance with the procedures set forth in Department rules, certain forms, manuals, gunshot residue kit, and supplies for the Receiving Agency to use in the Breath Testing and Laboratory Alcohol and Drug Testing Program. The purpose and objective of this Contract is to control and establish uniform procedures, paperwork and supplies used in the above mentioned programs.

III. BASIS FOR CALCULATING COSTS:

Cost shall be in accordance with the attached document (revised price sheet).

IV. PAYMENT FOR SUPPLIES:

Receiving Agency shall submit full payment to the Department of Public Safety at the time of order. Payment shall be made from the Receiving Agency's current revenues.

V. TERMS OF CONTRACT:

This Contract shall become effective September 1, 2015 and shall terminate on August 31, 2017.

THE UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performances of this Contract. It is mutually understood that this Contract shall be effective if signed by a person authorized to do so according to the normal operating procedure of said party. If the governing body of a party is required to approve this Contract, it shall not become effective until approved by the governing body of that party. In that event, this Contract shall be executed by the duly authorized official(s) of the party as expressed in the approving resolution or order of the governing body of said party, a copy of which shall be attached to this Contract.

RECEIVING AGENCY	PERFORMING AGENCY
NORTHLAKE POLICE DEPARTMENT	TEXAS DEPARTMENT OF PUBLIC SAFETY
Name of Agency	Name of Agency
By: _____	By: _____
Authorized Signature	Authorized Signature
CHIEF OF POLICE	_____
Title	Title
Date: 1-14-2016	Date: _____

INTRODUCTION

The Texas Department of Public Safety is stocking certain forms, manuals, gunshot residue kit, and supplies for the Intoxilyzer Breath Testing Program and the Laboratory Alcohol and Drug Testing Program for all Texas cities, counties and state Department of Public Safety operations. This is being done to control uniformity of procedures, consistency of paper work and supplies of the Breath Testing Program and the Laboratory Alcohol and Drug Testing Program thus strengthening our position in court should the need arise. We will also be able to take advantage of volume buying thus passing on the savings to you, the customer. Certain minimum quantities and packaging will be required in order to be as efficient as possible. The prices will differ between DPS and non-DPS users. The non-DPS agencies will be charged a slightly higher price due to all administrative and handling expense and will be required by law to have an Interlocal Cooperation Contract on file with Reprographics & Distribution Services for any supply item such as mouthpieces, alcohol blood tests kits, gunshot residue kit and urine specimen kit. An Interlocal Contract is not required for printed materials. We strongly urge that all purchases be discussed and coordinated with your local Breath Test Program Technical Supervisor and/or DPS Headquarters Laboratory Alcohol and Drug Testing Program personnel. These individuals are familiar with the ordering procedure and should be aware of any price changes. The Technical Supervisor or Laboratory Alcohol and Drug Testing personnel will also be in a position to advise the purchaser of the quantities of supplies that will be needed.

INSTRUCTIONS FOR THE PURCHASE OF

INTOXILYZER BREATH TESTING AND LABORATORY ALCOHOL/DRUG TESTING

SUPPLIES AND GUN SHOT RESIDUE KIT

1. **Submit your request on your department letterhead using the sample on page 5.**

   This request must have an authorized signature and the name and phone number of a contact person. Also, furnish exemption number if tax exempt.

   Attach pages 3 and 4 to include requested items and total amount due.

   This request should be addressed to:

DPS GENERAL STORES
P.O.BOX 15999
AUSTIN, TEXAS 78761-5999

2. Prices will be subject to change on a periodic basis and include shipping and handling.

3. Submit check or money order made out to the **Department of Public Safety, General Stores**, along with your request.

4. Our minimum stock quantities for non DPS agencies of Intoxilyzer Breath Testing and Alcohol/Drug testing supplies and printed materials will be listed on pages 3 and 4. Minimum quantities must be adhered to.

5. If you have any questions concerning this procedure, please contact:

DPS GENERAL STORES

512-424-5424

512-424-5718

NON DPS AGENCIES PRICE SHEET

AN INTERLOCAL COOPERATION CONTRACT IS NOT REQUIRED TO PURCHASE PRINTED MATERIALS BELOW

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

THESE ITEMS MUST BE PRE-PAID

QUANTITY	DESCRIPTION	MINIMUM QUANTITY	PRICES	TOTAL AMOUNT
_____	**DIC 23** PEACE OFFICERS SWORN REPORT **(Rev. 9-01)**	PAD 50 SETS	$2.50/PAD	_____
_____	**DIC 23A** SPECIMEN ROUTING REPORT	PAD 50 SETS	$2.50/PAD	_____
_____	**DIC 24** STATUTORY WARNING	PAD 50 SETS	$2.50/PAD	_____
_____	**DIC 25** NOTICE OF SUSPENSION TEMPORARY DRIVING PERMIT	PAD 50 SETS	$2.50/PAD	_____
_____	**DIC 54** PEACE OFFICER'S SWORN REPORT COMM. MOTOR VEHICLE	PAD 50 SETS	$2.50/PAD	_____
_____	**DIC 55** STATUTORY WARNING COMMERCIAL MOTOR VEHICLE OPERATORS	PAD 50 SETS	$2.50/PAD	_____
_____	**DIC 56** BREATH TEST TECHNICAL SUPERVISOR AFFIDAVIT	PAD 50 SETS	$2.50/PAD	_____
_____	**DIC 57** NOTICE OF DISQUALIFICATION **(Rev. 9-01)**	PAD 50 SETS	$2.50/PAD	_____
DIC SPANISH FORMS:				
_____	**DIC 24S** DWI STATUTORY WARNING	PAD 50 SETS	$2.50/PAD	_____
_____	**DIC 25S** NOTICE OF SUSPENSION	PAD 50 SETS	$2.50/PAD	_____
_____	**DIC 57S** NOTICE OF DISQUALIFICATION	PAD 50 SETS	$2.50/PAD	_____
THP FORMS:				
_____	**THP 1** OFFENSE REPORT	PAD OF 100 SHEETS	$2.50/PAD	_____
_____	**THP 1A** SFST SCORING SHEET	PAD OF 100 SHEETS	$2.50/PAD	_____

_____	**THP 51** STATUTORY AUTHORIZATION MANDATORY BLOOD SPECIMEN	PAD OF 100 SHEETS	$2.50/PAD	_____
_____	**THP 51A** AFFIDAVIT OF PERSON WHO WITHDREW BLOOD	PAD OF 100 SHEETS	$2.50/PAD	_____
_____	**THP/BR 38** INTOXILYZER MANUAL	(BINDER, TABS & CONTENTS)	$8.75/EACH	_____

*MUNICIPALITIES AND COUNTIES MUST HAVE AN INTERLOCAL CONTRACT ON FILE TO PURCHASE ITEMS BELOW

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

THESE ITEMS MUST BE PRE-PAID

QUANTITY	DESCRIPTION	MINIMUM QUANTITY	PRICES	TOTAL AMOUNT
_____	* PBT (MOUTHPIECES) (PORTABLE BREATH TESTING TUBE)	1 PKG of 25 EACH	$4.50/PKG.	_____
_____	* INTOXILYZER MOUTHPIECES	1 PKG of 100 EACH	$23.00/PKG.	_____
_____	* ALCOHOL BLOOD TEST KIT	1 EACH	$6.50/EACH	_____
_____	* URINE SPECIMEN TEST KIT	1 EACH	$4.50/EACH	_____
_____	* SYRINGE TRANSPORT TUBES	1 EACH	$3.50/EACH	_____
_____	* GUNSHOT RESIDUE KIT	1 EACH	$8.50/EACH	_____

TOTAL ENCLOSED _____

(Items from pages 3 & 4)

MAIL ORDERS AND PAYMENTS TO:

GENERAL STORES

P.O. BOX 15999

AUSTIN, TEXAS 78761-5999

512 -424-5424

512-424-5718

USING YOUR LETTERHEAD, PRINT THIS PAGE,
ATTACH ORDER SHEETS, AND MAIL TO:
GENERAL STORES
P.O. BOX 15999
AUSTIN, TEXAS 78761-5999

DATE _____

Gentlemen:

Please enter our purchase order for the attached supplies. My check is enclosed.

Sincerely,

_____

Title _____

Tax exempt number _____

Contact person _____ Phone number _____

Physical Address (City, State, Zip)

_____

Email Address

_____

1400 FM 407
Northlake, TX 76247
940-648-3290
Fax 940-648-0363

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

CC: Robert Crawford, Chief of Police

Shirley Rogers, Town Secretary

Date: January 14, 2015

Re: Proposed Speed Limit Change on Faught Road

The Town staff was asked to review the speed limit on Faught Road to determine if the speed limit should be adjusted. Currently the speed limit is 30 MPH. In addition portions of Faught are in the Town's extraterritorial jurisdiction and therefore fall under Denton County enforcement.

Per Section 545.356 of the Texas Transportation Code, a traffic study must be conducted. Fortunately, the Town has a speed indicator that includes a log of vehicle speeds. The log showed that the 85th percentile recorded speeds was 35 MPH therefore eligible for adjustment.

Because the roadway fails under county and Town jurisdiction, Town staff is working with Denton County. The County has accepted the speed log as the required traffic study as well. If Council approves the change of speed limit for the Town portion of Faught Road, Town staff will coordinate with Denton County so that new speed limit signs will be installed simultaneously so as to avoid confusion of drivers.

Please contact me at 940.242.5701 if you have any questions or comments.

ORDINANCE NO. 16-0114A

AN ORDINANCE AMENDING CODE OF ORDINANCES, TOWN OF NORTHLAKE, TEXAS; PURSUANT TO TEXAS TRANSPORTATION CODE, SECTION 545.356 AND TOWN ORDINANCES, CHAPTER 11, TRAFFIC AND VEHICLES, ARTICLE 11.03, OPERATION OF VEHICLES, SECTION 11.03.043, SPEED LIMITS ON SPECIFIC STREETS; PROVIDING THE MAXIMUM PRIMA FACIE SPEED LIMIT FOR FAUGHT ROAD WITHIN THE CORPORATE LIMITS OF THE TOWN; PROVIDING A PENALTY NOT TO EXCEED $200 FOR VIOLATIONS HEREOF; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 545.356 Texas Transportation Code, provides that whenever the governing body of the Town shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the Town, taking into consideration the width and condition of the traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit there at or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; and

WHEREAS, the Town of Northlake has conducted an engineering and traffic investigation and study to determine a prima facie maximum speed limit which is reasonable and safe on the portions of the roadways that are the subject of this ordinance; and

WHEREAS, the Town Council hereby finds and determines based upon said engineering and traffic investigation and study that the existing speed limits on portions of Faught Road located within Town limits are unreasonable and unsafe and the Town Council hereby declares that the speed limit in those areas should be changed as set forth in this Ordinance; and

WHEREAS, the Town Council finds that an amendment to the speed limit on portions of Faught Road is in the best interest of the Town of Northlake and will promote the health, safety, and general welfare of the citizens of the Town of Northlake and the general public.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS:

Section 1. Upon the basis of any engineering and traffic investigation heretofore made as authorized by the provisions of Texas Transportation Code 545.356, indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways or parts thereof, described as follows:

a. That from and after the date of the passage of this speed zone ordinance, no motor vehicle shall be operated along and upon Faught Road within the corporate limits of the Town of Northlake in excess of the speeds now set forth in the following limit: 35 MPH

Section 2. The reduced speed limits set forth in Section 1, above, are effective when the Town Administrator, or his designee, erects signs giving notice of the new speed limits. The Town Administrator is directed to take such action necessary to ensure that such new speed limit signs are erected and installed.

Section 3. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not to exceed two hundred dollars ($200.00).

Section 4. All ordinances, orders or resolutions heretofore passed and adopted by the Town Council of the Town of Northlake, Texas, are hereby repealed to the extent that said ordinances, orders or resolutions, or parts thereof, are in conflict herewith.

Section 5. It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

Section 6. The Town Secretary of the Town of Northlake is hereby directed to publish the caption in the official newspaper of the Town as required by Section 52.011 of the Texas Local Government Code.

Section 7. This Ordinance shall take effect and be in full force from and after the date of its passage and publication.

PASSED AND APPROVED ON THIS THE 14TH DAY OF JANUARY, 2016.

Town of Northlake, Texas

_____
Peter Dewing, Mayor

ATTEST:

_____
Shirley Rogers, Town Secretary

TOWN OF NORTHLAKE

6. Regular Items

G. Final Plat of Stardust Ranch Phase 1, a phase of the proposed Stardust Ranch development consisting of 20 single-family residential lots on 72.472 acres of land in the J.E. Anderson Survey, Abstract No. 22, and zoned Rural Residential (RR) and Rural Estates Planned Development (RE-PD). Joyce Roach & Velta Mae Yarbrough are the owners. Douglas Properties Inc. is the applicant/developer. Westwood Professional Services is the engineer/surveyor. Case # FP-15-017

H. Final Plat of Canyon Falls Amenity Center, one HOA amenity lot on a 6.519-acre tract of land out of the W. Love Survey, Abstract No. 728, located at 6950 Canyon Falls Drive, and zoned Mixed-Use Planned Development (MPD). Nash Canyon Falls, LLC is the owner/applicant. J. Volk Consulting, Inc. is the engineer/surveyor. Case # FP-15-020.

I. Site Plan for Canyon Falls Amenity Center, a proposed community amenity center to include a 6,870 square-foot lifestyle building, swimming pool, playground, and related facilities on 6.519 acres of land situated in the W. Love Survey, Abstract No. 728, to be platted as Lot 1, Block A, Canyon Falls Amenity Center, located at 6950 Canyon Falls Drive, and zoned Mixed-Use Planned Development (MPD). Nash Canyon Falls, LLC is the owner/applicant. J. Volk Consulting, Inc. is the engineer. Callison, LLC is the architect/landscape architect. Case # SP-15-005

J. An Ordinance of the Town of Northlake, Texas designating a certain area as a Reinvestment Zone for Commercial/Industrial Tax Abatement pursuant to Chapter 312 of the Texas Tax Code in the Town of Northlake, to be known as Reinvestment Zone 3, Town of Northlake, Texas; establishing the boundaries thereof; providing a savings clause and effective date
   i. Public Hearing
   ii. Ordinance (Ord. No. 16-0114A)

K. A Resolution of the Town of Northlake, Texas approving a business personal property Tax Abatement Agreement between the Town of Northlake, Texas, and Wesco Aircraft Hardware Corp to promote economic development and stimulate business and commercial activity in the Town; providing for required notices; and providing for an effective date (Res. No. 16-01)

L. Resolution of the Town Council of the Town of Northlake, Texas, authorizing a General Municipal Election to be held on May 7, 2015 for the purpose of electing three (3) council members to Places 1, 2, & 3; authorizing a joint election with other Denton County Political Subdivisions and contract for election services with Denton County (Res. No. 16-02)

M. An Ordinance of the Town Council of the Town of Northlake, Texas, approving and adopting a revised Budget for the Town for the Fiscal Year October 1, 2015 through September 30, 2016; providing that expenditures for said Fiscal Year shall be made in accordance with said Budget for an additional person in Finance Dept. (Ord. No. 16-0114C)

N. An Ordinance of the Town of Northlake, Texas approving a Project and Financing Plan for Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas; and providing an effective date (Ord. No. 16-0114D)

O. A Resolution of the Town of Northlake, Texas approving a Project Funding Agreement for Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas; providing an effective date (Res. No. 16-03)

P. A Resolution of the Town of Northlake Texas approving Bylaws of Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas; and providing an effective date (Res. No. 16-04)

1400 FM 407
Northlake, TX 76247
940-648-3290
Fax 940-648-0363

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Nathan Reddin, Development Director

CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary

Date: January 14, 2016

Re: Final Plat of Stardust Ranch Phase 1 (FP-15-017)

Purpose: To consider approval of a Final Plat of Stardust Ranch Phase 1, a phase of the proposed Stardust Ranch development consisting of 20 single-family residential lots on 72.472 acres of land in the J.E. Anderson Survey, Abstract No. 22, a portion of which is located south of Robson Ranch Road and another portion located east of Florance Road.

Owners: Joyce Roach and Velta Mae Yarbrough

Applicant/Developer: Douglas Properties, Inc.

Engineer/Surveyor: Westwood Professional Services

Background: The concept for development of the 258.147-acre Stardust Ranch, which included providing a transition between the higher density residential development, both existing and planned, on the north and east sides of the property in the City of Denton's Robson Ranch development and the lower density residential development on the south and west sides of the development in Northlake's Rural Residential area, was first presented to the Town Council at the June 11, 2015 meeting. This led to the submittal of a planned development zoning change from Rural Residential (RR) to Rural Estates Planned Development (RE-PD) for a 215.09-acre portion of the property to incorporate additional standards and restrictions, including a concept plan with a transitional zone requiring a minimum lot size of two (2) acres on the western boundary of the site with one (1) acre minimum lot sizes for the remainder of the site. The RE-PD zoning was approved on July 30, 2015. The remaining 43.057 acres south of Robson Ranch Road remained zoned RR with minimum lot sizes greater than five acres. The preliminary plat for the entire 258.147-acre residential area was approved by the Town Council on November 12, 2015. The preliminary plat called for development of the site in two phases with lots fronting Florance Road and Robson Ranch Road to be developed in the initial phase.

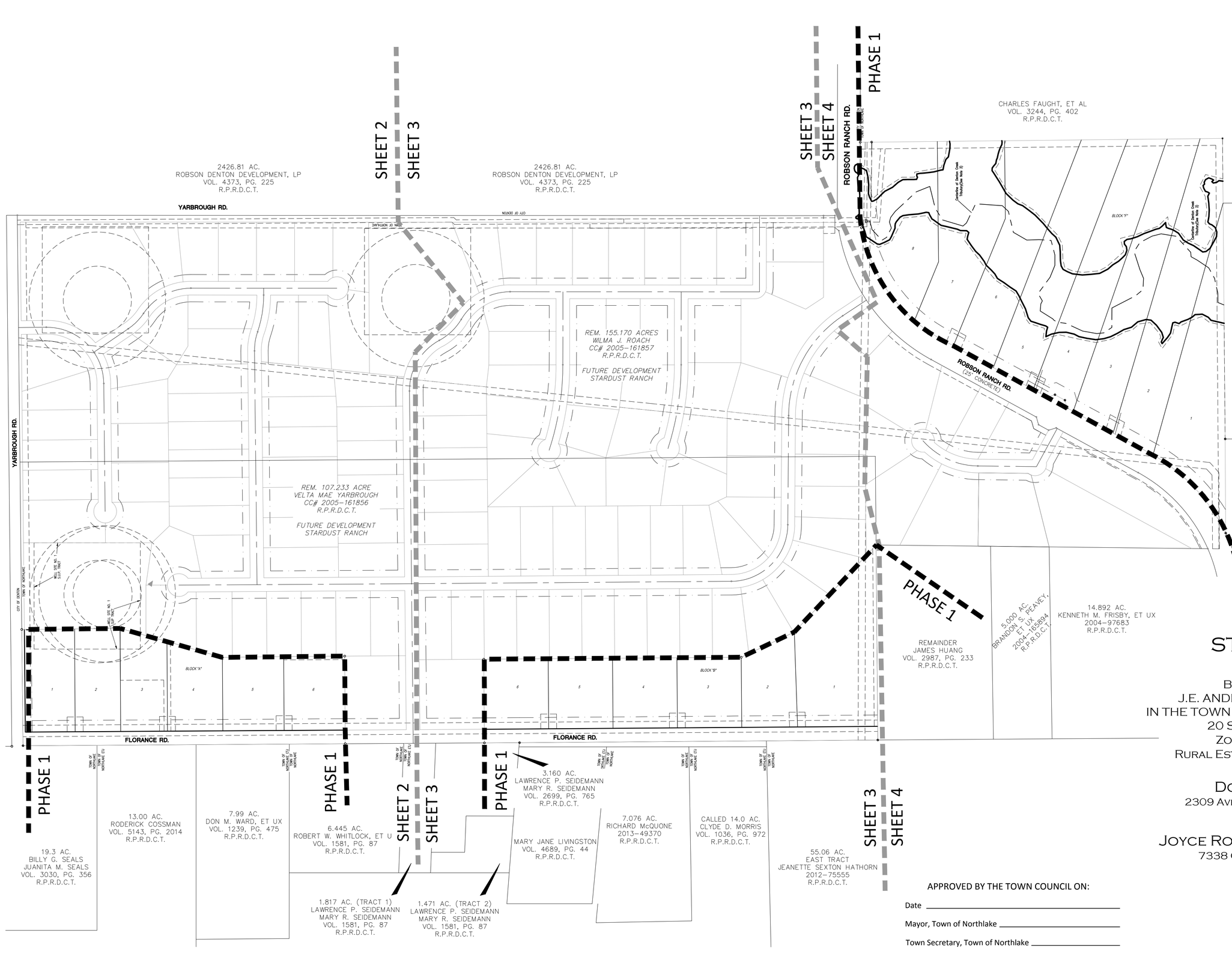
Staff Analysis: The applicant has provided a final plat application in accordance with the requirements of the Unified Development Code (UDC). The final plat is comprised of 20 single-family residential lots with 8 lots fronting Robson Ranch Road zoned RR with a minimum lot size of five (5) acres and 12 lots fronting Florance Road zoned RE-PD with a minimum lot size of two (2) acres since they are in the transition zone on the western boundary of the RE-PD.

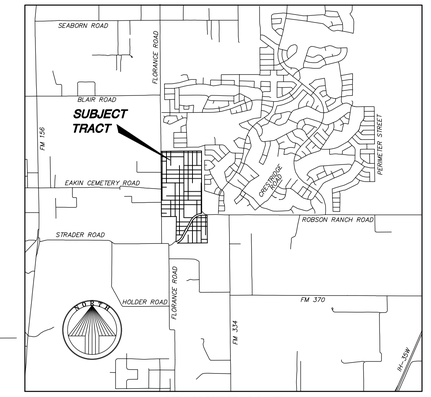
All lots in this phase will front on existing roads. Lots fronting Florance Road will be accessed via shared access easements as required by the RE-PD to reduce the number of driveway access points on the road.

Similarly, 6 of the 8 lots fronting Robson Ranch Road will be accessed via shared access easements. All lots are to be served by public water from the Town and private on-site sewage facilities to be permitted by the Town for each lot. A drainage study and construction plans for the water lines, including an off-site water line to be extended along Florance Road to the site, drainage infrastructure and shared access points have been submitted and are currently under review. Since the drainage study and construction plans have not been approved, any significant changes to the plat determined to be necessary while completing construction plan and drainage study review may require approval of an amended plat.

Staff Findings: The final plat appears to meet the minimum requirements of the UDC and the RE-PD, and it substantially conforms to the approved Preliminary Plat. Staff finds this final plat acceptable for approval as submitted conditioned on Town approval of the final Public Infrastructure Improvement Construction Plans and drainage study prior to recording of the final plat with the Denton County Clerk.

© 2015 Westwood Professional Services, Inc.





VICINITY MAP
N.T.S.

GRAPHIC SCALE 1"=200'
200 0 200 400

FINAL PLAT
OF
STARDUST RANCH
PHASE 1

BEING 72.472 ACRES IN THE
J.E. ANDERSON SURVEY, ABSTRACT NO. 22
IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TX
20 SINGLE FAMILY RESIDENTIAL LOTS
ZONED RURAL RESIDENTIAL (RR) &
RURAL ESTATES PLANNED DEVELOPMENT(RE-PD)

DEVELOPER
DOUGLAS PROPERTIES INC.
2309 AVENUE K. SUITE 100, PLANO, TEXAS 75074
972-422-1658

OWNER
JOYCE ROACH & VELTA MAE YARBOROUGH
7338 COUNTRYSIDE LANE, JUSTIN, TX 76247
940-648-3160

ENGINEER/SURVEYOR

APPROVED BY THE TOWN COUNCIL ON:

Date _____

Mayor, Town of Northlake _____

Town Secretary, Town of Northlake _____

Westwood

Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280
Toll Free (888) 937-5150 Plano, TX 75093
westwoodps.com

Westwood Professional Services, Inc.
Survey Firm Number: 10074301

1/5

January 06, 2016 #0006265

© 2015 Westwood Professional Services, Inc.

POINT OF BEGINNING (TRACT 1)

½" IRF
S 03°11' E 49.10'
½" CIRF

N89°22'53"E 510.66'
N89°24'45"E 450.72'
11.28'
30' B.L.
ROW DEDICATION
5/8"CIRS
CITY OF DENTON
TOWN OF NORTHLAKE
EXISTING RIGHT-OF-WAY LINE

YARBROUGH RD.

2426.81 AC.
ROBSON DENTON DEVELOPMENT, LP
VOL. 4373, PG. 225
R.P.R.D.C.T.

19.3 AC.
BILLY G. SEALS
JUANITA M. SEALS
VOL. 3030, PG. 356
R.P.R.D.C.T.

TOWN OF NORTHLAKE
TOWN OF NORTHLAKE ETJ

13.00 AC.
RODERICK COSSMAN
VOL. 5143, PG. 2014
R.P.R.D.C.T.

7.99 AC.
DON M. WARD, ET UX
VOL. 1239, PG. 475
R.P.R.D.C.T.

6.445 AC.
ROBERT W. WHITLOCK, ET
VOL. 1581, PG. 87
R.P.R.D.C.T.

1.817 AC. (TRACT 1)
LAWRENCE P. SEIDEMANN
MARY R. SEIDEMANN
VOL. 1581, PG. 87
R.P.R.D.C.T.

FLORANCE RD.
N00°20'55"W 1415.98'

25' LANDSCAPE, FENCE & TRAIL EASEMENT

1
2.278 ACRES
99,232 SQ.FT.

2
2.076 ACRES
90,445 SQ.FT.

3
2.000 ACRES
87,122 SQ.FT.

4
2.002 ACRES
87,186 SQ.FT.

5
2.003 ACRES
87,239 SQ.FT.

6
2.000 ACRES
87,120 SQ.FT.

BLOCK "A"

218.97'
200.00'
205.69'
243.20'
269.39'
267.98'
70'
65'
35'
50' B.L.

S89°39'05"W 451.75'
S89°39'05"W 452.69'
S89°39'05"W 394.41'
N89°39'05"E 322.58'
S89°39'05"W 325.10'
S89°39'05"W 385.10'

ACCESS EASEMENT
60' ROW DEDICATION

220.85'
432.13'
S00°37'07"E
213.79'
S15°28'17"W
253.59'
S16°06'25"W
269.40'
S00°53'08"E
267.98'
S00°20'55"E
227.69'
60.00'

5/8"CIRS
"PK" NAIL SET

WELL SITE NO. 1
S.U.P. TRACT

150' Gas Well Easement
300' No Build Gas Well Easement

25' LANDSCAPE EASEMENT

EAGLE MOUNTAIN PIPELINE Co.
CC# 2005-9066
R.P.R.D.C.T.

ENTERPRISE TEXAS PIPELINE
CC# 2008-12682
R.P.R.D.C.T.

REM. 107.233 ACRE
VELTA MAE YARBROUGH
CC# 2005-161856
R.P.R.D.C.T.

FUTURE DEVELOPMENT
STARDUST RANCH

REM. 155.170 ACRES
WILMA J. ROACH
CC# 2005-161857
R.P.R.D.C.T.

FUTURE DEVELOPMENT
STARDUST RANCH

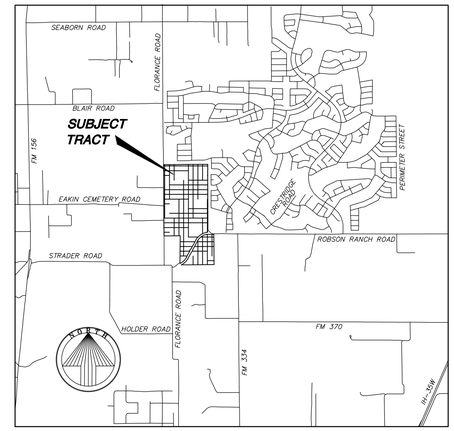
25' LANDSCAPE EASEMENT
30' ROW DEDICATION

MATCH LINE A

YARBROUGH RD.

2426.81 AC.
ROBSON DENTON DEVELOPMENT, LP
VOL. 4373, PG. 225
R.P.R.D.C.T.

TOWN OF NORTHLAKE



VICINITY MAP
N.T.S.

NORTH

GRAPHIC SCALE 1"=100'
100 0 100 200

STARDUST RANCH, PHASE 1

FINAL PLAT
OF
STARDUST RANCH
PHASE 1

BEING 72.472 ACRES IN THE
J.E. ANDERSON SURVEY, ABSTRACT NO. 22
IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TX
20 SINGLE FAMILY RESIDENTIAL LOTS
ZONED RURAL RESIDENTIAL (RR) &
RURAL ESTATES PLANNED DEVELOPMENT(RE-PD)

DEVELOPER
DOUGLAS PROPERTIES INC.
2309 AVENUE K. SUITE 100, PLANO, TEXAS 75074
972-422-1658

OWNER
JOYCE ROACH & VELTA MAE YARBOROUGH
7338 COUNTRYSIDE LANE, JUSTIN, TX 76247
940-648-3160

ENGINEER/SURVEYOR

Westwood

Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280
TollFree (888) 937-5150 Plano, TX 75093
westwoodps.com

Westwood Professional Services, Inc.
Survey Firm Number: 10074301

2/5

NOTES)(

The bearings shown hereon are created from actual field surveys, NAD83 Texas North Central Zone (4202), Grid Bearings & Ties to shown control monuments.

Selling a portion of any lot in this addition by metes and bounds is a violation of state law and city ordinance and is subject to penalties imposed by law.

LEGEND

CIRS	5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "WESTWOOD PS" SET
CIRF	CIRCULAR IRON ROD FOUND WITH PLASTIC CAP
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
ESMT	EASEMENT
S.F.	SQUARE FOOT
DE	DRAINAGE EASEMENT
BL	BUILDING LINE
UE	UTILITY EASEMENT
"X"	BLOCK LETTER
▶	STREET NAME CHANGE

January 06, 2016 #0006265

© 2015 Westwood Professional Services, Inc.

MATCH LINE A

NOTES)(

The bearings shown hereon are created from actual field surveys, NAD83 Texas North Central Zone (4202), Grid Bearings & Ties to shown control monuments.

Selling a portion of any lot in this addition by metes and bounds is a violation of state law and city ordinance and is subject to penalties imposed by law.

MATCH LINE A

CITY OF DENTON

2426.81 AC.
ROBSON DENTON DEVELOPMENT, LP
VOL. 4373, PG. 225
R.P.R.D.C.T.

ENTERPRISE TEXAS PIPELINE
CC# 2008-12682
R.P.R.D.C.T.

3.160 AC.
LAWRENCE P. SEIDEMANN
MARY R. SEIDEMANN
VOL. 2699, PG. 765
R.P.R.D.C.T.

"PK" NAIL SET N89°34'07"E 367.78' 5/8"CIRS
307.78'

N00°20'55"W 154.19'

1/2"IRF

MARY JANE LIVINGSTON
VOL. 4689, PG. 44
R.P.R.D.C.T.

TOWN OF NORTHLAKE ETJ

TOWN OF NORTHLAKE

7.076 AC.
RICHARD McQUONE
2013-49370
R.P.R.D.C.T.

TOWN OF NORTHLAKE

TOWN OF NORTHLAKE ETJ

CALLED 14.0 AC.
CLYDE D. MORRIS
VOL. 1036, PG. 972
R.P.R.D.C.T.

TOWN OF NORTHLAKE ETJ

TOWN OF NORTHLAKE

55.06 AC.
EAST TRACT
JEANETTE SEXTON HATHORN
2012-75555
R.P.R.D.C.T.

N00°25'53"W 1574.40'

FLORANCE RD.

60' ROW DEDICATION

70' 65'

N89°34'07"E
308.00'

ACCESS EASEMENT

35'

282.96' 282.96'

6
2.000 ACRES
87,136 SQ.FT.

282.86' 282.86'

5
2.000 ACRES
87,122 SQ.FT.

S00°25'53"E 1131.55'

4
2.000 ACRES
87,122 SQ.FT.

50' B.L.

BLOCK "B"

3
2.000 ACRES
87,120 SQ.FT.

5/8"CIRS

S25°24'18"E 258.07'

2
2.000 ACRES
87,122 SQ.FT.

245.08'

N88°02'17"E
417.11'

S46°47'38"E 524.83'

1
5.000 ACRES
217,818 SQ.FT.

351.90'

POINT OF BEGINNING (TRACT 2)

1/2"CIRF

796.79'
S89°30'26"W 856.79'

5/8"CIRS

REM. 107.233 ACRE
VELTA MAE YARBROUGH
CC# 2005-161856
R.P.R.D.C.T.

FUTURE DEVELOPMENT
STARDUST RANCH

REM. 155.170 ACRES
WILMA J. ROACH
CC# 2005-161857
R.P.R.D.C.T.

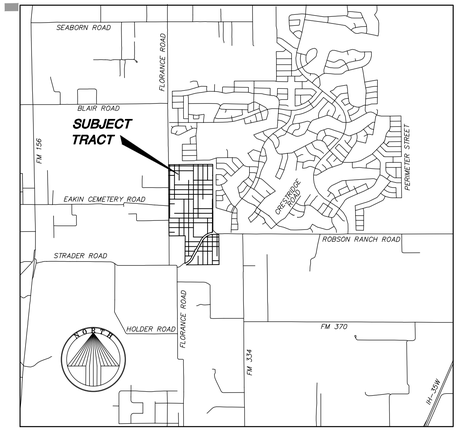
FUTURE DEVELOPMENT
STARDUST RANCH

EAGLE MOUNTAIN PIPELINE Co.
CC# 2005-9066
R.P.R.D.C.T.

ENERGY TRANSFER
CC# 2007-17515
R.P.R.D.C.T.

MATCH LINE B

MATCH LINE B



VICINITY MAP
N.T.S.

N O R T H

GRAPHIC SCALE 1"=100'
100 0 100 200

LEGEND

CIRS	5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "WESTWOOD PS" SET
CIRF	CIRCULAR IRON ROD FOUND WITH PLASTIC CAP
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
ESMT	EASEMENT
S.F.	SQUARE FOOT
DE	DRAINAGE EASEMENT
BL	BUILDING LINE
UE	UTILITY EASEMENT
"X"	BLOCK LETTER
▶	STREET NAME CHANGE

STARDUST RANCH, PHASE 1

FINAL PLAT
OF
STARDUST RANCH
PHASE 1

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J.E. ANDERSON SURVEY, ABSTRACT NO. 22
IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TX
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ZONED RURAL RESIDENTIAL (RR) &
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Survey Firm Number: 10074301

3/5

January 06, 2016 #0006265

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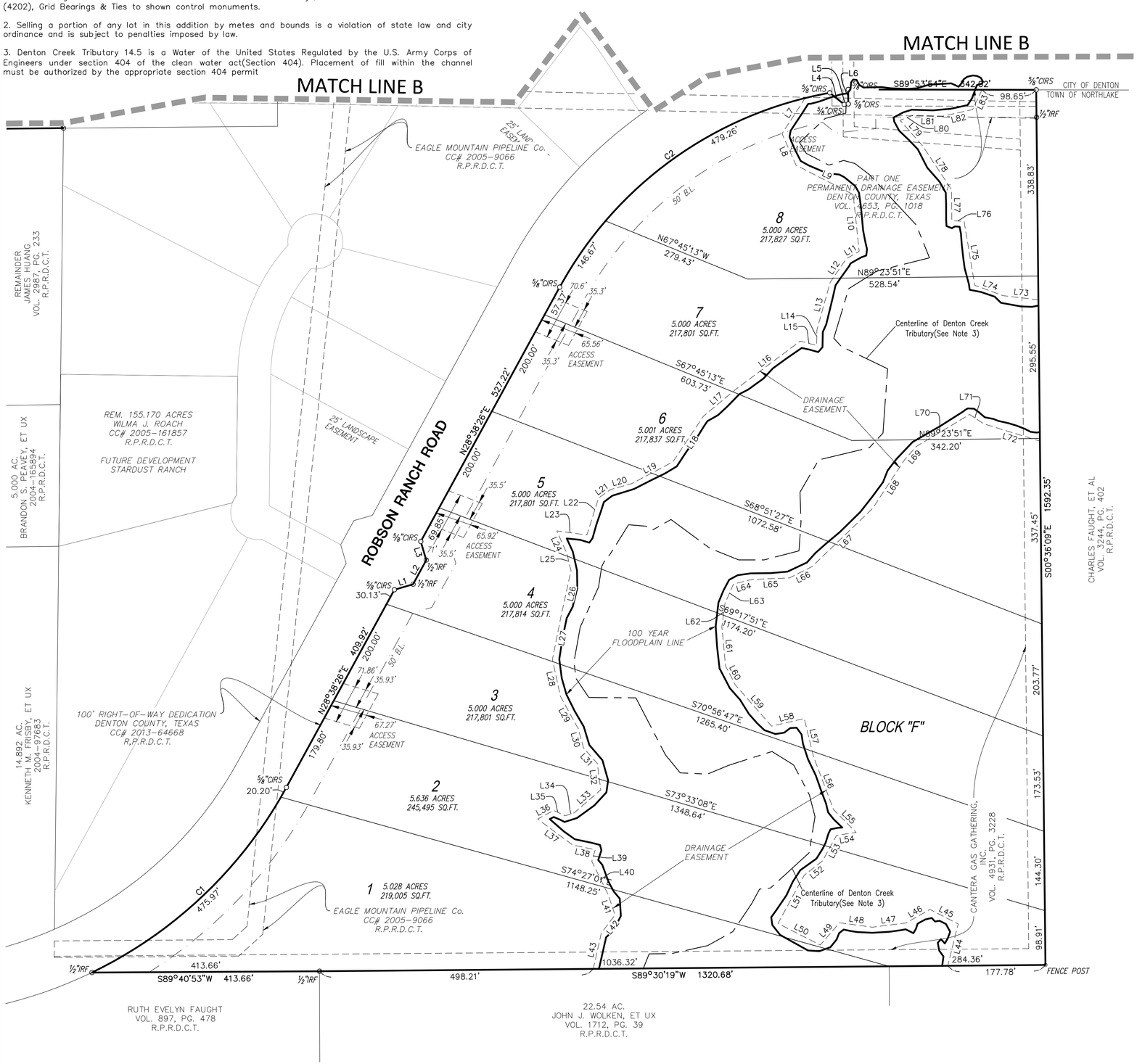
NOTES)(

1. The bearings shown hereon are created from actual field surveys, NAD83 Texas North Central Zone (4202), Grid Bearings & Ties to shown control monuments.

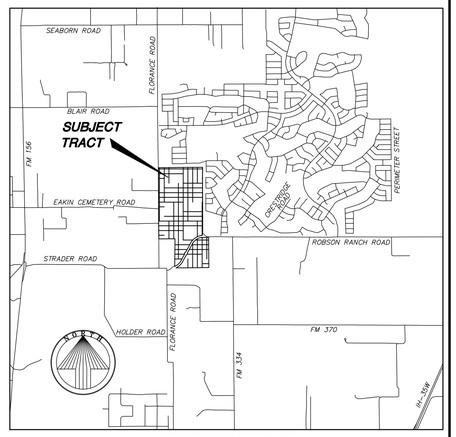
2. Selling a portion of any lot in this addition by metes and bounds is a violation of state law and city ordinance and is subject to penalties imposed by law.

3. Denton Creek Tributary 14.5 is a Water of the United States Regulated by the U.S. Army Corps of Engineers under section 404 of the clean water act(Section 404). Placement of fill within the channel must be authorized by the appropriate section 404 permit



TRACT 3 BOUNDARY LINE TABLE			TRACT 3 BOUNDARY LINE TABLE		
LINE #	LENGTH	BEARING	LINE #	LENGTH	BEARING
L1	35.37	N73°38'26"E	L43	67.08	N12°41'36"E
L2	50.00	N28°38'26"E	L44	78.58	N14°04'07"E
L3	35.37	N16°21'34"W	L45	57.77	N62°56'49"W
L4	33.61	S51°08'19"E	L46	50.00	S60°33'02"W
L5	7.46	N83°51'41"E	L47	61.82	S82°54'42"W
L6	26.32	N00°09'09"W	L48	60.05	N82°23'33"W
L7	77.34	N33°06'44"E	L49	53.49	S40°56'46"W
L8	62.79	N23°56'45"W	L50	86.34	N62°56'42"W
L9	116.91	N62°48'05"W	L51	100.02	N28°32'02"E
L10	103.93	N06°00'45"W	L52	42.29	N52°04'26"E
L11	27.15	N60°02'04"E	L53	52.86	N28°46'16"E
L12	51.71	N34°24'34"E	L54	36.02	N81°25'47"E
L13	89.87	N15°33'01"E	L55	58.31	N44°42'08"W
L14	28.35	N01°09'29"E	L56	102.67	N20°48'38"W
L15	30.78	S75°27'16"E	L57	71.82	N13°39'40"W
L16	145.65	N53°14'54"E	L58	60.96	S76°52'24"W
L17	77.57	N50°13'40"E	L59	100.73	N41°15'46"W
L18	99.64	N33°44'07"E	L60	37.96	N27°05'16"W
L19	84.57	N62°08'48"E	L61	71.52	N05°26'36"W
L20	40.45	N74°23'51"E	L62	42.76	N07°35'56"E
L21	26.47	N54°15'43"E	L63	38.59	N23°45'42"E
L22	70.46	N17°31'34"E	L64	34.14	N75°37'36"E
L23	55.22	S82°15'10"E	L65	68.75	N87°38'41"E
L24	44.86	N24°07'24"W	L66	46.26	N63°16'24"E
L25	32.08	N13°25'25"W	L67	152.51	N46°08'34"E
L26	81.77	N12°20'23"E	L68	105.69	N33°16'59"E
L27	83.65	N11°16'29"E	L69	32.14	N41°21'04"E
L28	68.23	N12°23'14"W	L70	113.48	N58°58'39"E
L29	67.53	N28°38'37"W	L71	30.44	S56°10'50"E
L30	36.26	N15°34'52"W	L72	107.31	S72°51'25"E
L31	37.53	N41°36'49"W	L73	64.84	N83°05'09"W
L32	48.70	N07°25'06"W	L74	54.88	N69°55'11"W
L33	63.96	N49°11'33"E	L75	117.89	N09°25'05"W
L34	17.12	N72°29'02"E	L76	22.38	N86°57'12"W
L35	22.81	S64°44'06"E	L77	56.21	N00°25'01"W
L36	33.19	N61°40'46"E	L78	95.13	N33°20'02"W
L37	78.59	N53°18'47"W	L79	62.72	N41°23'49"W
L38	42.48	N77°56'20"W	L80	24.87	N68°39'03"E
L39	22.00	N16°34'23"E	L81	53.85	S88°18'27"E
L40	67.61	N26°08'39"W	L82	56.31	N77°47'15"E
L41	39.03	N18°50'38"W	L83	39.98	N25°11'19"E
L42	41.07	N37°21'55"E			

TRACT 3 BOUNDARY CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	035°31'50"	800.11'	N46°24'21"E	488.26'	496.17'
C2	051°13'35"	700.09'	N54°15'13"E	605.29'	625.93'



VICINITY MAP
N.T.S.

GRAPHIC SCALE 1"=100'

100 0 100 200

LEGEND

CIRS	5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "WESTWOOD PS" SET
CIRF	CIRCULAR IRON ROD FOUND WITH PLASTIC CAP
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
ESMT	EASEMENT
S.F.	SQUARE FOOT
DE	DRAINAGE EASEMENT
BL	BUILDING LINE
UE	UTILITY EASEMENT
"X"	BLOCK LETTER
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STARDUST RANCH, PHASE 1

FINAL PLAT
OF
STARDUST RANCH
PHASE 1

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westwoodps.com
Westwood Professional Services, Inc.
Survey Firm Number: 10074301

January 06, 2016 #0006265

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Legal Description
Lots 1–6, Block A

Being a 14.425 acre tract of land situated in the John E. Anderson Survey, Abstract No. 22 in the City of Northlake, Denton County, Texas, and being a part of the 107.233 acre tract of land conveyed to Velta Mae Yarbrough by deed of record in County Clerk File No. 2005–161856 of the Real Property Records, Denton County, Texas, said 14.425 acre tract of land being more particularly described as follows:

Beginning at a 1/2" iron rod found in the center of Florence Road (public) at the intersection with the south line of Yarbrough Road (public) for the northwest corner of said 107.233 acre tract, said rod lying South 03°11' East 49.1 feet from a 1/2" iron rod found at the most westerly southwest corner of the 2426.81 acre tract of land conveyed to Robson Denton Development, LP by deed of record in Volume 4373, Page 225 of said Real Property Records;

Thence North 89°22'53" East with the south line of said Yarbrough Road , a distance of 510.66 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" set for the northeast corner of the herein described 14.425 acre tract;

Thence over and across said 107.233 acre tract the following calls and distances:

South 00°37'07" East a distance of 432.13 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 15°28'17" West a distance of 213.79 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 16°06'25" West a distance of 253.59 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 00°53'08" East a distance of 269.40 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 00°20'55" East a distance of 267.98 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" set for the southeast corner of the herein described 14.425 acre tract;

South 89°39'05" West a distance of 385.10 feet to a PK nail set in the center of said Florence Road and in the west line of said 107.233 acre tract for the southwest corner of the herein described 14.425 acre tract;

Thence North 00°20'55" West along said centerline and west line, a distance of 1,415.98 feet to the **Point–of–Beginning** and containing **628,337 square feet or 14.425 acres** of land.

Legal Description
Lots 1–6, Block B

Being a 17.382 acre tract of land situated in the John E. Anderson Survey, Abstract No. 22 in the City of Northlake, Denton County, Texas, and being a part of the 107.233 acre tract of land conveyed to Velta Mae Yarbrough by deed of record in County Clerk File No. 2005–161856 of the Real Property Records, Denton County, Texas, said 17.382 acre tract of land being more particularly described as follows:

Beginning at a 1/2" iron rod found in the center of Florence Road (public) at the northwest corner of that tract of land conveyed to James Huang by deed of record in Volume 2987, Page 233 of said Real Property Records, said rod being the southwest corner of said 107.233 acre tract;

Thence North 00°25'53" West along said centerline and the west line of said 107.233 acre tract, a distance of 1,574.40 feet to a ½" iron rod found;

Thence North 00°20'55" West along said centerline and the west line of said 107.233 acre tract, a distance of 154.19 feet to a PK nail set for the northwest corner of the herein described 17.382 acre tract;

Thence over and across said 107.233 acre tract the following calls and distances:

North 89°34'07" East a distance of 367.78 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" set for the northeast corner of the herein described 17.382 acre tract;

South 00°25'53" East a distance of 1131.55 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 25°24'18" East a distance of 258.07 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 46°47'38" East a distance of 524.83 feet to a 1/2" iron rod with yellow plastic cap stamped "WESTWOOD PS" set for the northeast corner of said Huang tract and the southeast corner of the herein described 17.382 acre tract;

Thence South 89°30'26" West with the north line of said Huang tract, a distance of 856.79 feet to the **Point–of–Beginning** and containing **757,154 square feet or 17.382 acres** of land.

Legal Description
Lots 1–8, Block F

Being a 40.665 acre tract of land situated in the John E. Anderson Survey, Abstract No. 22 in the City of Northlake, Denton County, Texas, and being a part of the 155.170 acre tract of land conveyed to Wilma J. Roach by deed of record in County Clerk File No. 2005–161857 of said Real Property Records, said 40.665 acre tract of land being more particularly described as follows:

Beginning at a 1/2" iron rod found at the intersection of the south line of the 5.3402 acre "Right–of–Way Dedication" to the Denton County, Texas as shown in instrument of record in County Clerk's File No. 2013–64668 of said Real Property Records, with the south line of said 155.170 acre tract and the north line of that tract of land conveyed to Ruth E. Faught by deed of record in Volume 897, Page 478 of said Real Property Records;

Thence in a northeasterly direction with the south line of said 5.3402 acre "Right–of–Way Dedication" the following calls and distances:

A curve to the left having a radius of 800.11 feet and an arc length of 496.17 feet (chord bears North 46°24'21" East, 488.26 feet) to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

North 28°38'26" East a distance of 409.92 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

North 73°38'26" East a distance of 35.37 feet to a found 1/2" iron rod;

North 28°38'26" East a distance of 50.01 feet to a found 1/2" iron rod;

North 16°21'34" West a distance of 35.37 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

North 28°38'26" East a distance of 527.22 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

A curve to the right having a radius of 700.09 feet and an arc length of 625.93 feet (chord bears North 54°15'13" East, 605.29 feet) to set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 51°08'19" East a distance of 33.61 feet to a found 1/2" iron rod;

North 83°51'41" East a distance of 7.46 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" set in the west line of the permanent drainage easement (Part 1) conveyed to Denton County, Texas by instrument of record in Volume 4653, Page 1018 of said Real Property Records;

North 00°09'09" West a distance of 26.32 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" set for the northwest corner of said drainage easement;

South 89°53'54" East a distance of 342.02 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" set for the northeast corner of said drainage easement;

Thence South 00°36'09" East with an east line of said 155.170 acre tract, at 50.0 feet passing a 1/2" iron rod found at the southeast corner of said drainage easement and continuing a total distance of 1,592.35 feet to a wood fence corner post found maintaining the southeast corner of said 155.70 acre tract;

Thence S 89°30'19" W with the south line of said 155.170 acre tract, passing the northeast corner of the 22.54 acre tract of land conveyed to John J. Wolken, et ux by deed of record in Volume 1712, Page 39 of said Real Property Records, and continuing along the north line thereof a total distance of 1,320.68 feet to a 1/2" steel rod found at the northwest corner of said 22.54 acre tract;

Thence South 89°40'53" West continuing with said south line, a distance of 413.66 feet to the **Point–of–Beginning** and containing **1,771,281 square feet or 40.665 acres** of land.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Jason B. Armstrong, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon were properly placed, under my personal supervision, in accordance with the subdivision regulations of the Town of Northlake, Texas.

_____
Jason B. Armstrong
Registered Professional
Land Surveyor No. 5557

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Jason B. Armstong, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executes the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ , 2016.

_____
Notary Public in and for the State of Texas

Commission Expires: _____

STATE OF TEXAS
COUNTY OF DENTON

We Joyce Roach and Velta Mae Yarbrough the undersigned owners of the land shown on this plat, and designated herein as the Stardust Ranch, Phase 1 subdivision to the Town of Northlake, Texas, and whose name is subscribed hereto, hereby dedicated to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. We Joyce Roach and Velta Mae Yarbrough further certify that all other parties who have a mortgage or lien interest in the Stardust Ranch, Phase 1 subdivision have been notified and signed this plat.

We Joyce Roach and Velta Mae Yarbrough further acknowledge that the dedications and/or exactions made herein are proportional to the impact of the subdivision upon the public services required in order that the development will comport with the present and future growth needs of the Town; we Douglas Properties, Inc., our successors and assigns hereby waive any claim, damage, or cause of action that we Joyce Roach and Velta Mae Yarbrough may have as a result of the dedication of exactions made herein.

_____
By: Joyce Roach

_____
By: Velta Mae Yarbrough

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared VELTA MAE YARBROUGH, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executes the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ , 2016.

_____
Notary Public in and for the State of Texas

Commission Expires: _____

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared WILMA J. ROACH, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executes the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ , 2016.

_____
Notary Public in and for the State of Texas

Commission Expires: _____

APPROVED BY THE TOWN COUNCIL ON:

Date _____

Mayor, Town of Northlake _____

Town Secretary, Town of Northlake _____

FINAL PLAT
OF
STARDUST RANCH
PHASE 1

BEING 72.472 ACRES IN THE
J.E. ANDERSON SURVEY, ABSTRACT NO. 22
IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TX
20 SINGLE FAMILY RESIDENTIAL LOTS
ZONED RURAL RESIDENTIAL (RR) &
RURAL ESTATES PLANNED DEVELOPMENT(RE-PD)

DEVELOPER
DOUGLAS PROPERTIES INC.
2309 AVENUE K. SUITE 100, PLANO, TEXAS 75074
972-422-1658
OWNER
JOYCE ROACH & VELTA MAE YARBOROUGH
7338 COUNTRYSIDE LANE, JUSTIN, TX 76247
940-648-3160
ENGINEER/SURVEYOR
Westwood
Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280
TollFree (888) 937-5150 Plano, TX 75093
westwoodps.com
Westwood Professional Services, Inc.
Survey Firm Number: 10074301

January 06, 2016 #0006265

1400 FM 407
Northlake, TX 76247
940-648-3290
Fax 940-648-0363

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Nathan Reddin, Development Director

CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary

Date: January 14, 2016

Re: Final Plat of Canyon Falls Amenity Center (FP-15-020)

Purpose: Consider approval of a Final Plat of Canyon Falls Amenity Center, being one HOA amenity lot on a 6.519-acre tract of land out of the W. Love Survey, Abstract No. 728, located at 6950 Canyon Falls Drive, and zoned Mixed-Use Planned Development (MPD).

Owner/Applicant: Nash Canyon Falls, LLC

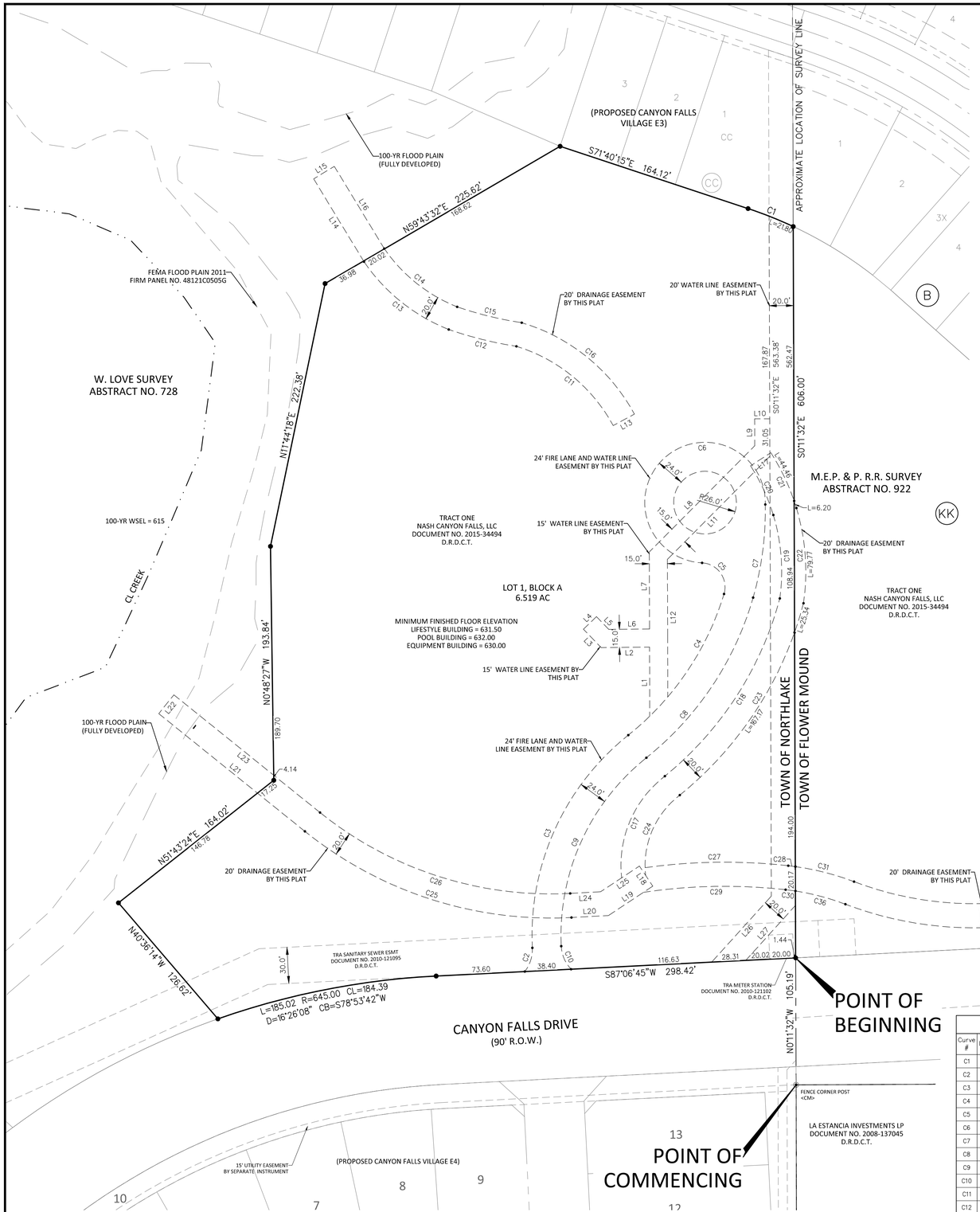
Surveyor/Engineer: J. Volk Consulting, Inc.

Background: This is a companion item to the Canyon Falls Amenity Center site plan that follows this item on the Town Council meeting agenda. The area encompassed by this plat was preliminary platted with the overall Canyon Falls development. The property is zoned Mixed-Use Planned Development (MPD) as part of the Canyon Falls MPD. A final plat and site plan for the amenity center were approved by Town Council on December 11, 2014, but that final plat was never recorded and no construction has begun on the amenity center. Following the change in ownership of Canyon Falls, the new developer, Newland Communities, reworked the amenity center plans. Minor changes to the site layout and a complete redesign of the amenity center buildings are proposed with these new final plat and site plan applications.

The revised site plan and final plat were placed on the December 10, 2015 Town Council meeting agenda, but no action was taken on the items at the request of the developer in order to make a few final architectural revisions. Those revisions are incorporated in the building elevations and landscape plan as part of the site plan package. There were no changes to the final plat.

Staff Analysis: The applicant has provided a final plat application in accordance with the requirements of the Unified Development Code (UDC). The final plat is comprised of a HOA amenity lot proposed for the development of the main amenity center for the Canyon Falls development. Civil construction plans for water, sewer, paving and drainage facilities to serve this plat have been reviewed by Town staff.

Staff Findings: The final plat is consistent with the approved preliminary plat and construction plans and appears to meet all applicable zoning and development requirements. Staff finds this final plat acceptable for approval as submitted.



LEGAL DESCRIPTION

CANYON FALLS AMENITY CENTER
6.519 ACRES

BEING a tract of land situated in the W. LOVE SURVEY, ABSTRACT NO. 728, City of Northlake, Denton County, Texas and being part of that tract of land described as Parcel 1 in Deed to Nash Canyon Falls, LLC, as recorded in Document No. 2015–34494, Deed Records, Denton County, Texas and being more particularly described as follows:

COMMENCING at a fence corner post found for the northwest corner of that tract of land described in Deed to La Estancia Investments, LP, as recorded in Document NO. 2008–137045, Deed Records, Denton County, Texas;

THENCE North 00 degrees 11 minutes 32 seconds West, a distance of 105.19 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the POINT OF BEGINNING of the tract of land herein described, said point being the northeast corner of that tract of land described as Parcel 1 in Deed to Nash Canyon Falls, LLC, as recorded in Document No. 2015–34494, Deed Records, Denton County, Texas;

THENCE South 87 degrees 06 minutes 45 seconds West, with the north line of said Tract 3, a distance of 298.42 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner at the beginning of a curve to the left having a central angle of 16 degrees 26 minutes 08 seconds, a radius of 645.00 feet and a chord bearing and distance of South 78 degrees 53 minutes 42 seconds West, 184.39 feet;

THENCE Westerly, continuing with said north line and with said curve to the left, an arc distance of 185.02 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE North 40 degrees 36 minutes 14 seconds West, leaving said north line, a distance of 126.62 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE North 51 degrees 43 minutes 24 seconds East, a distance of 164.02 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE North 00 degrees 48 minutes 27 seconds West, a distance of 193.84 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE North 11 degrees 44 minutes 18 seconds East, a distance of 222.38 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE North 59 degrees 43 minutes 32 seconds East, a distance of 225.62 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE South 71 degrees 40 minutes 15 seconds East, a distance of 164.12 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner at the beginning of a curve to the right having a central angle of 06 degrees 41 minutes 44 seconds, a radius of 345.00 feet and a chord bearing and distance of South 68 degrees 19 minutes 23 seconds East, 40.29 feet;

THENCE Easterly, with said curve to the right, an arc distance of 40.32 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE South 00 degrees 11 minutes 32 seconds East, a distance of 606.00 feet to the POINT OF BEGINNING and containing 6.519 acres of land, more or less.

OWNER'S CERTIFICATE:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Nash Canyon Falls, LLC, acting herein by and through its duly authorized officers, does hereby adopt this plat designated herein as CANYON FALLS AMENITY CENTER, an addition to the Town of Northlake, Denton County, Texas.

The easements shown hereon are hereby reserved for the purposes as indicated. All streets, alleys, rights–of–way, are hereby dedicated in fee simple to the Town of Northlake for municipal purposes. The utility and fire lane easements (streets, alleys, and common areas) shall be open to the public, fire and police units, garbage and rubbish collection agencies and all public and private utilities for each particular use. No buildings, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the utility easements as shown. Said utility easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same.

All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance of efficiency of its respective system on the utility easements and all public utilities shall at all times have the full right of ingress and egress to and from and upon the said utility easements for the purpose of construction, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purposes of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Northlake.

Nash Canyon Falls, LLC
A Delaware Limited Liability Company

By: Newland Real Estate Group, LLC
A Delaware Limited Liability Company
Its Agent

By: _____
Brian Cramer, Assistant Vice President

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared Michael L. Rafferty (of WS – DCF INVESTMENTS, LLC) known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

Given under my hand and seal of office, this ___ day of _____, 2015.

_____
Notary public for and in the State of Texas
My commission expires: _____

SURVEYORS CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS: That I, Ryan S. Reynolds, a Registered Professional Land Surveyor, licensed by the State of Texas, do hereby certify that I have prepared this plat from an actual survey of the land, and that the corner monuments shown thereon were found or placed under my personal supervision in accordance with the platting rules and regulations of Denton County, Texas.

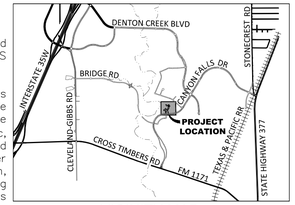
_____
RYAN S. REYNOLDS, R.P.L.S.
Registered Professional Land Surveyor No. 6385

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Ryan S. Reynolds, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed and in the capacity therein stated.

Given under my hand and seal of office, this ___ day of _____, 2015.

_____
Notary public for and in the State of Texas
My commission expires: _____



VICINITY MAP
N.T.S.

50 25 0 50 100
SCALE 1" = 50'

NOTES:

1. Basis of bearings derived from deed to Nash Canyon Falls, LLC, as recorded in Document No. 2015–34494, deed records, Denton County, Texas.
2. All property corners monumented with a 1/2"iron rod with a yellow plastic cap stamped "JVC" unless otherwise noted.
3. Per the approved PD there are no established setbacks for this lot.

LEGEND

- ◉ Fence corner post found (unless otherwise noted)
- ● 1/2" iron rod set with a yellow plastic cap stamped "JVC".
- <CM> Control Monument

BENCHMARKS
1) Square cut in concrete set on top of southerly most pillar of Electrical Tower No. 82. Elev. 651.75'
N: 7076050.39 E: 2362437.01

2) Square cut in concrete set on top of southerly most pillar of Electrical Tower No. 83. elev. 641.77'
N: 7075280.73 E: 2363305.04

APPROVED BY THE TOWN COUNCIL ON:

_____
Date

_____
Mayor, Town of Northlake

_____
Town Secretary, Town of Northlake

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	40.32	345.00	006°41'44"	40.29	S68° 19' 23"E
C2	21.23	30.00	040°32'30"	20.79	N17° 23' 00"E
C3	200.81	212.00	054°16'21"	193.39	N24° 17' 30"E
C4	143.48	238.00	034°32'27"	141.32	N34° 09' 27"E
C5	36.35	20.00	104°07'20"	31.55	N35° 10' 26"W
C6	235.15	50.00	269°27'44"	71.04	S47° 29' 46"W
C7	78.08	262.00	017°04'29"	77.79	N07° 26' 18"E
C8	162.11	262.00	035°27'08"	159.54	N33° 42' 07"E
C9	177.97	188.00	054°14'17"	171.40	N24° 18' 32"E
C10	21.23	30.00	040°32'30"	20.79	S23° 09' 29"E
C11	106.35	136.40	044°40'25"	103.68	N50° 41' 42"W
C12	57.86	320.75	010°20'10"	57.78	N76° 02' 24"W
C13	91.35	152.87	034°14'11"	89.99	N51° 21' 32"W
C14	78.49	132.87	033°50'39"	77.35	S51° 22' 41"E
C15	55.19	300.75	010°30'49"	55.11	S76° 12' 35"E
C16	123.45	156.40	045°13'25"	120.27	S50° 58' 12"E
C17	95.72	93.21	058°50'30"	91.57	S23° 02' 44"W
C18	178.34	283.35	036°03'40"	175.41	S32° 54' 30"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C19	69.89	161.57	024°47'02"	69.35	S04° 26' 34"E
C20	45.07	161.57	015°59'03"	44.93	S24° 49' 36"E
C21	50.65	181.57	015°59'03"	50.49	N24° 49' 36"W
C22	79.77	181.57	025°10'14"	79.13	N04° 14' 58"W
C23	192.41	303.35	036°20'29"	189.20	N32° 49' 21"E
C24	75.63	73.21	059°11'20"	72.31	N23° 03' 53"E
C25	237.50	325.00	041°52'11"	232.25	N72° 05' 43"W
C26	222.88	305.00	041°52'11"	217.96	S72° 05' 43"E
C27	119.04	476.22	014°19'18"	118.73	S89° 12' 32"W
C28	5.93	222.00	001°31'48"	5.93	N82° 51' 56"W
C29	118.15	456.22	014°50'16"	117.82	S88° 57' 02"W
C30	8.24	202.00	002°20'14"	8.24	N82° 27' 42"W
C31	50.30	222.00	012°58'56"	50.19	N75° 36' 33"W
C32	326.48	278.00	067°17'19"	308.04	N77° 14' 16"E
C33	133.11	272.00	028°02'19"	131.78	S57° 36' 46"W
C34	123.32	252.00	028°02'19"	122.09	S57° 36' 46"W
C35	349.97	298.00	067°17'19"	330.20	N77° 14' 16"E
C36	42.92	202.00	012°10'31"	42.84	N75° 12' 20"W

Parcel Line Table		
Line	Length	Direction
L1	57.28	N0° 04' 35"W
L2	40.21	S89° 28' 28"W
L3	21.12	N43° 56' 40"W
L4	15.00	N46° 03' 20"E
L5	14.67	S43° 56' 40"E
L6	33.85	N89° 28' 28"E
L7	63.83	N0° 11' 42"W
L8	124.06	N44° 48' 28"E
L9	22.38	N0° 11' 32"W
L10	12.50	S90° 00' 00"W
L11	120.52	N44° 48' 28"E
L12	65.07	N0° 11' 42"W
L13	20.00	S61° 38' 31"W
L14	80.26	N31° 16' 38"W

Parcel Line Table		
Line	Length	Direction
L15	20.00	N58° 43' 22"E
L16	79.73	S31° 16' 38"E
L17	20.00	S57° 10' 52"W
L18	20.00	S33° 30' 28"E
L19	44.12	S56° 29' 32"W
L20	30.61	S86° 58' 11"W
L21	155.54	N51° 09' 37"W
L22	20.00	N38° 50' 23"E
L23	155.54	S51° 09' 37"E
L24	25.16	N86° 58' 11"E
L25	38.67	N56° 29' 32"E
L26	73.75	S42° 06' 45"W
L27	61.49	S42° 06' 45"W
L28	20.00	S18° 22' 04"E

Owner/Applicant:
Nash Canyon Falls, LLC
10940 West Sam Houston Parkway
Suite 300
Houston, Texas 77064
972-992-3159
bcramer@newlandco.com

Surveyor:
J. Volk Consulting, Inc.
830 Central Parkway East
Suite 300
Plano, Texas 75074
972-201-3100
TBPLS NO. 10194033

FINAL PLAT
of
CANYON FALLS AMENITY CENTER
LOT 1, BLOCK A
being 6.519 acres located in the W. Love Survey, Abstract No. 728 in the Town of Northlake, Denton County, Texas containing 1 HOA Amenity Lot Zoned Mixed-Use Planned Development (MPD)

November, 2015 1" = 50'

SHEET 1 OF 1

J. VOLK consulting
830 Central parkway East, Suite 300
Plano, Texas 75074
972.201.3100 Texas Registration No. F-11962

1400 FM 407
Northlake, TX 76247
940-648-3290
Fax 940-648-0363

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Nathan Reddin, Development Director

CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary

Date: January 14, 2016

Re: Site Plan for Canyon Falls Amenity Center (SP-15-005)

Purpose: Consider approval of a Site Plan for Canyon Falls Amenity Center, a proposed community amenity center to include a 6,870 square-foot lifestyle building, swimming pool, playground, and related facilities on 6.519 acres of land situated in the W. Love Survey, Abstract No. 728, to be platted as Lot 1, Block A, Canyon Falls Amenity Center, located at 6950 Canyon Falls Drive, and zoned Mixed-Use Planned Development (MPD).

Owner/Applicant: Nash Canyon Falls, LLC

Engineer: J. Volk Consulting, Inc.

Architect/Landscape Architect: Callison, LLC

Existing Condition of the Property: The subject property is currently undeveloped. The previous agenda item proposes to plat the property as Lot 1, Block A, Canyon Falls Amenity Center. The property is zoned Mixed-Use Planned Development (MPD) with the MPD concept plan designating this site for an amenity center.

Background: A final plat and site plan for the amenity center were approved by Town Council on December 11, 2014, but that final plat was never recorded and no construction has begun on the amenity center. Following the change in ownership of Canyon Falls, the new developer, Newland Communities, reworked the amenity center plans. Minor changes to the site layout and a complete redesign of the amenity center buildings are proposed with these new final plat and site plan applications. The revised site plan and final plat for the amenity center were placed on the December 10, 2015 Town Council meeting agenda, but no action was taken on the items at the request of the developer in order to make a few final architectural revisions. Those revisions are incorporated on the attached building elevations and landscape plan. There are no additional changes to the site plan.

Staff Analysis:

Access: Access to the site will be provided from Canyon Falls Drive with one driveway access point.

Parking: The MPD requires one space per 500 square feet of building space for amenity center use. 21 spaces are required based on total building space of 10,390 square feet. 47 parking spaces are provided on the site plan of which six of the spaces will meet ADA requirements.

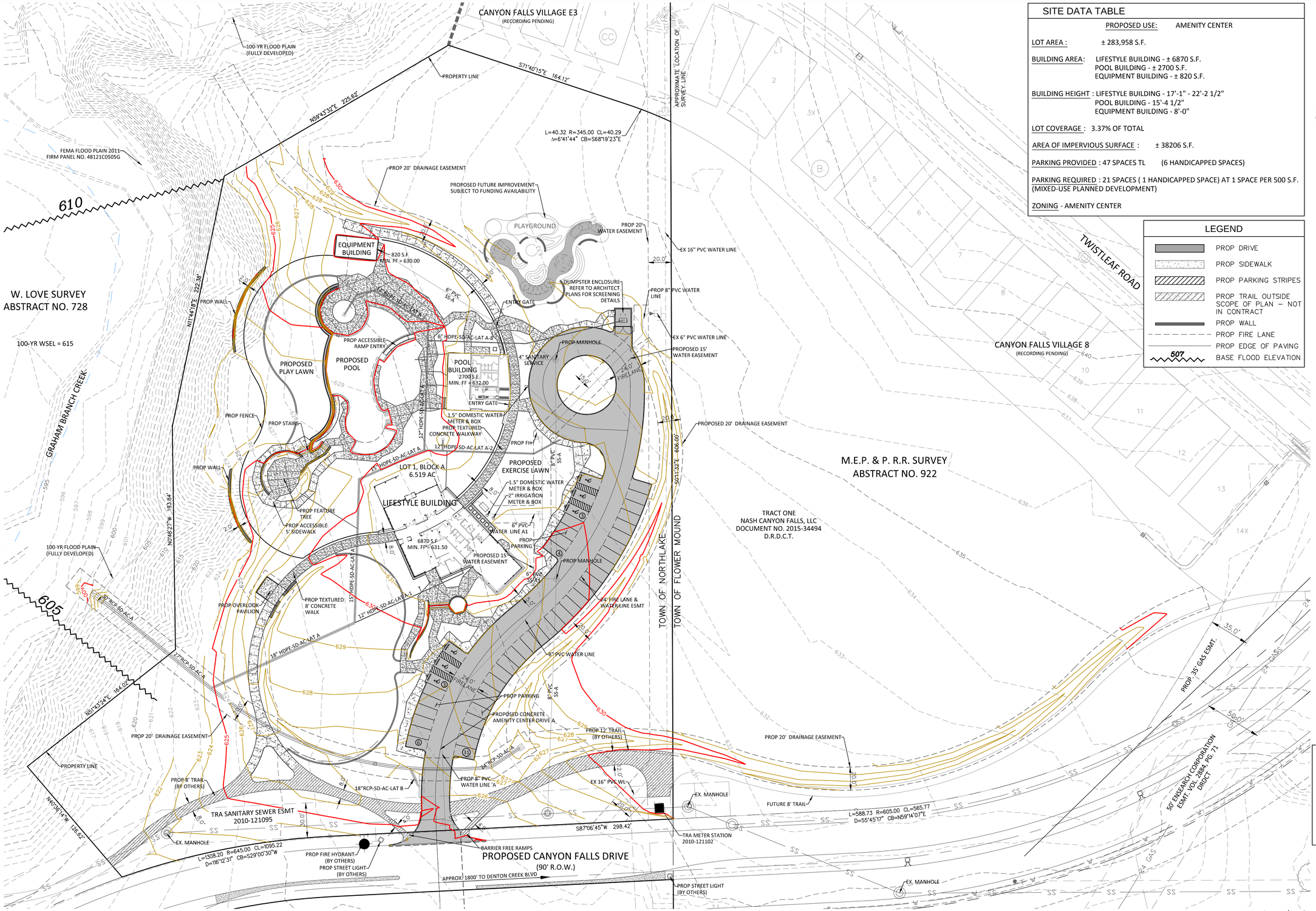
Fencing, Lighting, and Signage: The location of fencing around the pool area is identified on the site plan, but all other details on fencing, lighting and signage are to be provided at time of permitting and must meet the requirements of the MPD.

Landscaping: Detailed landscape plans have been provided showing landscaping meeting the requirements of the MPD.

Building Elevations: Architectural elevations of the lifestyle and pool buildings are provided showing all four sides of the proposed building. The building elevations appear to comply with the design requirements of the MPD.

MPD Requirements: The Canyon Falls MPD provides specific requirements for site plan submittals and the amenity center site. The amenity center site is designated on the MPD concept plan and is required to be a minimum of five acres. It shall include, but is not limited to, parking areas and at least three of the following features: a clubhouse, swimming pool, sport courts, trails, picnic facilities, and a playground. This site plan submittal appears to meet and exceed all requirements of the MPD.

Staff Findings: Staff has reviewed the site plan package and finds it to meet the requirements above and meets or exceeds all applicable requirements of the Unified Development Code (UDC). Staff finds the site plan acceptable approval as submitted.



SITE DATA TABLE

PROPOSED USE: AMENITY CENTER

LOT AREA : ± 283,958 S.F.

BUILDING AREA: LIFESTYLE BUILDING - ± 6870 S.F.
POOL BUILDING - ± 2700 S.F.
EQUIPMENT BUILDING - ± 820 S.F.

BUILDING HEIGHT : LIFESTYLE BUILDING - 17'-1" - 22'-2 1/2"
POOL BUILDING - 15'-4 1/2"
EQUIPMENT BUILDING - 8'-0"

LOT COVERAGE : 3.37% OF TOTAL

AREA OF IMPERVIOUS SURFACE : ± 38206 S.F.

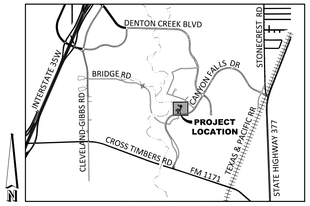
PARKING PROVIDED : 47 SPACES TL (6 HANDICAPPED SPACES)

PARKING REQUIRED : 21 SPACES (1 HANDICAPPED SPACE) AT 1 SPACE PER 500 S.F. (MIXED-USE PLANNED DEVELOPMENT)

ZONING - AMENITY CENTER

LEGEND

- PROP DRIVE
- PROP SIDEWALK
- PROP PARKING STRIPES
- PROP TRAIL OUTSIDE SCOPE OF PLAN – NOT IN CONTRACT
- PROP WALL
- PROP FIRE LANE
- PROP EDGE OF PAVING
- 50" BASE FLOOD ELEVATION



VICINITY MAP
N.T.S.

BENCH MARKS

BENCHMARKS
1) SQUARE CUT IN CONCRETE SET ON TOP OF SOUTHERLY MOST PILLAR OF ELECTRICAL TOWER NO. 82. ELEV. 651.75'
N:7076050.39 E:2362437.01

2) SQUARE CUT IN CONCRETE SET ON TOP OF SOUTHERLY MOST PILLAR OF ELECTRICAL TOWER NO. 83. ELEV. 641.77'
N:7075280.73 E:2363305.04

N

40 20 0 40 80
SCALE 1" = 40'

NOTES:
1. THE SIGNAGE AND LIGHTING DETAILS WILL BE PROVIDED AT THE TIME OF PERMITTING
2. PER THE APPROVED PD THERE ARE NO ESTABLISHED SETBACKS FOR THIS LOT.
3. REFER TO ARCHITECT PLANS FOR KNOX BOX & 911 EMERGENCY BOX LOCATIONS.
4. REFER TO FINAL PLAT FOR METES & BOUNDS DESCRIPTION.
5. ANY FUTURE IMPROVEMENTS SHOWN AS BEING A PROPOSED FUTURE PHASE SUBJECT TO FUNDING AVAILABILITY.

SITE PLAN
of
CANYON FALLS AMENITY CENTER
Lot 1, Block A, Canyon Falls Amenity Center
Town of Northlake, Denton County, Texas
6.519 Acres
Zoned Mixed-Use Planned Development (MPD)
November, 2015

1" = 40'

SHEET 1 OF 1

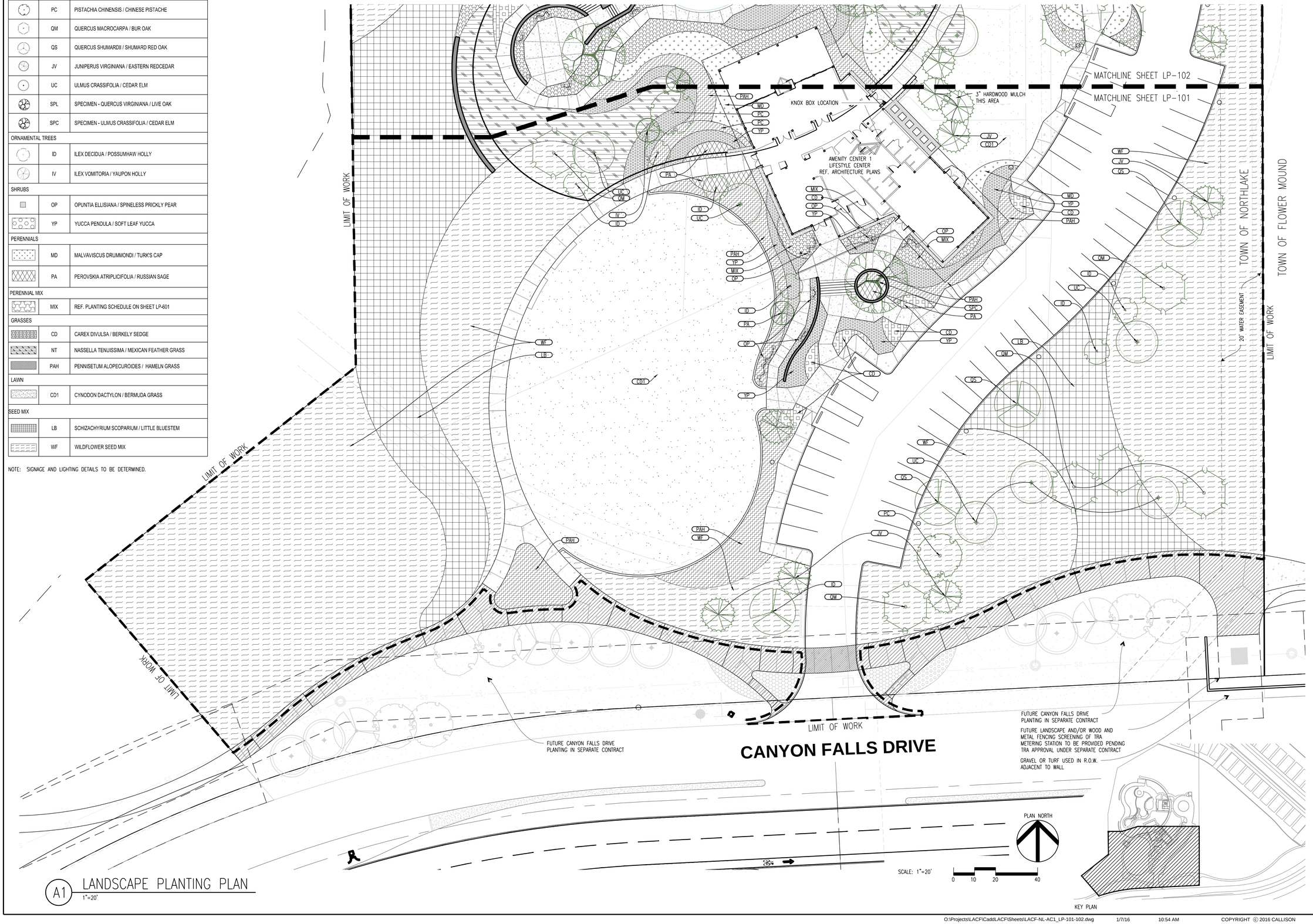
Engineer/Surveyor:
J. Volk Consulting, Inc.
830 Central Parkway E., Suite 300
Plano, Texas 75074
972-201-3100
JAY.VOLK@JVOLKCONSULTING.COM

Owner/Applicant:
Nash Canyon Falls, LLC
10940 West Sam Houston Parkway
Suite 300
Houston, Texas 77064
972-992-3159
bcramer@newlandco.com

J. VOLK consulting
830 Central parkway East, Suite 300
Plano, Texas 75074
972.201.3100 Texas Registration No. F-11962

PLANTING LEGEND		
SYMBOL	LABEL	BOTANICAL / COMMON NAME
TREES		
	PC	PISTACHIA CHINENSIS / CHINESE PISTACHE
	QM	QUERCUS MACROCARPA / BUR OAK
	QS	QUERCUS SHUMARDII / SHUMARD RED OAK
	JV	JUNIPERUS VIRGINIANA / EASTERN REDCEDAR
	UC	ULMUS CRASSIFOLIA / CEDAR ELM
	SPL	SPECIMEN - QUERCUS VIRGINIANA / LIVE OAK
	SPC	SPECIMEN - ULMUS CRASSIFOLIA / CEDAR ELM
ORNAMENTAL TREES		
	ID	ILEX DECIDUA / POSSUMHAW HOLLY
	IV	ILEX VOMITORIA / YAUPON HOLLY
SHRUBS		
	OP	OPUNTIA ELLISIANA / SPINELESS PRICKLY PEAR
	YP	YUCCA PENDULA / SOFT LEAF YUCCA
PERENNIALS		
	MD	MALVAVISCUS DRUMMONDI / TURK'S CAP
	PA	PEROVSKIA ATRIPLICIFOLIA / RUSSIAN SAGE
PERENNIAL MIX		
	MIX	REF. PLANTING SCHEDULE ON SHEET LP-601
GRASSES		
	CD	CAREX DIVULSA / BERKELY SEDGE
	NT	NASSELLA TENUISSIMA / MEXICAN FEATHER GRASS
	PAH	PENNISETUM ALOPECUROIDES / HAMELN GRASS
LAWN		
	CD1	CYNODON DACTYLON / BERMUDA GRASS
SEED MIX		
	LB	SCHIZACHYRIUM SCOPARIUM / LITTLE BLUESTEM
	WF	WILDFLOWER SEED MIX

NOTE: SIGNAGE AND LIGHTING DETAILS TO BE DETERMINED.



A1 LANDSCAPE PLANTING PLAN
1"=20'

OWNER:
NASH CANYON FALLS, LLC
10940 W. Sam Houston Pkwy. North, Suite 300
Houston, TX. 77064
T 713 575 9000
C 214 734 5924

LANDSCAPE ARCHITECT:
CALLISON, LLC
2001 BRYAN ST., SUITE 3900
DALLAS, TX 75201
T (214) 446-0950
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CANYON FALLS
AMENITY CENTER 1
Town of Northlake, Texas
PROJECT 217098.00

ISSUED / REVISED	DATE
CITY REVIEW	01/08/2016

LANDSCAPE PLANTING PLAN

LP-101

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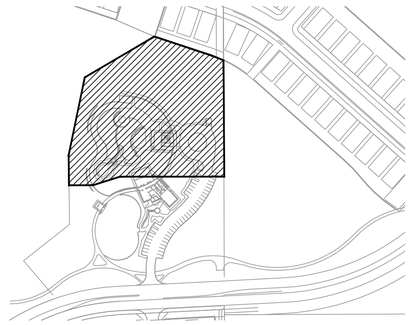
A1 LANDSCAPE PLANTING PLAN
1"=20'



KEY PLAN

PLANTING LEGEND		
SYMBOL	LABEL	BOTANICAL / COMMON NAME
TREES		
	PC	PISTACHIA CHINENSIS / CHINESE PISTACHE
	QM	QUERCUS MACROCARPA / BUR OAK
	QS	QUERCUS SHUMARDII / SHUMARD RED OAK
	JV	JUNIPERUS VIRGINIANA / EASTERN REDCEDAR
	UC	ULMUS CRASSIFOLIA / CEDAR ELM
	SPL	SPECIMEN - QUERCUS VIRGINIANA / LIVE OAK
	SPC	SPECIMEN - ULMUS CRASSIFOLIA / CEDAR ELM
ORNAMENTAL TREES		
	ID	ILEX DECIDUA / POSSUMHAW HOLLY
	IV	ILEX VOMITORIA / YAUPON HOLLY
SHRUBS		
	OP	OPUNTIA ELLISIANA / SPINELESS PRICKLY PEAR
	YP	YUCCA PENDULA / SOFT LEAF YUCCA
PERENNIALS		
	MD	MALVAVISCUS DRUMMONDI / TURK'S CAP
	PA	PEROVSKIA ATRIPLICIFOLIA / RUSSIAN SAGE
PERENNIAL MIX		
	MIX	REF. PLANTING SCHEDULE ON SHEET LP-601
GRASSES		
	CD	CAREX DIVULSA / BERKELY SEDGE
	NT	NASSELLA TENUISSIMA / MEXICAN FEATHER GRASS
	PAH	PENNISETUM ALOPECUROIDES / HAMELN GRASS
LAWN		
	CD1	CYNODON DACTYLON / BERMUDA GRASS
SEED MIX		
	LB	SCHIZACHYRIUM SCOPARIUM / LITTLE BLUESTEM
	WF	WILDFLOWER SEED MIX

NOTE: SIGNAGE AND LIGHTING DETAILS TO BE DETERMINED.

PLAN NORTH

SCALE: 1"=20'

0 10 20 40

OWNER:
NASH CANYON FALLS, LLC
10940 W. Sam Houston Pkwy. North, Suite 300
Houston, TX 77064
T 713 575 9000
C 214 734 5924

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CALLISON, LLC
2001 BRYAN ST., SUITE 3900
DALLAS, TX 75201
T (214) 446-0950
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LANDSCAPE PLANTING PLAN

LP-102

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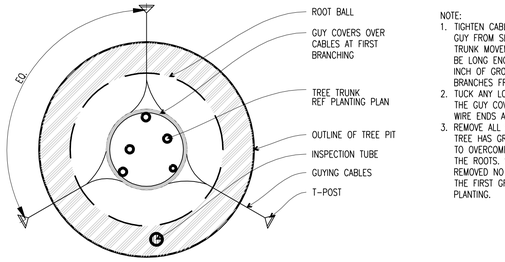
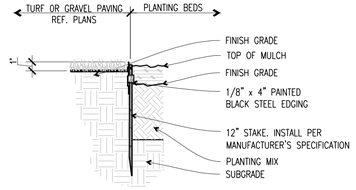
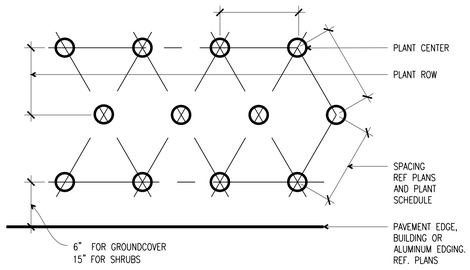


NOTE:
1. TIGHTEN CABLE ONLY ENOUGH TO KEEP GUY FROM SLIPPING. ALLOW FOR TRUNK MOVEMENT. GUY COVER SHALL BE LONG ENOUGH TO ACCOMMODATE 2 INCH OF GROWTH AND BUFFER ALL BRANCHES FROM WIRE.
2. TUCK ANY LOOSE ENDS OF CABLE INTO THE GUY COVER SO THAT NO SHARP WIRE ENDS ARE EXPOSED.
3. REMOVE ALL STAKING AS SOON AS THE TREE HAS GROWN ROOTS SUFFICIENT TO OVERCOME THE TREE MOVEMENT AT THE ROOTS. STAKES SHALL BE REMOVED NO LATER THAN THE END OF THE FIRST GROWING SEASON AFTER PLANTING.

E1 TREE STAKING PLAN–BID ALT #4
NOT TO SCALE

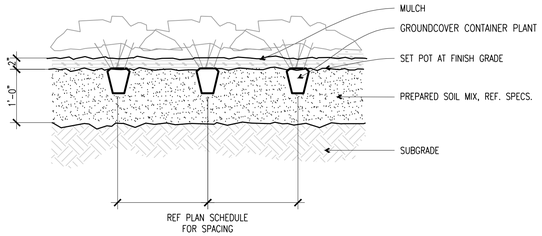


E4 METAL EDGING
NOT TO SCALE

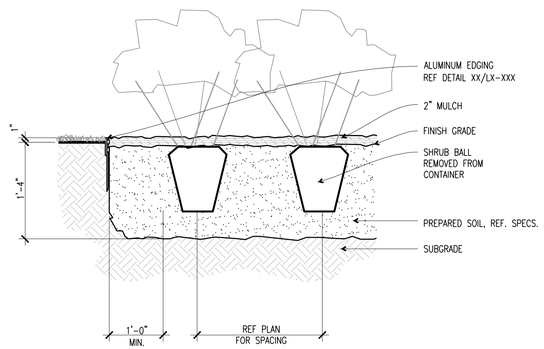


TYPICAL TRIANGULAR SPACING

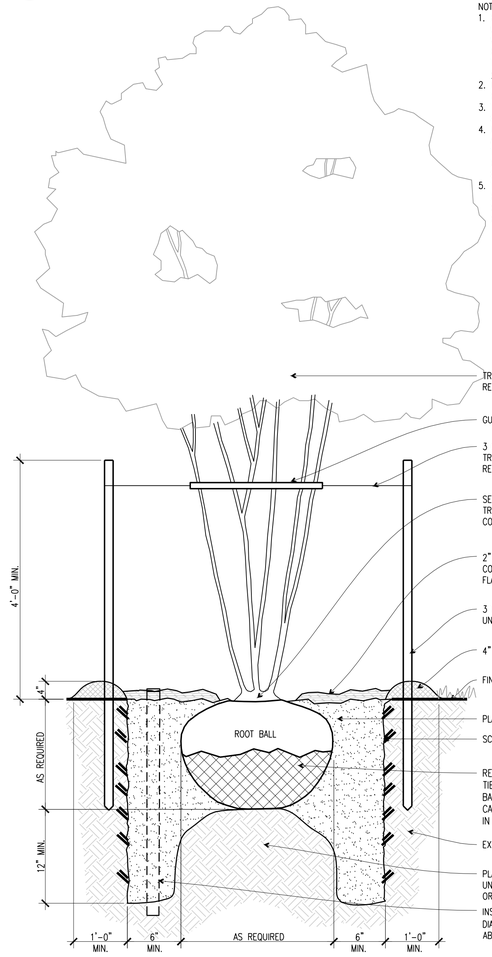
D4 PLANT SPACING DIAGRAM
NOT TO SCALE



B4 GROUNDCOVER PLANTING, TYP.
NOT TO SCALE



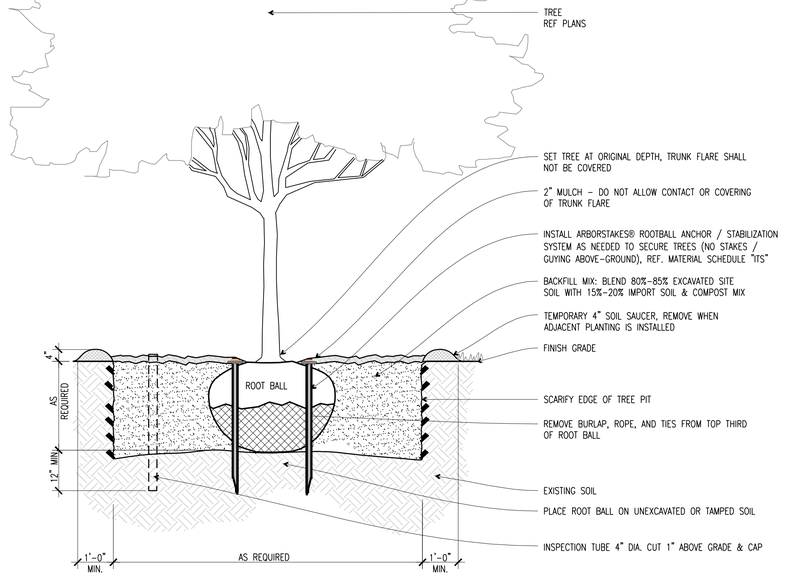
A4 SHRUB PLANTING, TYP.
NOT TO SCALE



NOTE:
1. EACH TREE MUST BE PLANTED WITH THE TRUNK FLARE VISIBLE AT TOP OF THE ROOT BALL. TREES WITHOUT THE TRUNK FLARE VISIBLE SHALL NOT BE USED.
2. DO NOT COVER THE TRUCK FLARE WITH SOIL
3. TRUNK FLARE SHALL NOT BE COVERED BY MULCH.
4. DO NOT HEAVILY PRUNE TREE AT PLANTING. DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO CROWN OF TREE
5. TAMP SOIL AROUND ROOT BALL BASE FIRMLY WITH FOOT PRESSURE SO THAT ROOT BALL DOES NOT SHIFT.

A1 TREE STAKING–BID ALT #4
NOT TO SCALE

NOTE:
1. EACH TREE MUST BE PLANTED WITH THE TRUNK FLARE VISIBLE AT TOP OF THE ROOT BALL. TREES WITHOUT THE TRUNK FLARE VISIBLE SHALL NOT BE USED.
2. DO NOT COVER THE TRUNK FLARE WITH SOIL
3. TRUNK FLARE SHALL NOT BE COVERED BY MULCH.
4. DO NOT HEAVILY PRUNE TREE AT PLANTING. DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO CROWN OF TREE
5. TAMP SOIL AROUND ROOT BALL BASE FIRMLY WITH FOOT PRESSURE SO THAT ROOT BALL DOES NOT SHIFT.
6. MARK THE NORTH SIDE OF THE TREE IN THE NURSERY, AND ROTATE TREE TO FACE NORTH AT THE SITE WHEN EVER POSSIBLE



A7 SHADE TREE
NOT TO SCALE

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10940 W. Sam Houston Pkwy. North, Suite 300
Houston, TX 77064
T 713 575 9000
C 214 734 5924

LANDSCAPE ARCHITECT:
CALLISON, LLC
2001 BRYAN ST., SUITE 3900
DALLAS, TX 75201
T (214) 446-0950
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LANDSCAPE PLANTING DETAILS & NOTES

LP-501

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PLANTING SCHEDULE

LABEL	QUANTITY	BOTANICAL/COMMON NAME	CAL.	HT.	SPREAD	CONT.	REMARKS
TREES							
PC	5	PISTACIA CHINENSIS / CHINESE PISTACHE	3.5"	10'-12'	4'-5'	B&B	FULL & MATCHED, STRAIGHT CENTRAL LEADER
QM	14	QUERCUS MACROCARPA / BUR OAK	3.5"	10'-12'	4'-5'	B&B	FULL & MATCHED, STRAIGHT CENTRAL LEADER
QS	5	QUERCUS SHUMARDII / SHUMARD RED OAK	3.5"	10'-12'	4'-5'	B&B	FULL & MATCHED, STRAIGHT CENTRAL LEADER
JV	15	JUNIPERUS VIRGINIANA / EASTERN REDCEDAR	3.5"	10'-12'	5'-6"	B&B	FULL & MATCHED, STRAIGHT CENTRAL LEADER
UC	12	ULMUS CRASSIFOLIA / CEDAR ELM	3.5"	10'-12'	4'-5'	B&B	FULL & MATCHED, STRAIGHT CENTRAL LEADER
SPL	3	SPECIMEN - QUERCUS VIRGINIANA / LIVE OAK	10"	N / A			FULL, MULTI-TRUNK, WELL BRANCHED, LANDSCAPE ARCHITECT TO FIELD TAG
SPC	3	SPECIMEN - ULMUS CRASSIFOLIA / CEDAR ELM	10"	N / A			FULL, MIX OF MULTI-TRUNK AND CENTRAL LEADER, WELL BRANCHED, LANDSCAPE ARCHITECT TO FIELD TAG
ORNAMENTAL TREES							
ID	9	ILEX DECIDUA / POSSUMHAW HOLLY	2"	8'-10'	5'-6'	30 GAL.	MULTI-TRUNK, WELL BRANCHED, MAX. 4 CANES, TREE FORM, LIMBED TO 5 FEET
IV	7	ILEX VOMITORIA / YAUPON HOLLY	2"	8'-10'	5'-6'	30 GAL.	MULTI-TRUNK, WELL BRANCHED, MAX. 4 CANES, TREE FORM, LIMBED TO 5 FEET
SHRUBS							
OP	76	OPUNTIA ELLISIANA / SPINELESS PRICKLY PEAR	N / A	30"-36"	30"-36"	7 GAL	AS SHOWN ON PLANS
YP	1859	YUCCA PENDULA / SOFT LEAF YUCCA	N / A	18"-22"	18"-22"	3 GAL	30" O.C., TRIANG SPACED
PERENNIALS							
MD	1334	MALVAVISCUS DRUMMONDI / TURK'S CAP	N / A	12"-18"	12"-18"	1 GAL	18" O.C., TRIANG SPACED
PA	504	PEROVSKIA ATRIPLICIFOLLIA / RUSSIAN SAGE	N / A	12"-18"	12"-18"	1 GAL	30" O.C., TRIANG SPACED
PERENNIAL MIX							
EP	2012	ECHINACEA PURPUREA / PURPLE CONEFLOWER	N / A	10"-12"	12"-14"	1 GAL	12" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "PERENNIAL MIX" SPECIES. (15% OF TOTAL MIX)
LH	653	LANTANA HORRIDA / TEXAS LANTANA	N / A	10"-12"	12"-14"	1 GAL	24" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS).TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "PERENNIAL MIX" SPECIES. (20% OF TOTAL MIX)
PL	1341	PAVONIA LASIOPETALA / ROCKROSE	N / A	10"-12"	12"-14"	1 GAL	12" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS).TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "PERENNIAL MIX" SPECIES. (10% OF TOTAL MIX)
SG	315	SALVIA GREGGII / AUTUMN SAGE	N / A	12"-18"	12"-18"	1 GAL	30" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "PERENNIAL MIX" SPECIES. (15% OF TOTAL MIX)
SF	326	SALVIA FARINACEA / MEALY CUP SAGE	N / A	12"-18"	12"-18"	1 GAL	24" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "PERENNIAL MIX" SPECIES. (10% OF TOTAL MIX)
SS	875	SCUTELLARIA SUFFRUTESCENS / TEXAS SKULLCAP	N / A	12"-18"	12"-18"	1 GAL	18" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "PERENNIAL MIX" SPECIES. (15% OF TOTAL MIX)
VB	875	VERBENA BIPINNATIFIDIA / PRARIE VERBENA	N / A	12"-18"	12"-18"	1 GAL	18" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "PERENNIAL MIX" SPECIES. (15% OF TOTAL MIX)
GRASSES							
CD	2587	CAREX DIVULSA / BERKELY SEDGE	N / A	8"-10"	8"-12"	1 GAL	12" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
NT	2837	NASSELLA TENUISSIMA / MEXICAN FEATHER GRASS	N / A	8"-10"	8"-12"	1 GAL	18" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
PAH	3538	PENNISETUM ALOPECUROIDES/ HAMELN GRASS	N / A	12"-18"	12"-18"	1 GAL	18" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
LAWN							
CD1	30717 SF	CYNODON DACTYLON / SOLID SOD BERMUDA TURFGRASS	N / A				SOD FULL COVERAGE OF LIMITS SHOW ON PLANS. REF. SPECIFICATIONS FOR INSTALLATION REQUIREMENTS
SEED MIX							
LB	28183 SF	SCHIZACHYRIUM SCOPARIUM / LITTLE BLUESTEM	N / A				HYDROMULCH OR HAND BROADCAST PER SPECIFICATIONS, APPLY AT 1.5x SUPPLIER APPLICATION RATE
WF	69785 SF	WILDFLOWER SEED MIX / "LADY BIRD'S LEGACY WILDFLOWER MIX"	N / A				HYDROMULCH OR HAND BROADCAST PER SPECIFICATIONS, APPLY AT 1.5x SUPPLIER APPLICATION RATE

NOTE: CONTRACTOR TO VERIFY ALL PLANT QUANTITIES ON PLANS AND SCHEDULES

OWNER:
NASH CANYON FALLS, LLC
10940 W. Sam Houston Pkwy. North, Suite 300
Houston, TX 77064
T 713 575 9000
C 214 734 5924

LANDSCAPE ARCHITECT:
CALLISON, LLC
2001 BRYAN ST., SUITE 3900
DALLAS, TX 75201
T (214) 446-0950
F (214) 446-0951
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LANDSCAPE PLANTING SCHEDULE

LP-601

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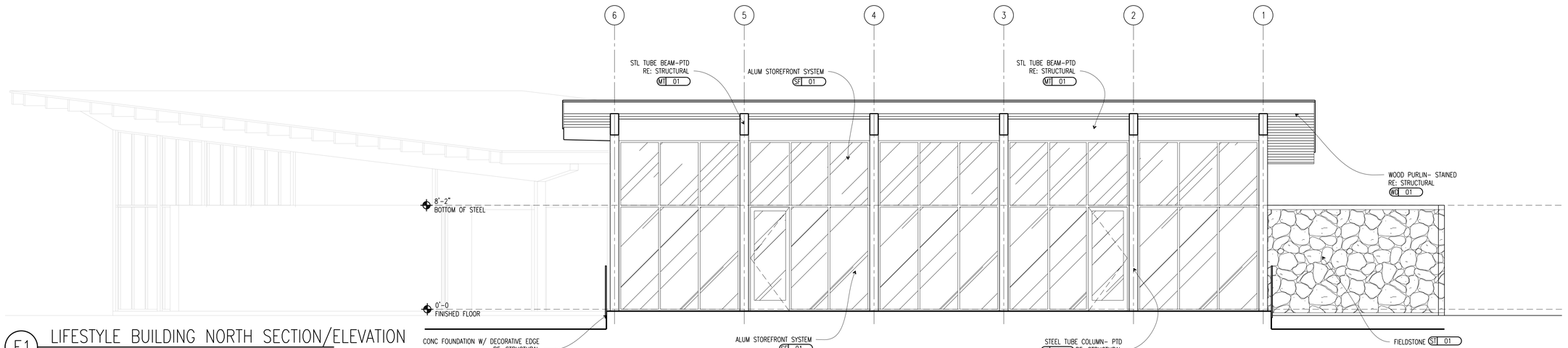
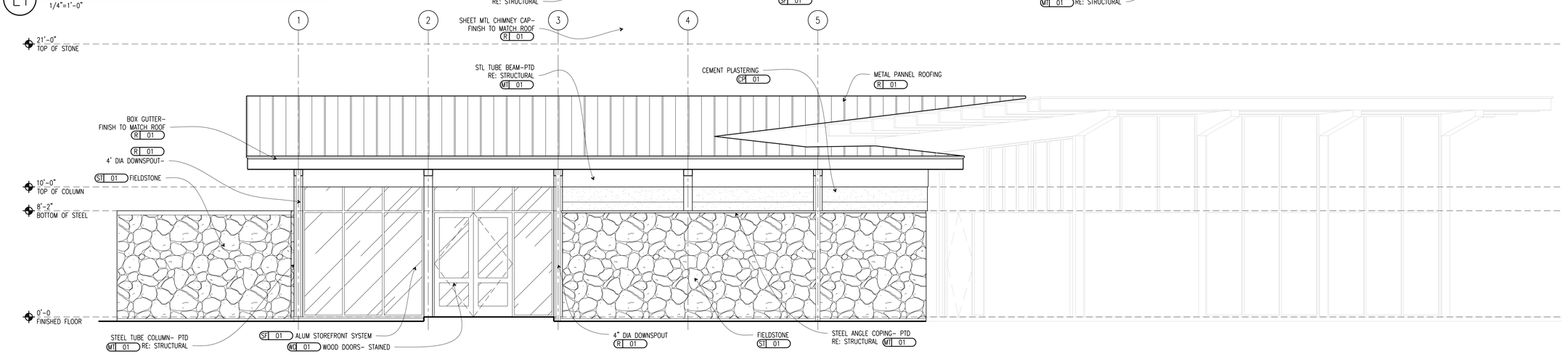


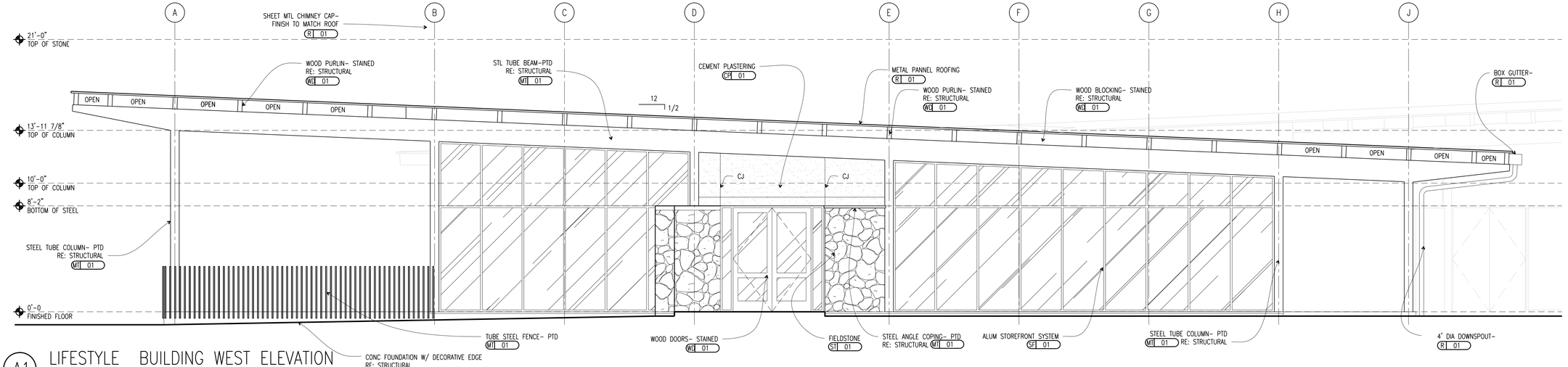
E1 LIFESTYLE BUILDING NORTH SECTION/ELEVATION

1/4"=1'-0"



C1 LIFESTYLE BUILDING SOUTH ELEVATION

1/4"=1'-0"



A1 LIFESTYLE BUILDING WEST ELEVATION

1/4"=1'-0"

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NASH CANYON FALLS, LLC
10940 W. Sam Houston
Pkwy. North, Suite 300
Houston, TX. 77064
T 713 575 9000
C 214 734 5924

ARCHITECT:
CALLISON, LLC
2001 BRYAN ST., SUITE 3900
DALLAS, TX 75201
T (214) 446-0950
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LIFESTYLE BUILDING ELEVATIONS

A-201

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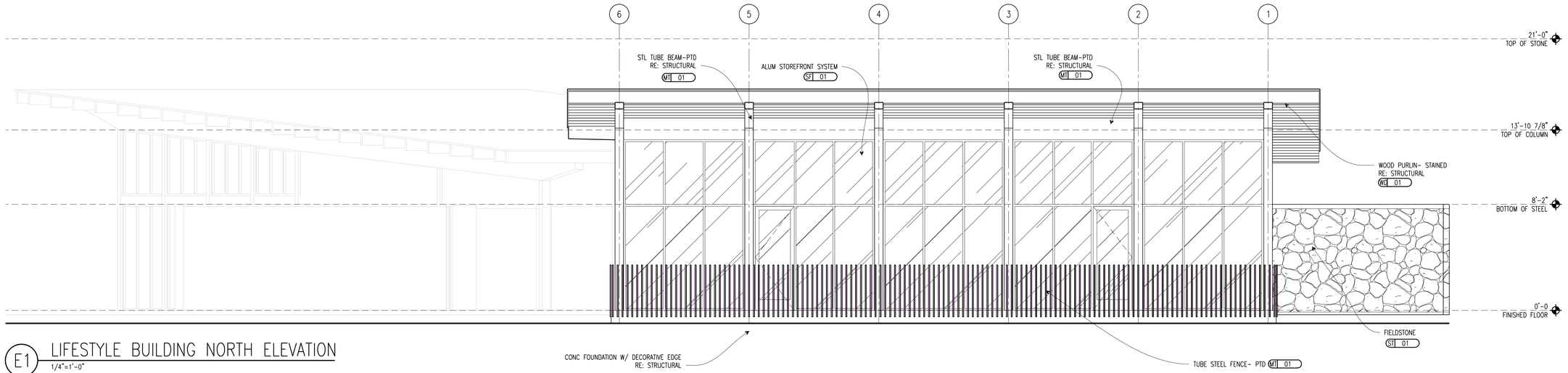
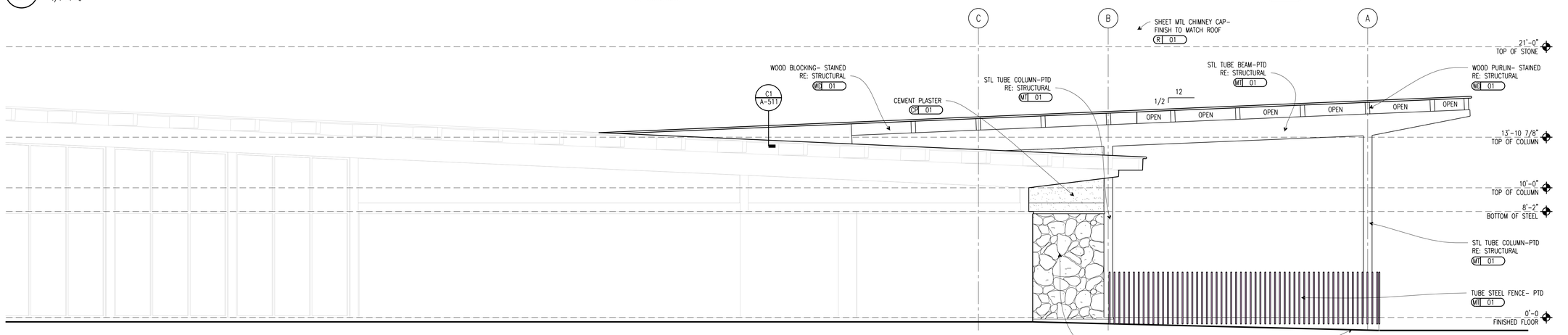
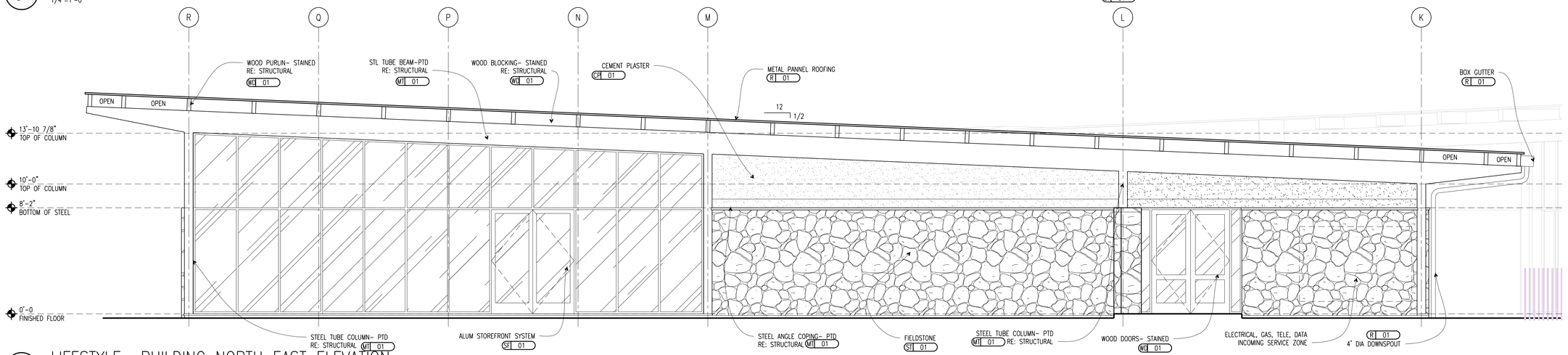


E1 LIFESTYLE BUILDING NORTH ELEVATION
1/4"=1'-0"



C1 LIFESTYLE BUILDING EAST ELEVATION
1/4"=1'-0"



A1 LIFESTYLE BUILDING NORTH EAST ELEVATION
1/4"=1'-0"

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10940 W. Sam Houston Pkwy. North, Suite 300
Houston, TX 77064
T 713 575 9000
C 214 734 5924

ARCHITECT:
CALLISON, LLC
2001 BRYAN ST., SUITE 3900
DALLAS, TX 75201
T (214) 446-0950
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LIFESTYLE BUILDING ELEVATIONS

A-202

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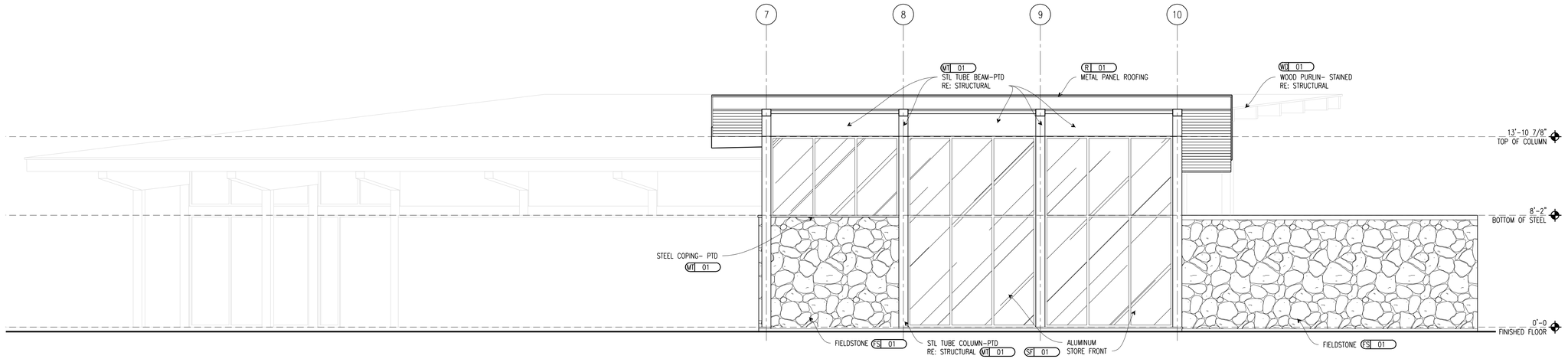
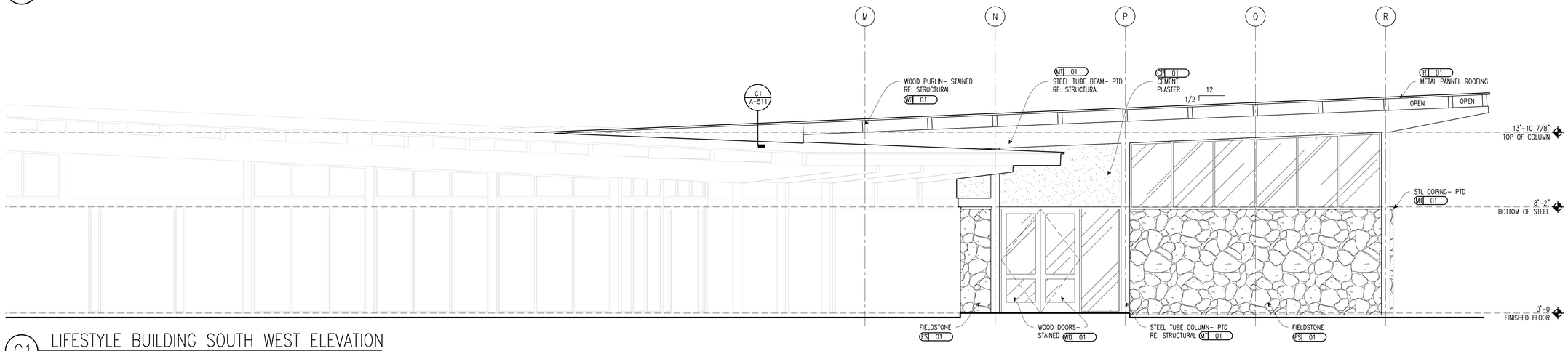


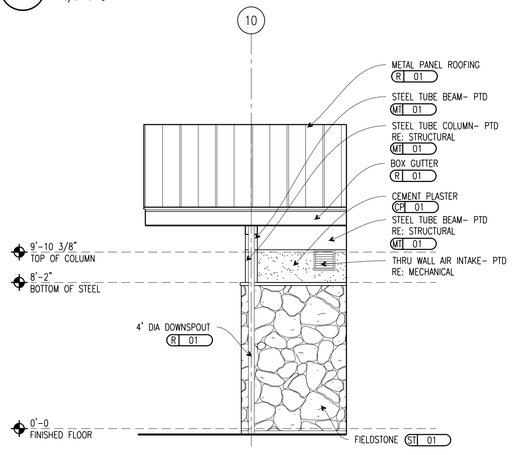
E1 LIFESTYLE BUILDING SOUTH EAST ELEVATION

1/4"=1'-0"



C1 LIFESTYLE BUILDING SOUTH WEST ELEVATION

1/4"=1'-0"



A1 LIFESTYLE BUILDING SOUTH WEST ELEVATION

1/4"=1'-0"

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Pkwy. North, Suite 300
Houston, TX 77064
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LIFESTYLE BUILDING ELEVATIONS

A-203

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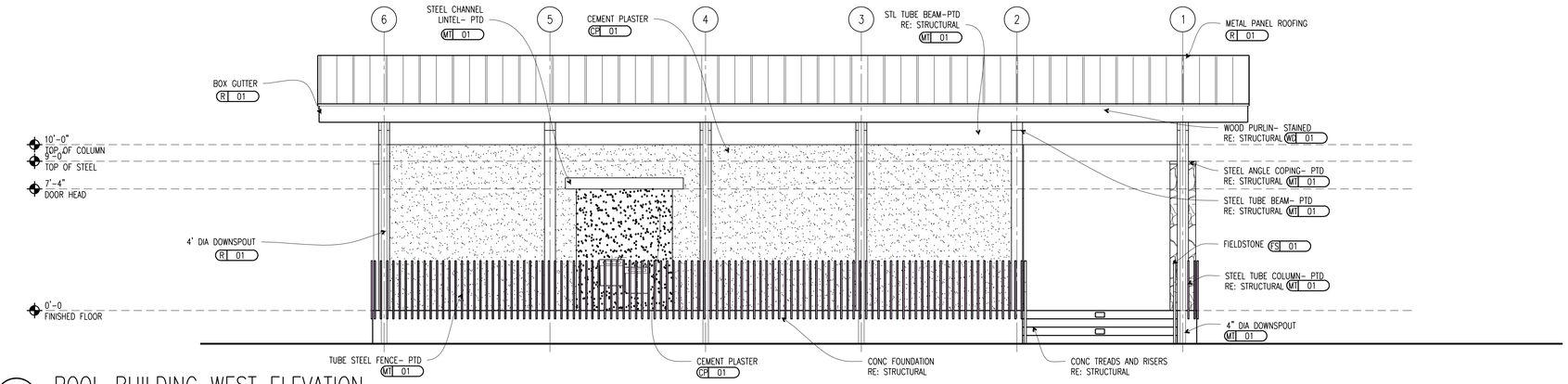
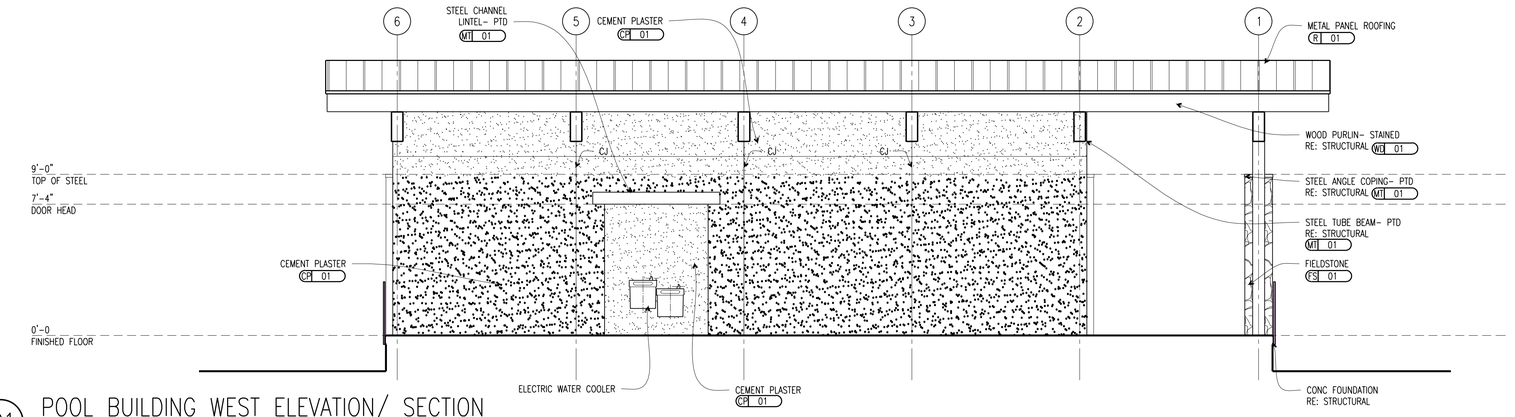


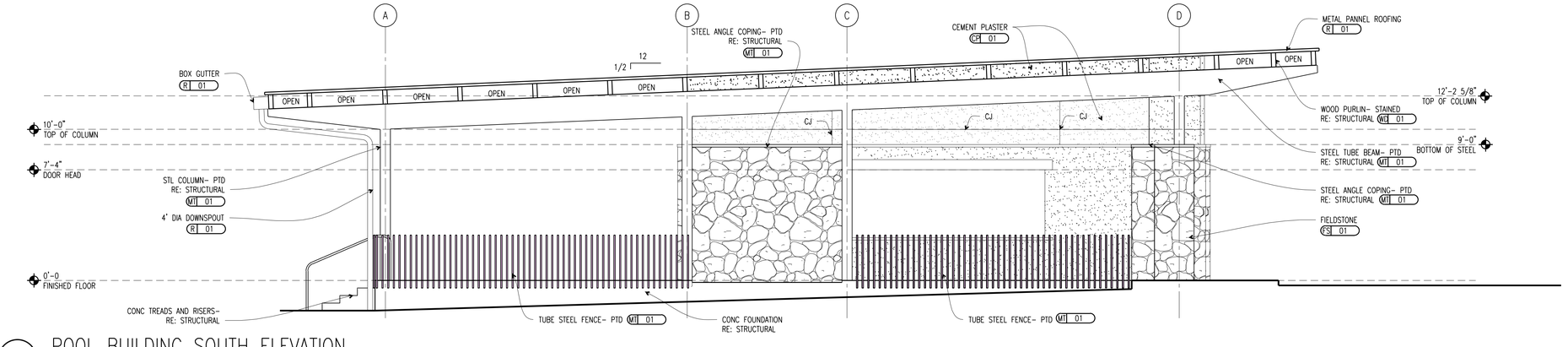
E1 POOL BUILDING WEST ELEVATION

1/4"=1'-0"



C1 POOL BUILDING WEST ELEVATION/ SECTION

1/4"=1'-0"



A1 POOL BUILDING SOUTH ELEVATION

1/4"=1'-0"

OWNER:
NASH CANYON FALLS, LLC
10940 W. Sam Houston Pkwy. North, Suite 300
Houston, TX 77064
T 713 575 9000
C 214 734 5924

ARCHITECT:
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POOL BUILDING ELEVATIONS

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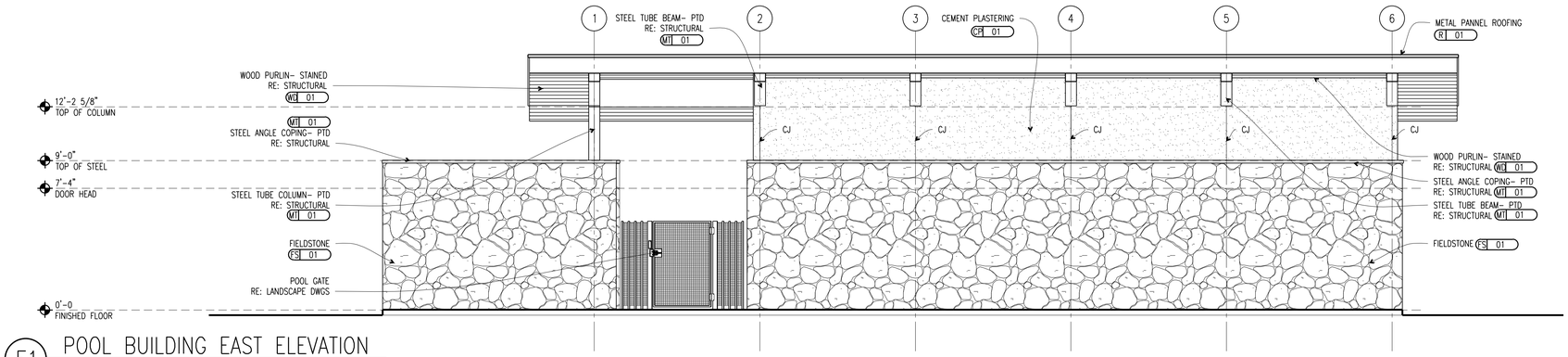
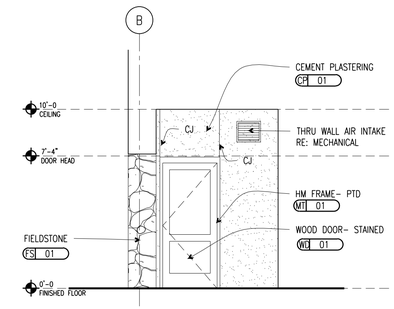
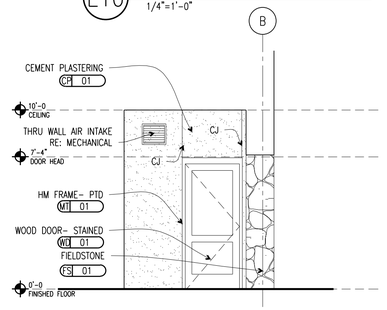


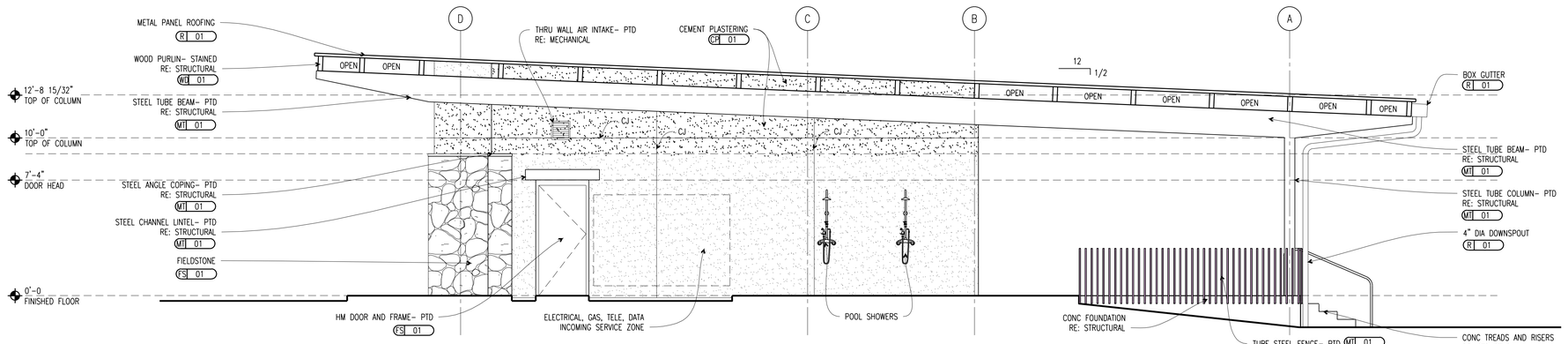
E1 POOL BUILDING EAST ELEVATION
1/4"=1'-0"



E10 RESTROOM ENTRANCE
1/4"=1'-0"



D10 RESTROOM ENTRANCE
1/4"=1'-0"



A1 POOL BUILDING NORTH ELEVATION
1/4"=1'-0"

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POOL BUILDING ELEVATIONS

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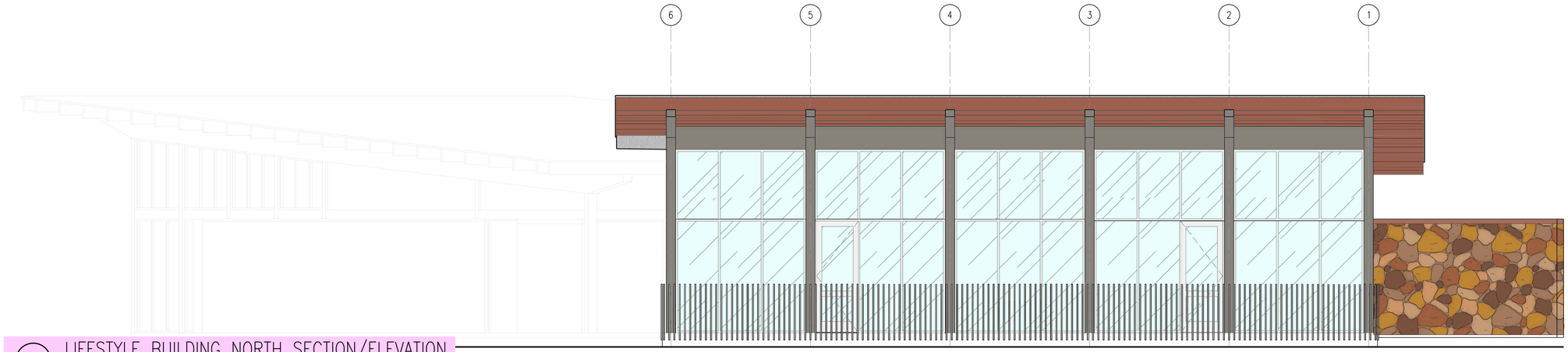

E1 LIFESTYLE BUILDING NORTH SECTION/ELEVATION

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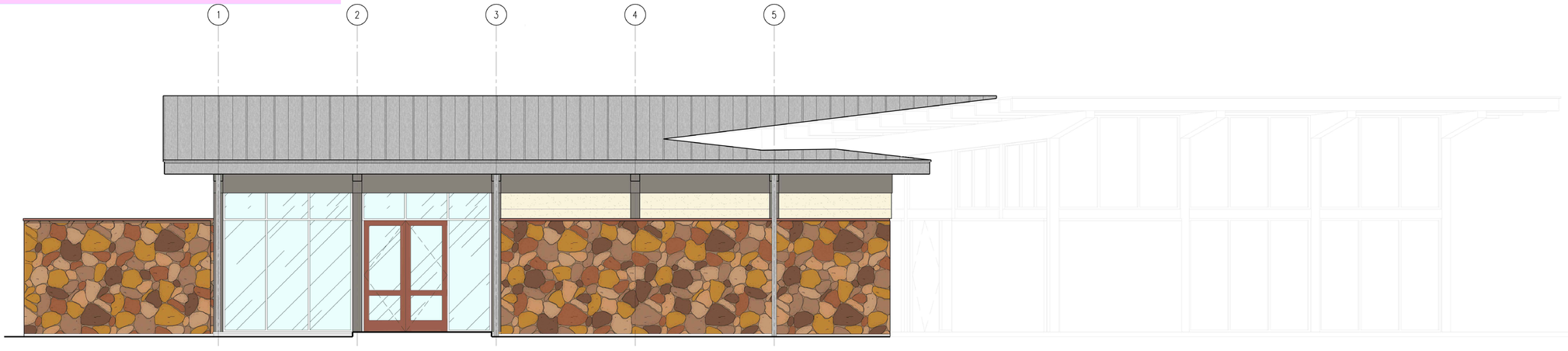
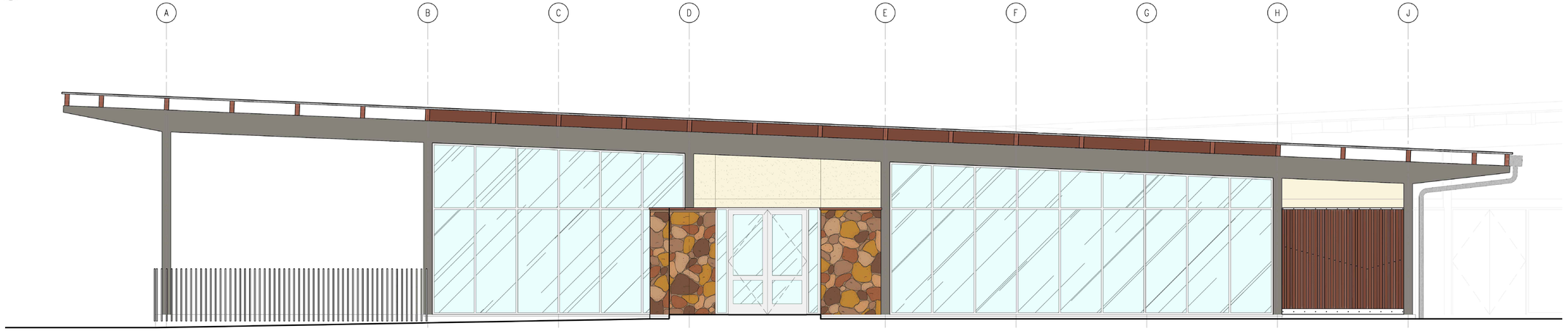


C1 LIFESTYLE BUILDING SOUTH ELEVATION

1/4"=1'-0"



A1 LIFESTYLE BUILDING WEST ELEVATION

1/4"=1'-0"

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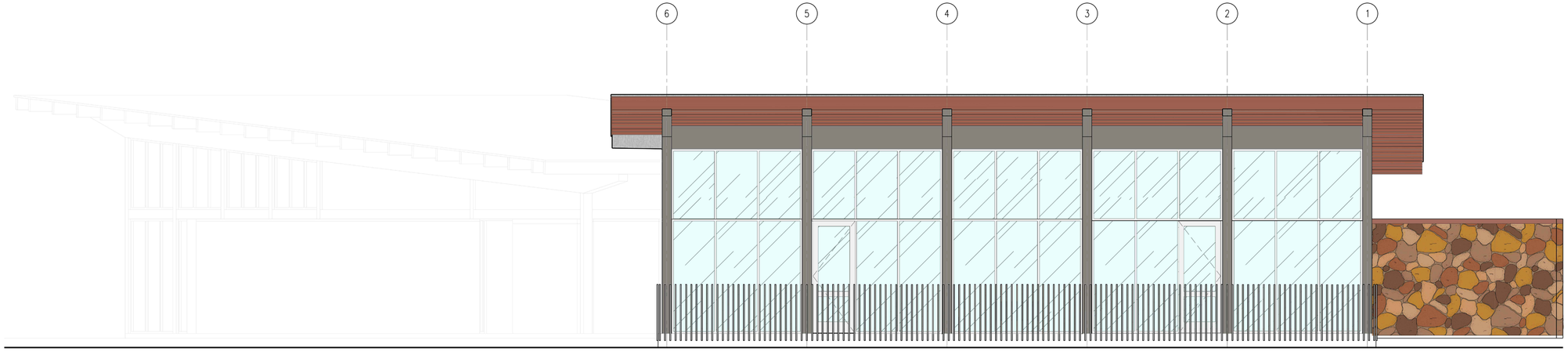
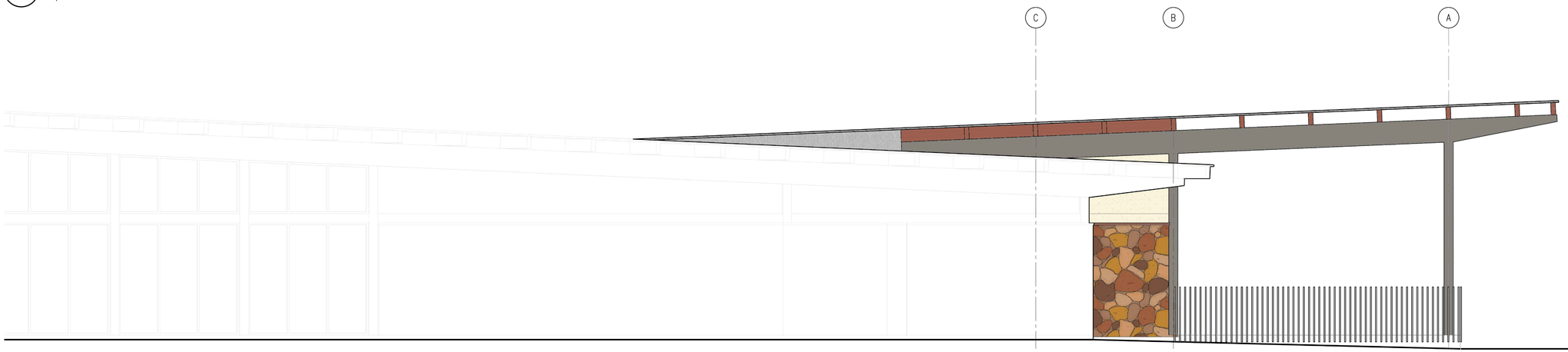
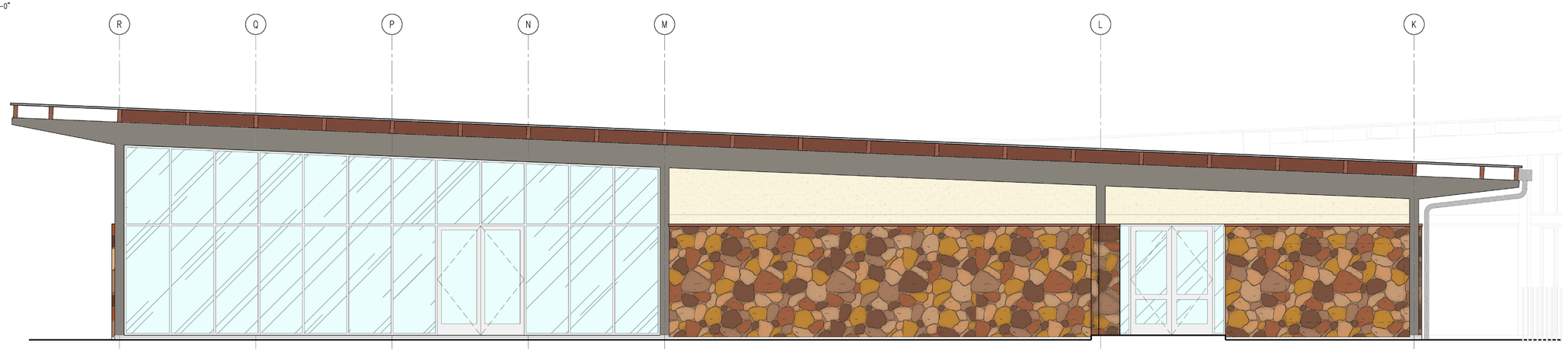


E1 LIFESTYLE BUILDING NORTH ELEVATION
1/4"=1'-0"



C1 LIFESTYLE BUILDING EAST ELEVATION
1/4"=1'-0"



A1 LIFESTYLE BUILDING NORTH EAST ELEVATION
1/4"=1'-0"

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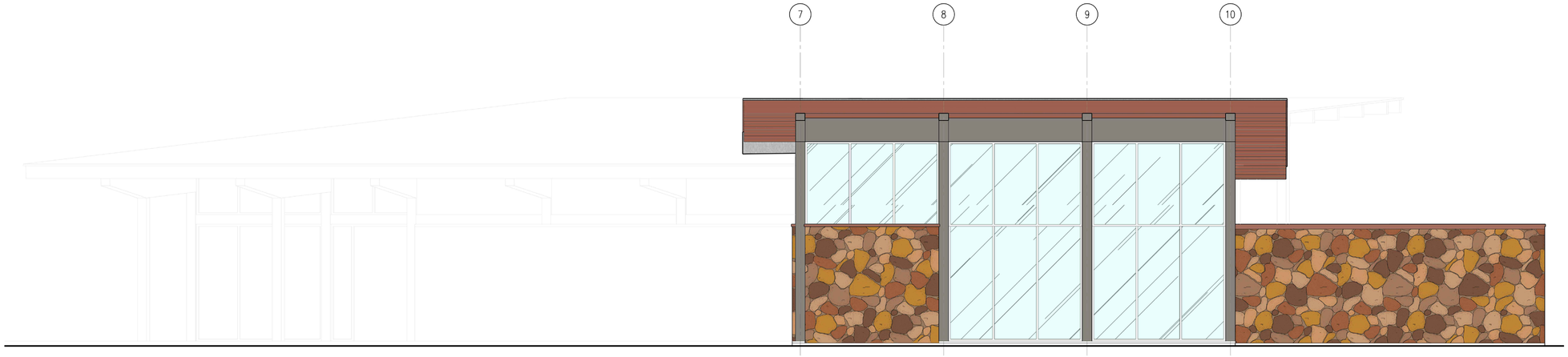
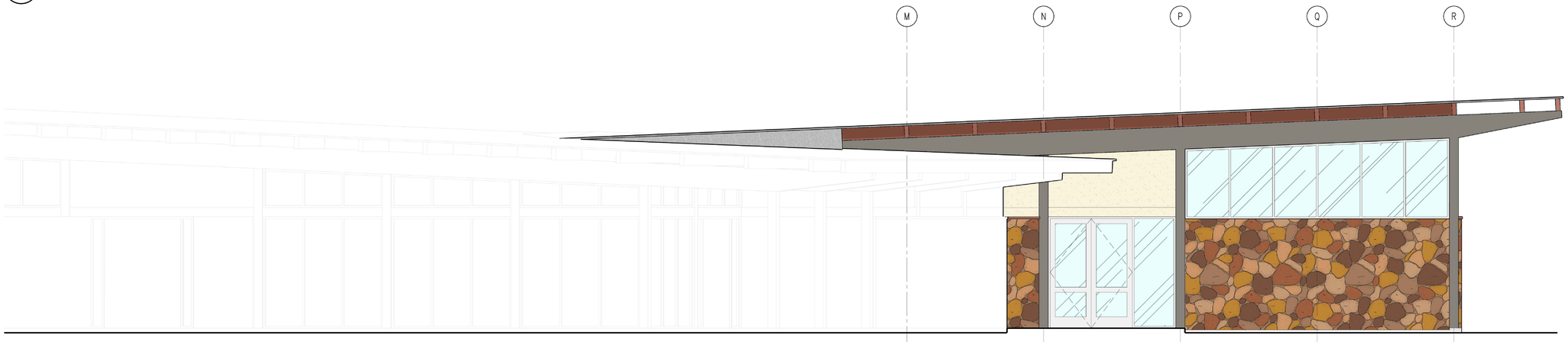


E1 LIFESTYLE BUILDING SOUTH EAST ELEVATION
1/4"=1'-0"



C1 LIFESTYLE BUILDING SOUTH WEST ELEVATION
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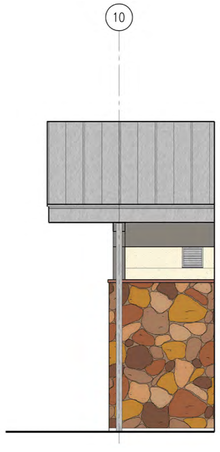

A1 LIFESTYLE BUILDING SOUTH WEST ELEVATION
1/4"=1'-0"

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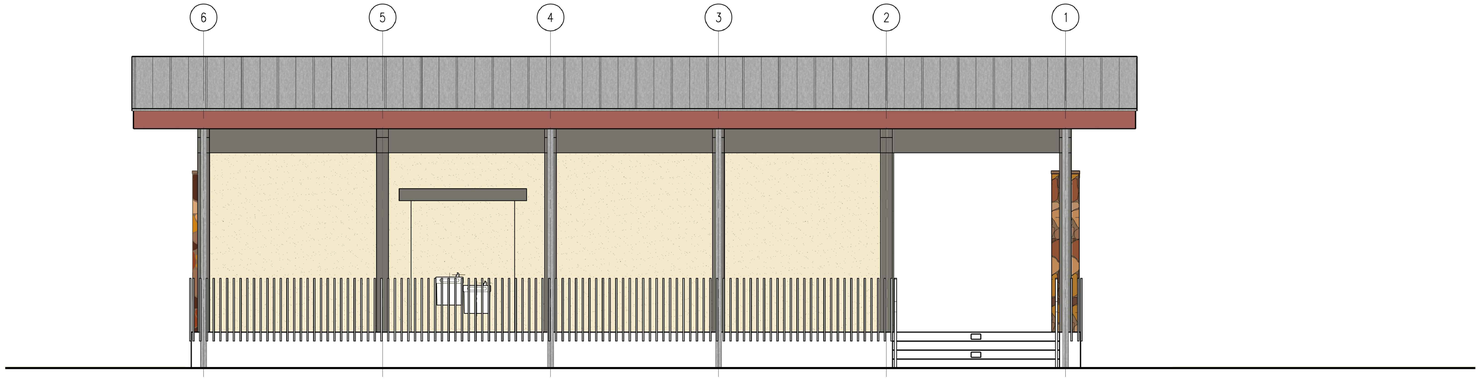
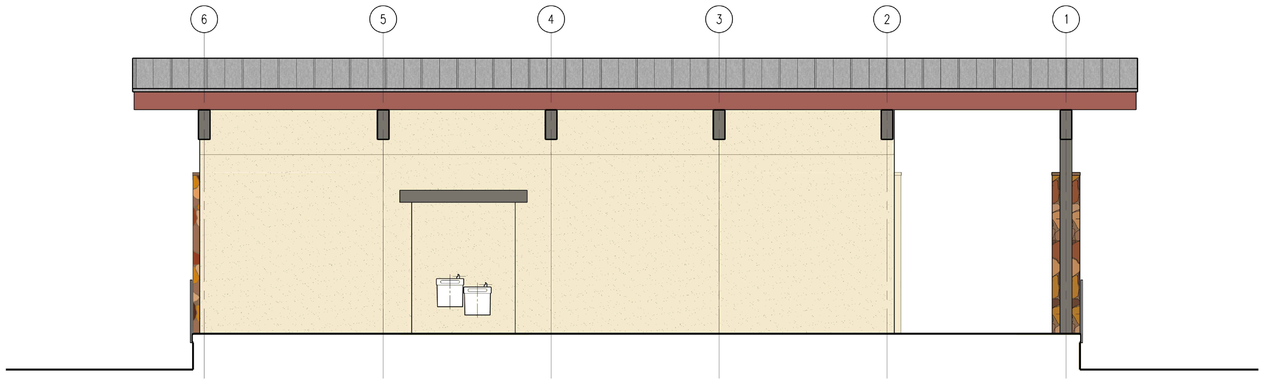


E1 POOL BUILDING WEST ELEVATION
1/4"=1'-0"



C1 POOL BUILDING WEST ELEVATION/ SECTION
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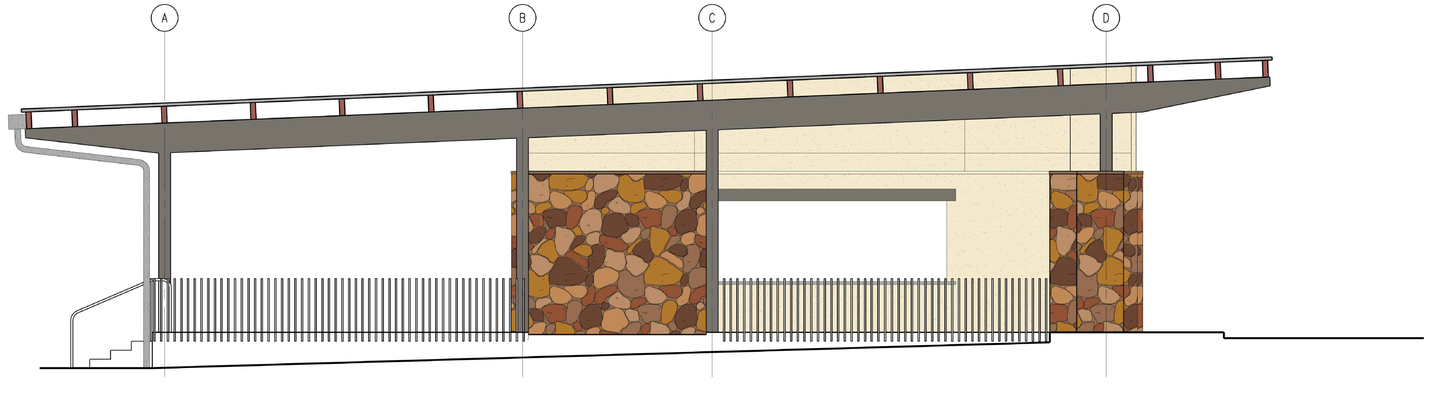

A1 POOL BUILDING SOUTH ELEVATION
1/4"=1'-0"

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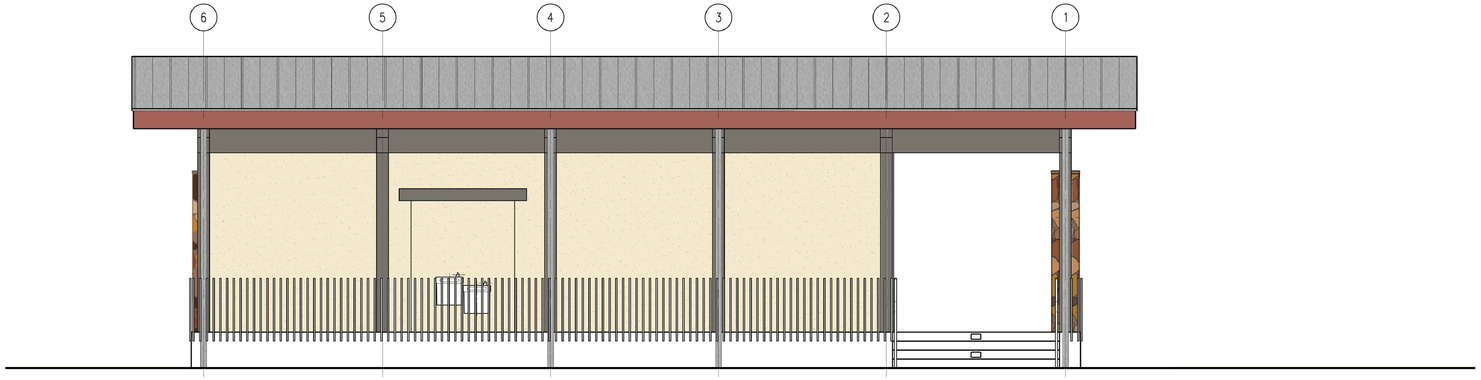

E1 POOL BUILDING WEST ELEVATION
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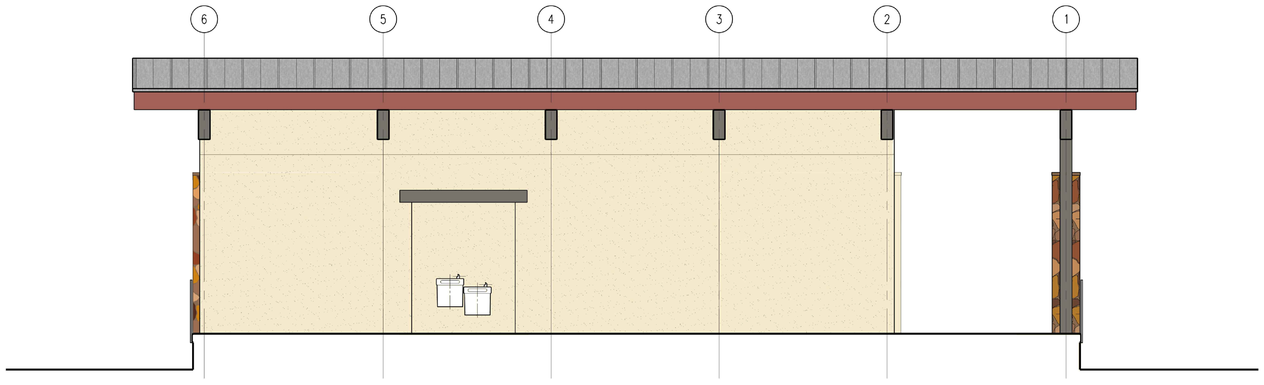

C1 POOL BUILDING WEST ELEVATION/ SECTION
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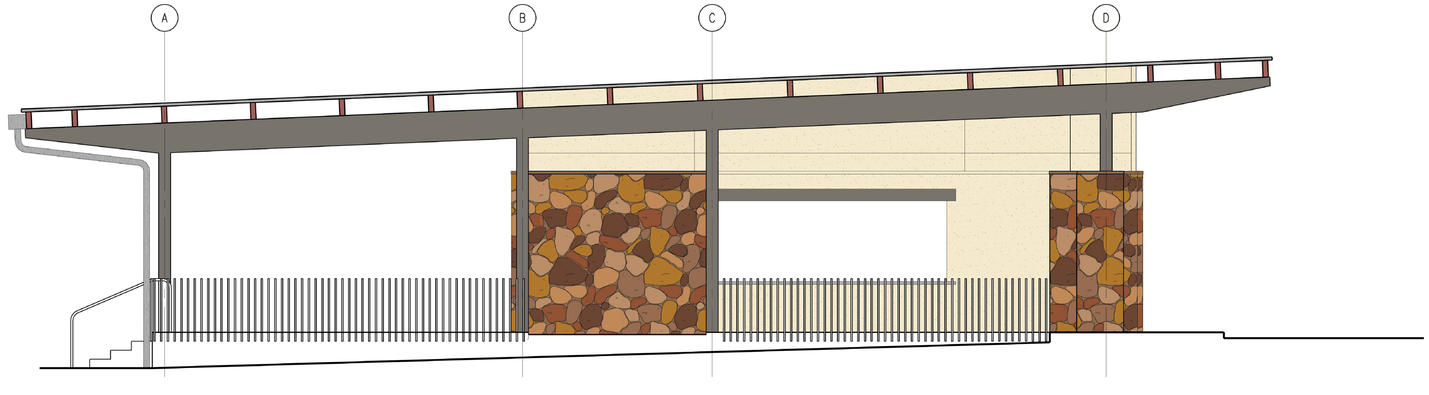

A1 POOL BUILDING SOUTH ELEVATION
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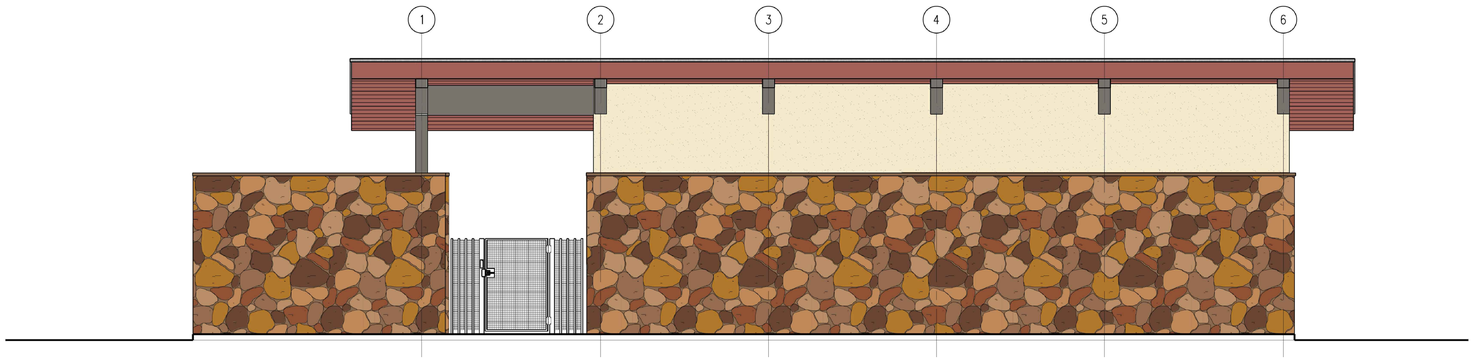
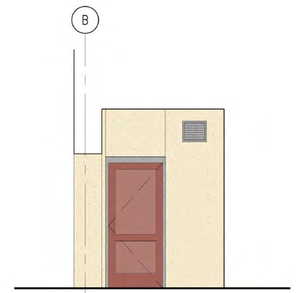
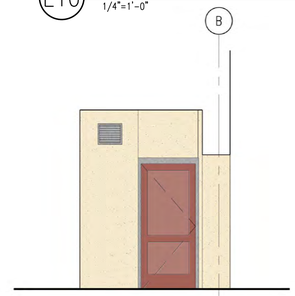


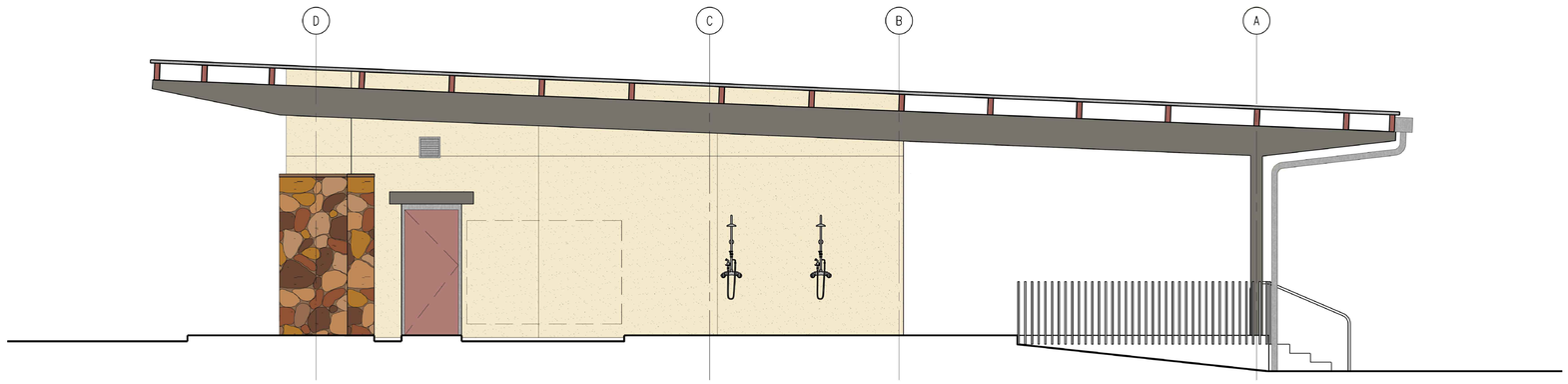
E1 POOL BUILDING EAST ELEVATION
1/4"=1'-0"



E10 RESTROOM ENTRANCE
1/4"=1'-0"



D10 RESTROOM ENTRANCE
1/4"=1'-0"



A1 POOL BUILDING NORTH ELEVATION
1/4"=1'-0"

OWNER:
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10940 W. Sam Houston Pkwy. North, Suite 300
Houston, TX 77064
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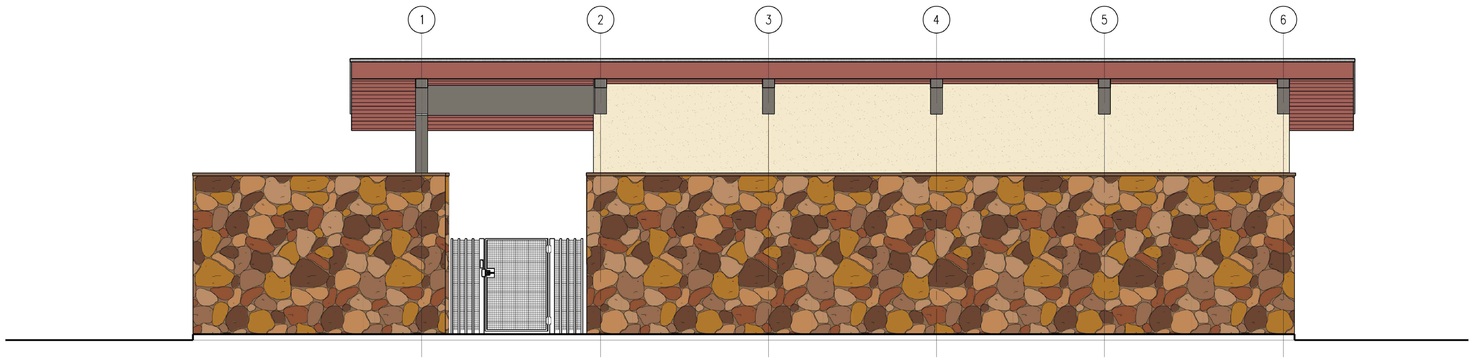
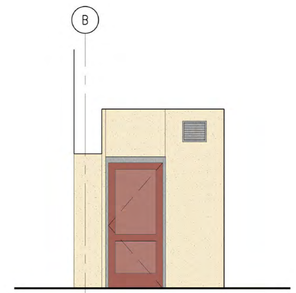


E1 POOL BUILDING EAST ELEVATION
1/4"=1'-0"



E10 RESTROOM ENTRANCE
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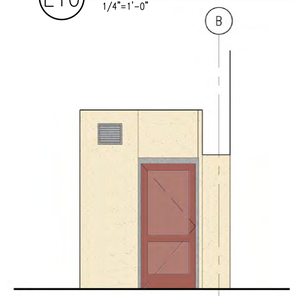

D10 RESTROOM ENTRANCE
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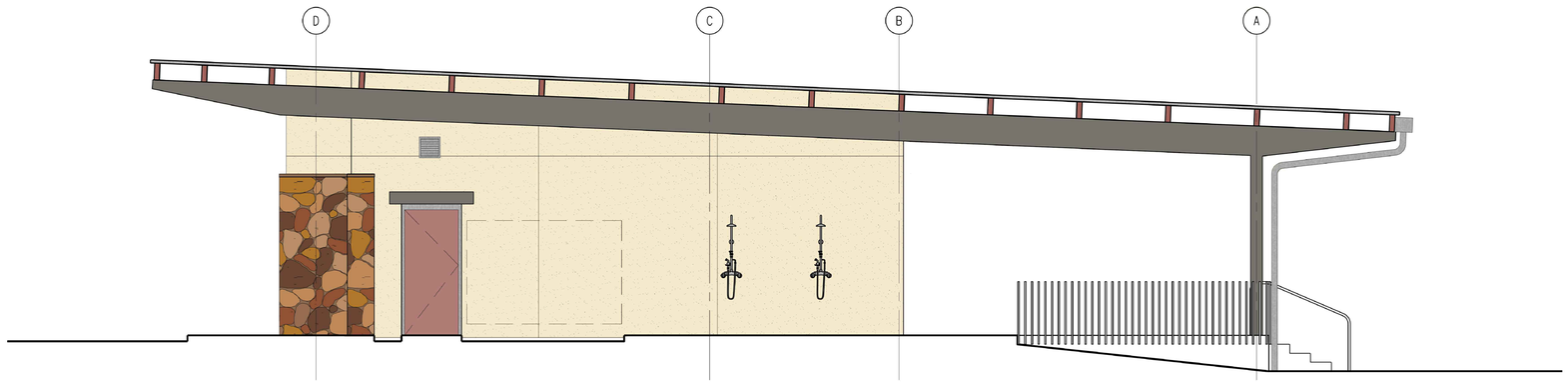

A1 POOL BUILDING NORTH ELEVATION
1/4"=1'-0"

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Fax 940-648-0363

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

CC: Shirley Rogers, Town Secretary

Nathan Reddin, Development Director

Date: January 14, 2016

Re: Creation of Tax Reinvestment Zone #3 and Property Tax Abatement Agreement with Wesco Aircraft Part Corporation

---

The Town of Northlake has been in negotiations with Wesco Aircraft Parts to incentivize the relocation of their warehouse operations to Northlake. Also involved in the incentives are the developer and building owner, Stream Realty. In order to provide the requested economic development incentives per our policy, a number of council actions are requested.

On November 12, 2015, Northlake Town Council approved Resolution No. 15-41 calling for a public hearing and publication of notice for the creation of Reinvestment Zone #3 per Chapter 311 of the Texas Tax Code. The public hearing was planned to be held on December 10th but due to the Thanksgiving Holiday staff missed the publication deadline. The public hearing was rescheduled for January 14th and publication of notice was advertised on December 30th in the Denton Record Chronicle. Also on November 12th, Town Council provided intent to give tax abatements in the zone by adopting Resolution No. 15-43.

On December 10, 2015, Northlake Town Council revised the July 31, 2014 Chapter 380 agreement with Stream Realty Acquisition, LLC in order that Wesco Aircraft Parts Corporation may receive property tax abatements in lieu of property tax reimbursements. This revision will preclude the Town from granting both abatements and reimbursements and will also allow Wesco to avail themselves to Denton County property tax abatements. Also at the December 10th meeting, council approved a jobs grant with Wesco.

The next action related to the economic development incentive package with Wesco Aircraft Parts is to hold the public hearing for the creation of Reinvestment Zone No. 3. As mentioned earlier the public notice was advertised in the DRC on December 30th. The other taxing entities (Denton County, Northwest I.S.D. and Denton County E.S.D. No. 1) were noticed by certified mail. After the public hearing, council will consider an ordinance creating the zone. The zone will be 65.296 acres at the southwest corner of Sam Lee Lane and Cleveland-Gibbs Road and is available to any tenant in the Northport 35 business park. The revision to the Stream Realty agreement mentioned previously will

allow a tenant to elect to convert the 75% business personal property tax reimbursement to a tax abatement of the same value.

After the creation of Reinvestment Zone No. 3, council will consider a tax abatement agreement with Wesco Aircraft Parts a tenant within the zone. The property tax abatement is a 75% abatement on business personal property for ten years. The tax abatement will be in lieu of a 75% property tax reimbursement.

Please contact me at 940.242.5701 if you have any questions or comments.

TOWN OF NORTHLAKE, TEXAS
ORDINANCE NO. 16-0114B

AN ORDINANCE OF THE TOWN OF NORTHLAKE, TEXAS DESIGNATING A CERTAIN AREA AS A REINVESTMENT ZONE FOR COMMERCIAL / INDUSTRIAL TAX ABATEMENT IN THE TOWN OF NORTHLAKE, TO BE KNOWN AS REINVESTMENT ZONE NO. 3, TOWN OF NORTHLAKE, TEXAS; ESTABLISHING THE BOUNDARIES THEREOF; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for commercial / industrial tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, as amended (V.T.C.A. Tax Code, Chapter 312) (the "Act"); and

WHEREAS, by Resolution 14-32 approving the Town's Incentive Policy on December 11, 2014, the Town Council authorized the continuation of its participation in tax abatement and established the Economic Development Incentive Program Guidelines and Criteria governing tax abatement agreements to be entered into by the Town as required by the Act; and

WHEREAS, on January 14, 2016, prior to the consideration of this ordinance, the Town Council held a public hearing, the date of which was at least seven (7) days after the date of publication of the notice of such public hearing and the delivery of written notice to the respective presiding officers of each taxing entity which includes within its boundaries real property that is to be included in the proposed reinvestment zone; and

WHEREAS, the Town, at such public hearing, invited any interested person to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone, and to raise any concerns regarding the offering of tax abatement incentives; and

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the reinvestment zone and opponents, if any, to the reinvestment zone appeared to contest the creation of the reinvestment zone.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS:

Section 1. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

Section 2. That the Town, after conducting a public hearing and having heard evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

(a) That the public hearing for adoption of Reinvestment Zone No. 3 has been properly called, held and conducted and that notice of such hearing has been published as required by law and mailed to the respective presiding officers of the governing bodies of all taxing units overlapping the territory inside the proposed reinvestment zone; and

(b) That the boundaries of Reinvestment Zone No. 3 shall be the area as described in the property description attached hereto as **Exhibit A (Metes and Bounds)** and depicted in **Exhibit B (Map)**; and

(c) That creation of the proposed Reinvestment Zone No. 3 will result in benefits to the Town and to the land included in the zone and that the improvements sought are feasible and practical; and

(d) That Reinvestment Zone No. 3 meets the criteria for the creation of a reinvestment zone as set forth in the Act, as amended, in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract investment in the zone that would be a benefit to the property and that would contribute to the economic development of the Town; and

(e) The proposed project located within Reinvestment Zone No. 3 meets the Town's Economic Development Incentive Program Guidelines and Criteria as adopted in the Town's Incentives Policy.

Section 3. That pursuant to the Act, as amended, the Town hereby creates a reinvestment zone for commercial tax abatement encompassing only the property area described in **Exhibit A (Metes and Bounds)** and such reinvestment zone is hereby designated and shall hereafter be referred to as Reinvestment Zone No. 3.

Section 4. That Reinvestment Zone No. 3 shall take effect on January 14, 2016, and shall remain designated as a commercial / industrial reinvestment zone for a period of five (5) years from such date of designation.

Section 5. That if any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this ordinance.

Section 6. That this ordinance shall take effect immediately from and after its passage.

Passed and approved on this the 14th day of January, 2016

Town of Northlake, Texas

_____
Peter Dewing, Mayor

Attest:

_____
Shirley Rogers, Town Secretary

DESCRIPTION, of a 65.926 acre tract of land situated in the E.F. Springer Survey, Abstract No. 1165 and the L. Medlin Survey, Abstract No. 830, Denton County, Texas; said tract being a part of that tract of land described as Tract B in Warranty Deed to SH114/IH35W Ventures, Ltd. recorded in Volume 4604, Page 2327 of the Deed Records of Denton County, Texas; being a part of that tract of land described in Exhibit "A-2" as "Tract 2" in Special Warranty Deed to Northport Commercial, Ltd. recorded in Document No. 2004-67694 of the Official Records of Denton County, Texas; and being a part of that tract of land described in Special Warranty Deed to Northport Industrial, Ltd. recorded in Document No. 2004-67695 of the Official Records of Denton County, Texas; said 65.926 acre tract being more particularly described as follows:

BEGINNING, at an "+" cut in concrete found for corner; said point being the southwest corner of Lot 11, Block 4, Northport Addition, an addition to the Town of Northlake recorded in Cabinet Y, Page 515 of the Plat Records of Denton County, Texas; said point being in the north right-of-way line of Northport Drive (a 60-foot wide right-of-way);

THENCE, North 00 degrees, 32 minutes, 51 seconds East, departing the said north line of Northport Drive and with the said east line of Lot 11, a distance of 1,444.08 feet to a 1/2-inch iron rod found for corner in the north line of said Northport Industrial tract; said point being in said Sam Lee Lane (a variable width right-of-way at this point);

THENCE, South 89 degrees, 22 minutes, 20 seconds East, along said Sam Lee Lane (no record of dedication found), a distance of 1,269.06 feet to a 1/2-inch iron rod found at the most northerly northwest corner of said "Tract 2" and the northeast corner of said Northport Industrial, Ltd. tract;

THENCE, South 89 degrees, 22 minutes, 20 seconds East, continuing along said Sam Lee Lane, a distance of 935.17 feet to a 1/2-inch iron rod found at the intersection of Sam Lee Lane with Cleveland Gibbs Road (no record of dedication found); said point being the northeast corner of said "Tract 2" and the northwest corner of that tract of land described in Special Warranty Deed to Lipscomb, Ltd. recorded In Document No. 02-75040 of said Official Records;

THENCE, South 03 degrees, 02 minutes, 23 seconds East, departing said Sam Lee Lane, with the east line of said "Tract 2" and along said Cleveland Gibbs Road, a distance of 555.09 feet to a 1/2-inch iron rod found for corner; said point being the most northerly southwest corner of that tract of land described in Warranty Deed to Terry & Joan Benton recorded in Document No. 2010-32203 of said Official Records;

THENCE, South 49 degrees, 49 minutes, 19 seconds West, continuing with the southeast line of said "Tract 2" and along said Cleveland Gibbs Road, a distance of 1,702.90 feet to a PK nail in asphalt found for corner;

THENCE, southwesterly with the said southeast line of said "Tract 2" and along the west occupied line of Cleveland Gibbs Road the following three (3) calls:

North 79 degrees, 00 minutes, 41 seconds West, a distance of 28.08 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner;

South 48 degrees, 59 minutes, 39 seconds West, a distance of 485.59 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner;

South 45 degrees, 27 minutes, 30 seconds West, a distance of 123.00 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner in the said southwest line of said "Tract 2" and the northeast line of State Highway 114 (a variable width right-of-way);

THENCE, North 88 degrees, 45 minutes, 54 seconds West, with the said southwest line of said "Tract 2" and the said northeast line of State Highway 114, a distance of 6.94 feet to a point for corner at the beginning of a non-tangent curve to the right;

THENCE, departing the said southwest line of said "Tract 2" and the said northeast line of State Highway 114, with said curve to the right having a central angle of 18 degrees, 14 minutes, 48 seconds, a radius of 590.00 feet, a chord bearing and distance of North 40 degrees, 22 minutes, 56 seconds East, 187.10 feet, an arc distance of 187.89 feet to a point for corner at the end of said curve;

THENCE, North 49 degrees, 30 minutes, 20 seconds East, a distance of 395.08 feet to a point for corner;

THENCE, North 04 degrees, 37 minutes, 13 seconds East, a distance of 35.43 feet to a point for corner;

THENCE, North 40 degrees, 15 minutes, 54 seconds West, a distance of 84.34 feet to a point for corner at the beginning of a tangent curve to the left;

THENCE, with said curve to the left, having a central angle of 49 degrees, 11 minutes, 15 seconds, a radius of 190.00 feet, a chord bearing and distance of North 64 degrees, 51 minutes, 32 seconds West, 158.15 feet, an arc distance of 163.11 feet to a point for corner at the end of said curve;

THENCE, North 89 degrees, 27 minutes, 09 seconds West, a distance of 530.04 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner in the south line of said Northport Drive;

THENCE, North 00 degrees, 32 minutes, 51 seconds East, a distance of 60.00 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner in the said north line of Northport Drive;

THENCE, North 89 degrees, 27 minutes, 09 seconds West, with the north line of said Northport Drive, a distance of 155.02 feet to the POINT OF BEGINNING;

CONTAINING: 2,871,740 square feet or 65.926 acres of land, more or less.

SAVE & EXCEPT TRACT (4.996 ACRES)
DESCRIPTION, of a 4.996 acre tract of land situated in the L. Medlin Survey, Abstract No. 830, Denton County, Texas; said tract being a part of that tract of land described as Tract B in Warranty Deed to SH114/IH35W Ventures, Ltd. recorded in Volume 4604, Page 2327 of the Deed Records of Denton County, Texas; being a part of that tract of land described in Exhibit "A-2" as "Tract 2" in Special Warranty Deed to Northport Commercial, Ltd. recorded in Document No. 2004-67694 of the Official Records of Denton County, Texas; and being a part of that tract of land described in Special Warranty Deed to Northport Industrial, Ltd. recorded in Document No. 2004-67695 of the Official Records of Denton County, Texas; said 5.000 acre tract being more particularly described as follows:

COMMENCING, at a 1/2-inch iron rod found in Sam Lee Lane (no record of dedication found) and in Cleveland Gibbs Road (no record of dedication found); said point being the northeast corner of said

"Tract 2" and the northwest corner of that tract of land described in Special Warranty Deed to Lipscomb, Ltd. recorded In Document No. 02-75040 of said Official Records;

THENCE, South 03 degrees, 02 minutes, 23 seconds East, departing the said Sam Lee Lane, with the east line of said "Tract 2" and along said Cleveland Gibbs Road, a distance of 555.09 feet to a 1/2-inch iron rod found; said point being the most northerly southwest corner of that tract of land described in Warranty Deed to Terry & Joan Benton recorded in Document No. 2010-32203 of said Official Records;

THENCE, South 49 degrees, 49 minutes, 19 seconds West, continuing with the southeast line of said "Tract 2" and along said Cleveland Gibbs Road, a distance of 1,422.93 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found;

THENCE, Due West, departing the said east line of "Tract 2" and Cleveland Gibbs Road, a distance of 14.26 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found in a west line of said "Tract 2", said point being the most easterly southeast corner of said Northport Industrial, Ltd. tract;

THENCE, North 14 degrees, 17 minutes, 07 seconds East, departing the said west line of "Tract 2" and the said east line of said Northport Industrial, Ltd. tract, a distance of 225.47 feet to the beginning of a non-tangent curve to the right and the POINT OF BEGINNING;

THENCE, in a southerly direction, with said curve to the right, having a central angle of 35 degrees, 25 minutes, 30 seconds, a radius of 510.22 feet, a chord bearing and distance of South 31 degrees, 47 minutes, 07 seconds West, 310.46 feet, an arc distance of 315.46 feet to a point corner at the end of said curve;

THENCE, South 49 degrees, 30 minutes, 20 seconds West, a distance of 98.68 feet to a point corner;

THENCE, North 85 degrees, 22 minutes, 47 seconds West, a distance of 35.28 feet to a point corner;

THENCE, North 40 degrees, 15 minutes, 54 seconds West, a distance of 84.11 feet to a point corner at the beginning of a tangent curve to the left;

THENCE, in a westerly direction, with said curve to the left, having a central angle of 49 degrees, 11 minutes, 15 seconds, a radius of 250.00 feet, a chord bearing and distance of North 64 degrees, 51 minutes, 32 seconds West, 208.09 feet, an arc distance of 214.62 feet to a point corner at the end of said curve;

THENCE, North 89 degrees, 27 minutes, 09 seconds West, a distance of 150.72 feet to a point corner;

THENCE, North 00 degrees, 32 minutes, 57 seconds East, a distance of 327.47 feet to a point corner;

THENCE, South 89 degrees, 27 minutes, 03 seconds East, a distance of 415.81 feet to a point corner at the beginning of a non-tangent curve to the right;

THENCE, in a southerly direction, with said curve to the right, having a central angle of 17 degrees, 59 minutes, 16 seconds, a radius of 140.00 feet, a chord bearing and distance of South 28 degrees, 52 minutes, 39 seconds East, 43.77 feet, an arc distance of 43.95 feet to a point corner at the beginning of a reverse curve to the left;

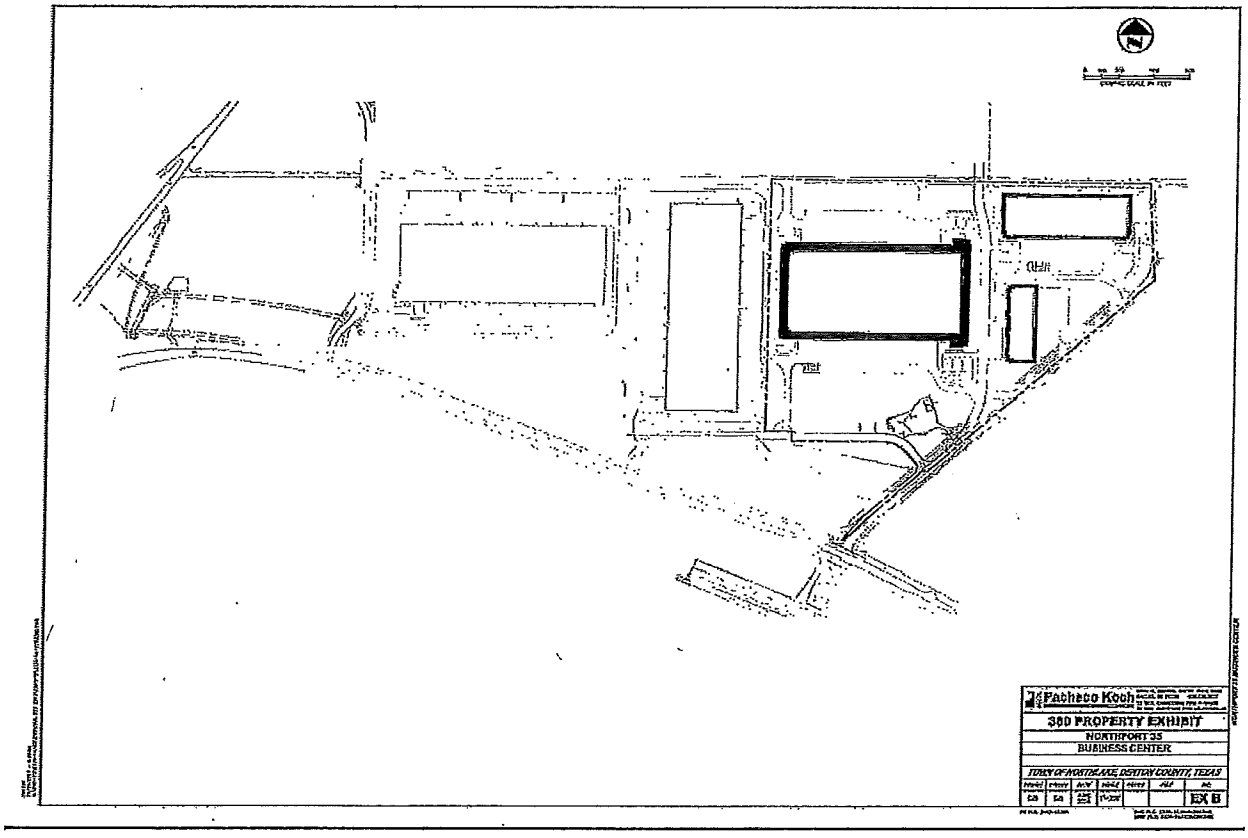
THENCE, in an easterly direction, with said curve to the left, having a central angle of 62 degrees, 46 minutes, 38 seconds, a radius of 100.00 feet, a chord bearing and distance of South 51 degrees, 16 minutes, 21 seconds East, 104.17 feet, an arc distance of 109.57 feet to a point corner;

THENCE, South 82 degrees, 39 minutes, 40 seconds East, a distance of 112.23 feet to a point corner;

THENCE, South 45 degrees, 01 minutes, 41 seconds East, a distance of 48.85 feet to the POINT OF BEGINNING.

CONTAINING: 217,628 square feet or 4.996 acres of land, more or less.

Exhibit B
Map



TOWN OF NORTHLAKE, TEXAS

RESOLUTION NO. 16-01

A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING A TAX ABATEMENT AGREEMENT TO PROMOTE ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE TOWN; PROVIDING FOR REQUIRED NOTICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 312 of the Texas Tax Code authorizes municipalities to enter into tax abatement agreements pursuant to the requirements of the Property Redevelopment and Tax Abatement Act, V.T.C.A. Tax Code, Chapter 312 (the "Act") ; and

WHEREAS, by Resolution 14-32 approving the Town's Incentives Policy on December 11, 2014 (the "Policy"), the Town Council authorized the continuation of its participation in tax abatement and provided guidelines and criteria governing tax abatement agreements to be entered into by the Town; and

WHEREAS, on November 12, 2015, the Town Council authorized a public hearing concerning the creation of Reinvestment Zone No. 3; and

WHEREAS, on January 14, 2016, the Town Council held a public hearing concerning the creation of Reinvestment Zone No. 3; and

WHEREAS, on January 14, 2016, the Town Council created Reinvestment Zone No. 3; and

WHEREAS, Reinvestment Zone No. 3 was established to maintain and/or enhance the economic and employment base in the zone areas to the long term interest and benefit of the Town and the reinvestment zone; and

WHEREAS, pursuant to the Act and the Policy, the Town desires to enter into a tangible business personal property tax abatement agreement with Wesco Aircraft Hardware Corp ("Agreement"), attached as Exhibit A, for added value to tangible business personal property located within Reinvestment Zone No. 3; and

WHEREAS, the Property described in the Agreement is located within Reinvestment Zone No. 3; and

WHEREAS, upon full review and consideration of the Agreement and all matters attendant and related thereto, the Town Council is of the opinion that the Agreement meets the terms and conditions of the guidelines and criteria established by the Policy and will promote local economic development in the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, THAT:

Section 1.

The preambles previously written are true and correct.

Section 2.

The Agreement, attached as Exhibit A, having been reviewed by the Town Council of Northlake and found to be acceptable and in the best interest of the Town and its citizens and businesses, is hereby approved.

Section 3.

The Town Administrator, upon approval as to form by the Town Attorney is hereby authorized to execute the Agreement attached as Exhibit A on behalf of the Town.

Section 4.

At least seven (7) days prior to the execution of the Agreement, notice of the Town's intention to enter into the Agreement shall be delivered to the governing bodies of each other taxing unit that includes in its boundaries the real and tangible business personal property that is the subject of the Agreement. The notice shall include a copy of the proposed Agreement.

Section 5.

The approval and execution of the Agreement by the Town is not conditional upon approval and execution of any other tax abatement agreement by any other taxing entity.

Section 6.

This resolution shall become effective immediately from and after its passage.

PASSED AND APPROVED this the 14th day of January, 2016

Town of Northlake, Texas

_____

Peter Dewing, Mayor

ATTEST:

_____

Shirley Rogers, Town Secretary

EXHIBIT A
Tax Abatement Agreement

BUSINESS PERSONAL PROPERTY TAX ABATEMENT AGREEMENT WITH WESCO AIRCRAFT HARDWARE CORP

This BUSINESS PERSONAL PROPERTY TAX ABATEMENT AGREEMENT (the "Agreement") is entered into by and among the Town of Northlake, a type A general-law municipality of Denton County, Texas (the "Town"), acting by and through its duly authorized officers, and Wesco Aircraft Hardware Corp, a California corporation qualified to do business in the state of Texas ("Wesco" or the "Owner").

W I T N E S S E T H:

WHEREAS, the Town Council on December 11, 2014 approved Resolution No. 14-32 adopting an Incentives Policy for the Town (the "Policy") as amended, which: (1) elected to continue its participation in economic development incentives and adopted Economic Development Incentive Program Guidelines and Criteria, which established certain guidelines and criteria for the use of Town incentive programs for private development projects and authorized establishment of programs for making loans and grants of public money to promote local economic development and to stimulate business and commercial activity in the Town pursuant to the Economic Development Programs provisions under Chapter 380 of the Texas Local Government Code; and (2) elected to be eligible to participate in tax abatement; and (3) established appropriate guidelines and criteria governing tax abatement agreements to be entered into by the Town as required by the Property Redevelopment and Tax Abatement Act, as amended, (V.T.C.A. Tax Code, Chapter 312)(the "Act"); and

WHEREAS, on January 14, 2016, the Town Council approved Ordinance No. 16-0114A establishing the Town of Northlake's Reinvestment Zone No. 3 ("Reinvestment Zone"), in accordance with the Act, as amended, to promote development and redevelopment in Northlake; and

WHEREAS, the Town's reinvestment zones were established to maintain and/or enhance the economic and employment base in the zone areas to the long-term interest and benefit of the Town and the Reinvestment Zone; and

WHEREAS, certain Property owned by Wesco is located within the Reinvestment Zone, and the contemplated Improvements (as defined herein) to and the use of certain property as set forth in this Agreement, are consistent with encouraging development of said Reinvestment Zone in accordance with the purposes for its creation and are in compliance with the Town's Incentives Policy (the "Policy") and all applicable laws; and

WHEREAS, the Town Council pursuant to Resolution No. 16-01 approved on January 14, 2016, approved the execution of this Agreement by and between the Town and Owner; and

WHEREAS, notice of the Town's intention to enter into this Tax Abatement (as hereinafter defined) was delivered at least seven days prior to the date of execution of this Agreement, to the respective presiding officers of the governing bodies of the taxing units that

include within their boundaries property which is the subject of this Agreement.

NOW THEREFORE, the parties hereto agree as follows:

SECTION 1. PROPERTY

A. Ownership of Property: Wesco represents that it is the owner of and holds full legal and equitable title to that certain tract of real property located in the Town of Northlake, Denton County, Texas, and located in the Reinvestment Zone, more particularly described in the metes and bounds description attached herein as **Exhibit A**, which is made a part of this instrument for all purposes (hereinafter referred to as the "Property"). The Property is located entirely within the town limits of the Town and within Town of Northlake Reinvestment Zone No. 3. The Property is further shown on the map attached hereto as **Exhibit B** and made a part hereof.

B. No Conflict of Interest. At the time of execution of this Agreement, the Property does not include any property that is owned or leased by a member of the Town Council or by any officer of the Town.

SECTION 2. IMPROVEMENTS

A. Private Improvements. In consideration of the Tax Abatement (as defined below) pursuant to this Agreement, Wesco covenants and agrees to make real property improvements or repairs to the Property as described in **Exhibit C** (hereinafter referred to as "Private Improvements") with a total construction cost including related hard and soft project costs of approximately **$3,200,000** which Private Improvements shall be substantially completed on or before **December 31, 2016** (the "CO Date"); provided, such Substantial Completion date for the Private Improvements may be extended by the Town Administrator in his or her sole discretion for up to 180-days for just cause or such longer period as may be required in the event of force majeure, as defined in the contract, if Wesco is diligently and faithfully pursuing completion of the Real Improvements. For this purpose, "**force majeure**" shall mean any contingency or cause beyond the reasonable control of Wesco including, without limitation, acts of nature or the public enemy, war, riot, civil commotion, insurrection, state, federal or municipal government or de facto governmental action (unless caused by acts or omissions of Wesco or an affiliate), fires, explosions, floods, epidemics, quarantine restrictions, and strikes. The date of "Substantial Completion" of the Private Improvements shall be defined as the date a Certificate of Occupancy or equivalent is issued by the Town. Prior to applying for tax abatement pursuant to this Agreement, Wesco shall provide to the Town written documentation evidencing that the Private Improvements as described in Exhibit C were substantially completed. Such written documentation may include: a job cost summary, substantial completion report, or any other written documentation evidencing that the Private Improvements were substantially completed as described herein or as described in any definitive documentation pursuant to which Wesco acquired its interest in and to the Property and Private Improvements.

B. Maintenance of the Improvements. As a condition precedent to the initiation of Tax Abatement pursuant to this Agreement, (i) Wesco will diligently and faithfully, in a good and workmanlike manner, pursue the Substantial Completion of the Private Improvements in accordance with Section 2A above, as good and valuable consideration for this Agreement and (ii)

all construction of the Private Improvements will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof). Wesco further represents that the Private Improvements or any new additional Private Improvements shall be maintained during the term of this Agreement in accordance with all applicable state and local laws, codes and regulations (or valid waiver thereof). Upon reasonable advance written notice to Owner, the Town and its agents and employees shall have the right of access to the Property during construction to inspect the Improvements at reasonable times during regular business hours in order to ensure that the construction of the Private Improvements are in accordance with this Agreement and all applicable state and local laws and regulations (or valid waiver thereof). After completion of the Private Improvements, upon reasonable advance written notice to Wesco, the Town shall have the continuing right to inspect the Property at reasonable times during regular business hours to ensure that it is thereafter maintained and operated in accordance with this Agreement during the term hereof.

C. Warehouse and Distribution Facility. Owner acknowledges that the availability of the Tax Abatement (as defined in Section 3 below) in any given year may depend (subject to the Town's approval as referenced below) on it continuously operating and maintaining the Property as a warehouse and distribution facility. Any other activity conducted at the Property not provided for in this section must be approved by the Town and shall comply with local zoning and all applicable federal, state and local laws. Failure to receive Town approval for any other activity conducted at the Property may result in termination of the Agreement as provided in Section 4 of this Agreement.

SECTION 3. TAX ABATEMENT

A. Subject to Wesco providing written documentation evidencing that the Private Improvements have been substantially completed pursuant to the requirements in Section 2 above by the CO Date, the Town will grant tax abatement to Owner, subject to the terms and conditions of this Agreement and subject to the rights of holders of outstanding bonds of the Town, on a portion of the Town taxes assessed on the tangible business personal property, as defined by the Denton Central Appraisal District (the "BPP") located in or on the Property ("Tax Abatement"). For these purposes, Tax Abatement is applicable only to BPP located on the Property after the date of Town Council authorization of this Agreement. BPP located on the Property at any time before the date of Town Council authorization of this Agreement is not eligible for Tax Abatement and is fully taxable by the Town. The Tax Abatement shall be an amount equal to the taxes assessed on **seventy-five percent (75.0%)** of the value of Owner's BPP. The value of BPP shall be as determined by the Denton Central Appraisal District. Owner shall have the right to protest and/or contest any assessment of the BPP and said Tax Abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Owner shall be eligible to receive Tax Abatement for a period of **ten (10) years** ("Tax Abatement Period") beginning on or before **January 1, 2017**, subject to the terms and conditions of this Agreement. The Tax Abatement, once earned by Owner, shall continue for the duration of the Tax Abatement Period and shall not be lost through Force Majeure events or circumstances beyond the Owner's reasonable control, except upon the occurrence of an event of default set forth in Section 4A of this Agreement that is not cured within any applicable notice or cure period, as specified below.

B. It is understood and expressly agreed by Owner that the Town does not warrant or guarantee that the grant of Tax Abatement as provided for in this Agreement will be upheld as

valid, lawful, enforceable or constitutional in the event the statutory authority for same or the Town's use thereof is challenged by court action. In the event such court action related to the Agreement and the providing of Tax Abatement hereunder is instituted, Owner shall be responsible for defending the parties hereto, this Agreement, and the use of Tax Abatement hereunder, at Owner's sole cost and expense, including attorney's fees. The Town, however, agrees to cooperate with Owner in such defense. Should such litigation result in the loss of Tax Abatement as provided herein, Owner shall be solely responsible for the payment of all taxes due, including all taxes which otherwise would have been paid to the Town without the benefit of abatement, without recourse to the Town, and without any obligation by the Town to reimburse same back to Owner and without any right of reduction of Owner's obligations hereunder.

SECTION 4. DEFAULT, RIGHT TO CANCEL, RECAPTURE OF TAX ABATEMENT AND ENFORCEMENT OF RECAPTURE LIABILITY

A. A default shall exist if any one or more of the following occurs: (a) Owner fails to complete the Private Improvements in accordance with this Agreement; (b) Owner allows its ad valorem taxes and/or tangible personal property taxes owed the Town to become delinquent (provided that Owner retains its right to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem or tangible personal property taxes); (c) Owner fails to certify in a written report to the Town by **April 15** of each year throughout the term of this Agreement that Owner is in compliance with each applicable term of this Agreement; (d) Owner fails to obtain either Town approval within 60 days for a change in activity conducted at the Property or for Owner's assignment of all or a portion of the Property to a new Owner; or (e) Owner breaches any of the terms or conditions of this Agreement or if any statement, warranty or representation contained herein is false. In the event that Owner defaults in their performance under clause (a), (b), (c), (d) or (e) above, then the Town shall give Owner written notice of such default and if Owner has not cured such default within 120 days of said written notice, this Tax Abatement Agreement may be terminated. Notice shall be provided in accordance with Section 10 hereof.

B. In the event of default (which is not cured within the applicable time period) under clause (a) in Section 4A above for failure to complete the Private Improvements and all taxes which otherwise would have been paid to the Town without the benefit of Tax Abatement (but were in fact not paid by reason of the Tax Abatement), including interest thereon (collectively with such taxes, "Recapture Liability"), will become a debt to the Town from Owner and shall be due, owing and paid to the Town by Owner within 120 days of the expiration of the above-mentioned applicable cure period. Such Recapture Liability shall be equal to all taxes which would otherwise have been paid to the Town from the beginning of the Tax Abatement Period to the date of termination (interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas).

C. Additionally, Owner shall pay liquidated damages to the Town in the event of default (which is not cured within the applicable time period) under clause (b), (c), (d), or (e) in Section 4A above in an amount equal to all taxes for the year (or years) in which such default occurs, which otherwise would have been paid to the Town without the benefit of Tax Abatement (but were in fact not paid by reason of the Tax Abatement), including interest thereon charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas) (collectively with such taxes, "Taxes Retroactively Due"). Taxes Retroactively

Due will become a debt to the Town from Owner and shall be due, owing and paid to the Town by Owner within 120 days of the expiration of the above-mentioned applicable cure period. There will be no recapture of amounts previously abated for years during which, in the Town's sole determination, Owner has complied with all the terms and conditions of this Agreement. The Town and Owner acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

D. This Agreement inures to the benefit of, and is enforceable by the Town. Owner hereby grants to the Town the right to prosecute or take appropriate action, at law or in equity, against Owner to recover any Recapture Liability or Taxes Retroactively Due or to enforce any other covenant or agreement contained in this Agreement. If the Town substantially prevails in a legal proceeding to enforce this Agreement against Owner, the Town is further entitled to recover damages, reasonable attorney's fees, and court costs from Owner. Any payment due to the Town under this Agreement is a lien which attaches to the Property on January 1 of each year to secure the payment of all taxes and interest ultimately imposed for the year on the Property.

E. The covenants and agreements contained in this Agreement are covenants and agreements running with the land, are binding upon Owner and its successors in interest, assigns, administrators, beneficiaries, heirs, executors, and other legal representatives, and are binding upon any person, corporation or other legal entity having or acquiring any right, title or interest in or to any part of the Property from Owner.

SECTION 5. ANNUAL APPLICATION/CERTIFICATION FOR TAX EXEMPTION

It shall be the responsibility of Owner, pursuant to V.T.C.A., Tax Code, §11.43, to file an annual exemption application form with the chief appraiser for each appraisal district in which the Property is sited. In addition, pursuant to Section 312.205(a)(6) of the Property Redevelopment and Tax Abatement Act, as amended, (V.T.C.A. Tax Code, Chapter 312) Wesco shall certify in a written report to the Town by **April 15** of each year throughout the term of this Agreement that Wesco is in compliance with each applicable term of this Agreement, including but not limited to the Substantial Completion of the Private Improvements as provided in Sections 2 above, and the payment of ad valorem taxes and tangible personal property taxes owed the Town by Owner. Prior to submission of the exemption application to the appraisal district, Wesco shall submit the exemption application and certification report to the Town for certification that the requirements for the Tax Abatement set forth in this Agreement have been fulfilled. Failure of Wesco to obtain such Town certification with respect to the exemption application may result in the loss of the tax exemption for the year.

SECTION 6. SUCCESSORS AND ASSIGNS

A. Owner may not assign this Agreement without the prior written consent of the Town, which such consent shall not be unreasonably denied, withheld, delayed or conditioned. Failure to obtain the Town's prior written consent for such assignment may result in termination of this Agreement. Such new owner must expressly assume all of the obligations of Owner under this Agreement for the balance of the term of this Agreement. Failure to obtain Town approval of assignment to new owner(s) within 60 days of acquisition of all or a portion of the Private

Improvements or Property from Owner may result in loss of the Tax Abatement for the year and/or termination of the Agreement in accordance with Section 4.

B. The parties hereto acknowledge that Wesco may obtain a construction loan (the "Loan") from a private financial institution (the "Bank") to provide financing for certain improvements to be constructed on the Property and that the Loan may be secured by one or more mortgages, deeds of trust, assignments or security interests encumbering the Property. The Town shall, concurrently with sending any notice of default to Wesco, send notice of such default to the Bank in the manner provided in Section 10 below at an address to be provided when the Loan is procured. The Town agrees that the Bank shall have the right (but not the obligation) to cure any default by Wesco arising under this Agreement and that the Town will accept cure of any such default by the Bank. Furthermore, notwithstanding anything to the contrary contained in this Agreement, if a default occurs in respect of the Loan and as a result thereof the Bank acquires title to the Property (whether through foreclosure, deed in lieu of foreclosure, or some other manner), the Bank shall automatically be considered a successor to the rights and obligations of Wesco under this Agreement without obtaining any consent from the Town provided that the Town receives notice of such acquisition of title by the Bank.

SECTION 7. INDEMNITY

It is understood and agreed between the parties that Owner, in performing its obligations hereunder, is acting independently, and the Town assumes no responsibility or liability in connection therewith to third parties, and Owner agrees to indemnify and hold harmless the Town, its officers, agents and employees, against any and all third party claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought (collectively, "Liability"), suffered by any person or persons that may arise out of or be occasioned by Owner's breach of any of the terms or provisions of this Agreement, or by any negligent act or omission of Owner, its officers, agents, associates, employees, consultants or subconsultants, in the performance of this Agreement; provided, however, that the indemnity provided for in this paragraph shall not apply to any Liability resulting from the sole negligence of the Town, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both Owner and the Town, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the Town under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

SECTION 8. TERM

The term of this Agreement shall begin on the date of execution and end on the expiration of the Tax Abatement Period noted in Section 3 hereof. Owner's liability for Recapture Liability and Taxes Retroactively Due, however, shall survive the expiration of the Tax Abatement Period.

SECTION 9. CASUALTY AND CONDEMNATION

Notwithstanding anything contained herein to the contrary, in no event shall Owner be held in default hereunder or be required to recapture or repay the Tax Abatement by reason of any circumstance (including specifically, without limitation, failure of Wesco to take occupancy of the Property) that results from an event of casualty or condemnation of the Property or any part thereof.

SECTION 10. NOTICES

Except as otherwise provided, any notice, payment, statement, or demand required or permitted to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

Town:
Town of Northlake
1400 FM 407
Northlake, Texas 76247
Attn: Drew Corn, Town Administrator
Phone: (940) 648-3290
Fax: (940) 648-0363
Email: dcorn@town.northlake.tx.us

With a copy to:
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107
Attn: Ashley D. Dierker
Phone: (817) 332-2580
Fax: (817) 332-4740
Email: adierker@toase.com

Owner:
Wesco Aircraft Hardware Corp.
24911 Avenue Stanford
Valencia, California 91355
Attn: David J. Castagnola, President and CEO
Phone: (661) 775-7279
Fax:
Email: Dave.Castagnola@wescoair.com

With a copy to:
Wesco Aircraft Hardware Corp.
27727 Avenue Scott
Valencia, California 91355
Attn: John Holland, Chief Legal Officer
Phone: (661) 802-5059
Fax: (661) 621-6339
Email: John.Holland@wescoair.com

SECTION 11. VENUE

The obligations of the parties to this Agreement shall be performable in Denton County, Texas, and if legal action is necessary in connection with or to enforce rights under this Agreement, exclusive venue shall lie in Denton County, Texas.

SECTION 12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

SECTION 13. COMPLIANCE WITH LAWS AND REGULATIONS

This Agreement is entered into subject to and controlled by all applicable laws, rules, and regulations of the State of Texas and the Government of the United States of America. Owner shall, during the course of performance of this Agreement, comply with all applicable Town codes and ordinances, as amended, and all applicable State and Federal laws, rules and regulations, as amended.

SECTION 14. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

SECTION 15. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.

SECTION 16. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

SECTION 17. ENTIRE AGREEMENT

This Agreement (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of the parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. Except as otherwise provided elsewhere in this Agreement, this Agreement cannot be modified without written supplemental agreement executed by the parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

EXECUTED and effective as of the 14th day of January, 2016 by the Town, signing by and through its Town Administrator, duly authorized to execute same by resolutions adopted by the Town Council on January 14, 2016; and by Owner, acting through its duly authorized official.

APPROVED AS TO FORM:
ASHLEY D. DIERKER,
TAYLOR, OLSON, ADKINS,
SRALLA & ELAM, L.L.P.
Town Attorney

BY_____
Town Attorney

TOWN OF NORTHLAKE
DREW CORN

Town Administrator

BY_____
Drew Corn
Town Administrator

ATTEST:

BY_____
Shirley Rogers, Town Secretary

Date:_____

WESCO AIRCRAFT HARDWARE CORP
A California Corporation

BY: _____
David J. Castagnola, President and CEO

Date: _____

Exhibit A

Metes and bounds description of the Property

DESCRIPTION, of a 65.926 acre tract of land situated in the E.F. Springer Survey, Abstract No. 1165 and the L. Medlin Survey, Abstract No. 830, Denton County, Texas; said tract being a part of that tract of land described as Tract B in Warranty Deed to SH114/IH35W Ventures, Ltd. recorded in Volume 4604, Page 2327 of the Deed Records of Denton County, Texas; being a part of that tract of land described in Exhibit "A-2" as "Tract 2" in Special Warranty Deed to Northport Commercial, Ltd. recorded in Document No. 2004-67694 of the Official Records of Denton County, Texas; and being a part of that tract of land described in Special Warranty Deed to Northport Industrial, Ltd. recorded in Document No. 2004-67695 of the Official Records of Denton County, Texas; said 65.926 acre tract being more particularly described as follows:

BEGINNING, at an "+" cut in concrete found for corner; said point being the southwest corner of Lot 11, Block 4, Northport Addition, an addition to the Town of Northlake recorded in Cabinet Y, Page 515 of the Plat Records of Denton County, Texas; said point being in the north right-of-way line of Northport Drive (a 60-foot wide right-of-way);

THENCE, North 00 degrees, 32 minutes, 51 seconds East, departing the said north line of Northport Drive and with the said east line of Lot 11, a distance of 1,444.08 feet to a 1/2-inch iron rod found for corner in the north line of said Northport Industrial tract; said point being in said Sam Lee Lane (a variable width right-of-way at this point);

THENCE, South 89 degrees, 22 minutes, 20 seconds East, along said Sam Lee Lane (no record of dedication found), a distance of 1,269.06 feet to a 1/2-inch iron rod found at the most northerly northwest corner of said "Tract 2" and the northeast corner of said Northport Industrial, Ltd. tract;

THENCE, South 89 degrees, 22 minutes, 20 seconds East, continuing along said Sam Lee Lane, a distance of 935.17 feet to a 1/2-inch iron rod found at the intersection of Sam Lee Lane with Cleveland Gibbs Road (no record of dedication found); said point being the northeast corner of said "Tract 2" and the northwest corner of that tract of land described in Special Warranty Deed to Lipscomb, Ltd. recorded In Document No. 02-75040 of said Official Records;

THENCE, South 03 degrees, 02 minutes, 23 seconds East, departing said Sam Lee Lane, with the east line of said "Tract 2" and along said Cleveland Gibbs Road, a distance of 555.09 feet to a 1/2-inch iron rod found for corner; said point being the most northerly southwest corner of that tract of land described in Warranty Deed to Terry & Joan Benton recorded in Document No. 2010-32203 of said Official Records;

THENCE, South 49 degrees, 49 minutes, 19 seconds West, continuing with the southeast line of said "Tract 2" and along said Cleveland Gibbs Road, a distance of 1,702.90 feet to a PK nail in asphalt found for corner;

THENCE, southwesterly with the said southeast line of said "Tract 2" and along the west occupied line of Cleveland Gibbs Road the following three (3) calls:

North 79 degrees, 00 minutes, 41 seconds west, a distance of 28.08 feet to a 1/2-inch iron

rod with "PACHECO KOCH" cap found for corner;

South 48 degrees, 59 minutes, 39 seconds west, a distance of 485.59 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner;

South 45 degrees, 27 minutes, 30 seconds West, a distance of 123.00 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner in the said southwest line of said "Tract 2" and the northeast line of State Highway 114 (a variable width right-of-way);

THENCE, North 88 degrees, 45 minutes, 54 seconds West, with the said southwest line of said "Tract 2" and the said northeast line of State Highway 114, a distance of 6.94 feet to a point for corner at the beginning of a non-tangent curve to the right;

THENCE, departing the said southwest line of said "Tract 2" and the said northeast line of State Highway 114, with said curve to the right having a central angle of 18 degrees, 14 minutes, 48 seconds, a radius of 590.00 feet, a chord bearing and distance of North 40 degrees, 22 minutes, 56 seconds East, 187.10 feet, an arc distance of 187.89 feet to a point for corner at the end of said curve;

THENCE, North 49 degrees, 30 minutes, 20 seconds east, a distance of 395.08 feet to a point for corner;

THENCE, North 04 degrees, 37 minutes, 13 seconds east, a distance of 35.43 feet to a point for corner;

THENCE, North 40 degrees, 15 minutes, 54 seconds west, a distance of 84.34 feet to a point for corner at the beginning of a tangent curve to the left;

THENCE, with said curve to the left, having a central angle of 49 degrees, 11 minutes, 15 seconds, a radius of 190.00 feet, a chord bearing and distance of North 64 degrees, 51 minutes, 32 seconds West, 158.15 feet, an arc distance of 163.11 feet to a point for corner at the end of said curve;

THENCE, North 89 degrees, 27 minutes, 09 seconds West, a distance of 530.04 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner in the south line of said Northport Drive;

THENCE, North 00 degrees, 32 minutes, 51 seconds East, a distance of 60.00 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner in the said north line of Northport Drive;

THENCE, North 89 degrees, 27 minutes, 09 seconds West, with the north line of said Northport Drive, a distance of 155.02 feet to the POINT OF BEGINNING;

CONTAINING: 2,871,740 square feet or 65.926 acres of land, more or less.

SAVE & EXCEPT TRACT (4.996 ACRES)
DESCRIPTION, of a 4.996 acre tract of land situated in the L. Medlin Survey, Abstract No. 830, Denton County, Texas; said tract being a part of that tract of land described as Tract B in

Warranty Deed to SH114/IH35W Ventures, Ltd. recorded in Volume 4604, Page 2327 of the Deed Records of Denton County, Texas; being a part of that tract of land described in Exhibit "A-2" as "Tract 2" in Special Warranty Deed to Northport Commercial, Ltd. recorded in Document No. 2004-67694 of the Official Records of Denton County, Texas; and being a part of that tract of land described in Special Warranty Deed to Northport Industrial, Ltd. recorded in Document No. 2004-67695 of the Official Records of Denton County, Texas; said 5.000 acre tract being more particularly described as follows:

COMMENCING, at a 1/2-inch iron rod found in Sam Lee Lane (no record of dedication found) and in Cleveland Gibbs Road (no record of dedication found); said point being the northeast corner of said "Tract 2" and the northwest corner of that tract of land described in Special Warranty Deed to Lipscomb, Ltd. recorded In Document No. 02-75040 of said Official Records;

THENCE, South 03 degrees, 02 minutes, 23 seconds East, departing the said Sam Lee Lane, with the east line of said "Tract 2" and along said Cleveland Gibbs Road, a distance of 555.09 feet to a 1/2-inch iron rod found; said point being the most northerly southwest corner of that tract of land described in Warranty Deed to Terry & Joan Benton recorded in Document No. 2010-32203 of said Official Records;

THENCE, South 49 degrees, 49 minutes, 19 seconds West, continuing with the southeast line of said "Tract 2" and along said Cleveland Gibbs Road, a distance of 1,422.93 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found;

THENCE, Due West, departing the said east line of "Tract 2" and Cleveland Gibbs Road, a distance of 14.26 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found in a west line of said "Tract 2", said point being the most easterly southeast corner of said Northport Industrial, Ltd. tract;

THENCE, North 14 degrees, 17 minutes, 07 seconds East, departing the said west line of "Tract 2" and the said east line of said Northport Industrial, Ltd. tract, a distance of 225.47 feet to the beginning of a non-tangent curve to the right and the POINT OF BEGINNING;

THENCE, in a southerly direction, with said curve to the right, having a central angle of 35 degrees, 25 minutes, 30 seconds, a radius of 510.22 feet, a chord bearing and distance of South 31 degrees, 47 minutes, 07 seconds West, 310.46 feet, an arc distance of 315.46 feet to a point corner at the end of said curve;

THENCE, South 49 degrees, 30 minutes, 20 seconds West, a distance of 98.68 feet to a point corner;

THENCE, North 85 degrees, 22 minutes, 47 seconds West, a distance of 35.28 feet to a point corner;

THENCE, North 40 degrees, 15 minutes, 54 seconds West, a distance of 84.11 feet to a point corner at the beginning of a tangent curve to the left;

THENCE, in a westerly direction, with said curve to the left, having a central angle of 49 degrees, 11 minutes, 15 seconds, a radius of 250.00 feet, a chord bearing and distance of North 64 degrees, 51 minutes, 32 seconds West, 208.09 feet, an arc distance of 214.62 feet to a point

corner at the end of said curve;

THENCE, North 89 degrees, 27 minutes, 09 seconds West, a distance of 150.72 feet to a point corner;

THENCE, North 00 degrees, 32 minutes, 57 seconds East, a distance of 327.47 feet to a point corner;

THENCE, South 89 degrees, 27 minutes, 03 seconds East, a distance of 415.81 feet to a point corner at the beginning of a non-tangent curve to the right;

THENCE, in a southerly direction, with said curve to the right, having a central angle of 17 degrees, 59 minutes, 16 seconds, a radius of 140.00 feet, a chord bearing and distance of South 28 degrees, 52 minutes, 39 seconds East, 43.77 feet, an arc distance of 43.95 feet to a point corner at the beginning of a reverse curve to the left;

THENCE, in an easterly direction, with said curve to the left, having a central angle of 62 degrees, 46 minutes, 38 seconds, a radius of 100.00 feet, a chord bearing and distance of South 51 degrees, 16 minutes, 21 seconds East, 104.17 feet, an arc distance of 109.57 feet to a point corner;

THENCE, South 82 degrees, 39 minutes, 40 seconds East, a distance of 112.23 feet to a point corner;

THENCE, South 45 degrees, 01 minutes, 41 seconds East, a distance of 48.85 feet to the POINT OF BEGINNING.

CONTAINING: 217,628 square feet or 4.996 acres of land, more or less.

Exhibit B
Map

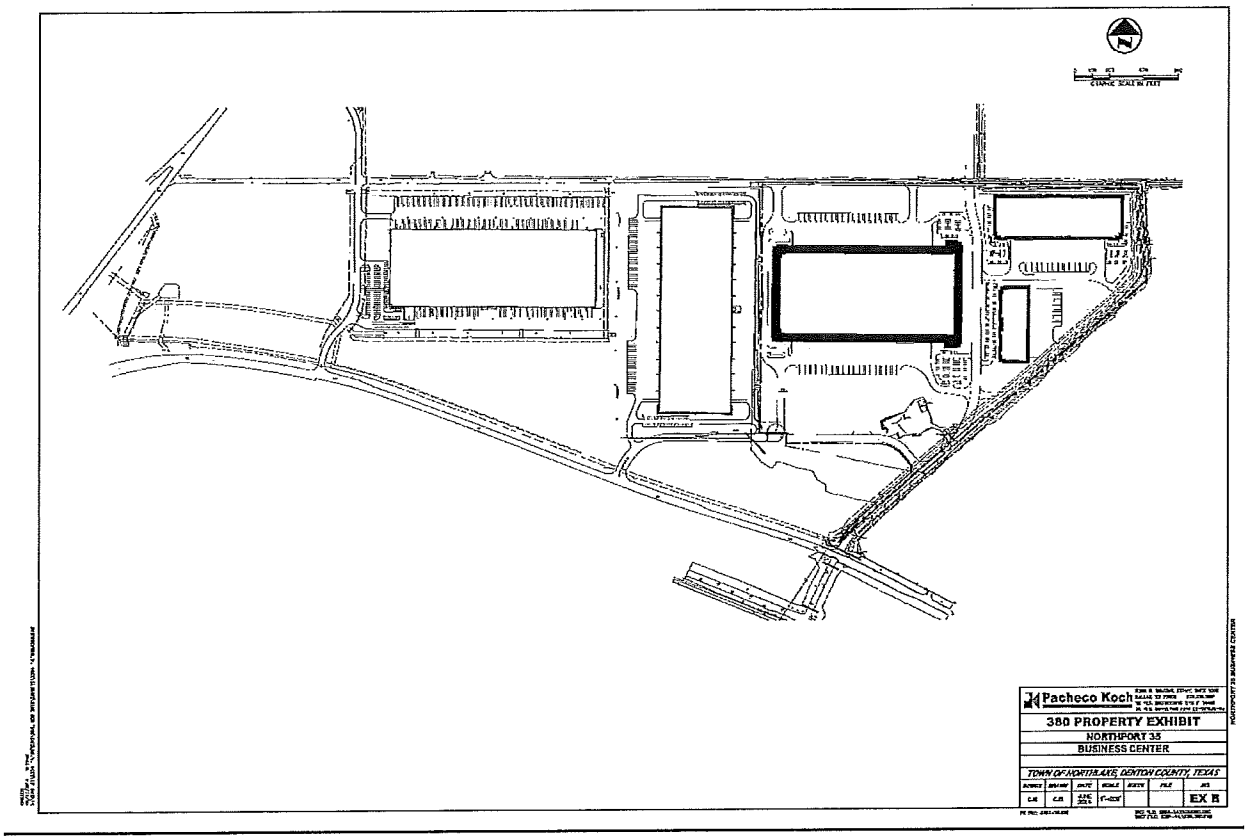


Exhibit C
Description of Improvements

Scope of work: improving a portion of a warehouse and distribution facility on approximately 65.925 acres south of Sam Lee Lane, west of Cleveland-Gibbs Road and north of future Northport Drive in Northlake, Texas. Scope will include but not be limited to:

REAL PROPERTY IMPROVEMENTS:

1. Land Improvements:
Estimated Cost.....$0

2. Building Improvements:
Estimated Cost.....$3,200,000

TOTAL REAL PROPERTY IMPROVEMENTS: $3,200,000

RESOLUTION NO. 16-02

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING AND CALLING A GENERAL MUNICIPAL ELECTION TO BE HELD ON SATURDAY, MAY 7, 2016 FOR THE PURPOSE OF ELECTING THREE COUNCIL MEMBERS TO PLACES 1, 2 & 3; AUTHORIZING THE NOTICE OF ELECTION; AUTHORIZING A JOINT ELECTION WITH OTHER DENTON COUNTY POLITICAL SUBDIVISIONS; AUTHORIZING THE TOWN ADMINISTRATOR TO ENTER INTO A CONTRACT WITH DENTON COUNTY, TEXAS FOR ELECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the general election for the Town of Northlake, as set forth by the Texas Election Code, is required to be held on May 7, 2016, at which time the voters will elect three citizens to Town Council: Places 1, 2 and 3; and

WHEREAS, in accordance with Section 271.002 of the Texas Election Code, the Town election will be conducted jointly with other political subdivisions of Denton County, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, THAT:

SECTION 1. The facts and recitations contained in the above preamble of this Resolution are hereby incorporated herein for all purposes.

SECTION 2. The Town Council hereby orders a general municipal election to be held on Saturday, the 7th day of May, 2016 for the purpose of electing three citizens to serve on the Town Council, Places 1, 2 & 3 by the qualified voters of the Town of Northlake.

SECTION 3. The election will be conducted jointly with other political subdivisions in Denton County on Saturday, May 7, 2016, pursuant to Sections 31 and 271, Texas Election Code.

SECTION 4. All election officials, including the Early Voting Clerk shall be the officials appointed to such positions by Denton County and to the extent required by law, are hereby so appointed.

SECTION 5. Early voting by personal appearance will be held jointly with other Denton County public entities at Denton County's Main Early Voting Site located at the Denton County Elections Office in Denton, Texas beginning on Monday, April 25, 2016 and continuing through Tuesday, May 3, 2016 at the times set forth below:

Denton County Elections Office, Joseph A. Carroll Building

701 Kimberly Drive Denton Texas 76208

Date	Time
Monday through Friday April 25, 2016– April 30, 2016	8:00 a.m. – 5:00 p.m.
Saturday, May 1, 2016	8:00 a.m. – 5:00 p.m.

Monday and Tuesday — 7:00 a.m. – 7:00 p.m.
May 2, 2016 – May 3, 2016

SECTION 6. Any eligible Denton County Registered Voter may cast their vote at any of the additional early voting locations. Please go to elections.dentoncounty.com for the latest early voting locations.

SECTION 7. The Denton County Election Administrator is hereby appointed to serve as the Early Voting Clerk and the Election Administrator's permanent county employees are appointed as deputy early voting clerks.

Applications for ballot by mail shall be mailed to:

Lannie Noble, Early Voting Clerk
P.O. Box 1720
Denton, TX 76202

Applications for ballots by mail must be received no later than the close of business on Tuesday, April 26, 2016.

SECTION 8. The election shall be conducted pursuant to the election laws of the State of Texas.

SECTION 9. This resolution shall be construed with any action of the Denton County Commissioners Court providing for the conduct of a joint election with other public entities as herein contemplated.

SECTION 10. The Town Administrator is hereby authorized to execute the contract for a joint election and election services with Denton County as the authorized representative of the Town.

SECTION 11. The Town Secretary is hereby authorized and directed to file, publish and/or post, in the time and manner prescribed by law, all notices required to be so filed, published and/or posted in connection with the conduct of this election.

SECTION 12. This resolution shall be effective immediately upon adoption.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, ON THIS THE 14th DAY OF JANUARY, 2016

Town of Northlake, Texas

_____
Peter Dewing, Mayor

ATTEST:

_____
Shirley Rogers, Town Secretary

TOWN OF NORTHLAKE, TEXAS
General Election Candidate Calendar for May 7, 2016

January 20	**First day to file an application for a place on the ballot** **First day for filing declaration of Write-In Candidacy**	
January 28	**Town Council Meeting**	**5:30 pm**
February 11	**Town Council Meeting**	**5:30 pm**
February 15	**Town Offices closed in observance of Presidents Day**	
February 19	**Last day to file an application for a place on the ballot** **Town Secretary's Office**	**Deadline 5:00 pm**
February 23	**Last day for a Write-In Candidate to declare candidacy** **Town Secretary's Office**	**Deadline 5:00 pm**
February 24	**Last day for candidate to withdraw candidacy** **Town Secretary's Office**	**Deadline 4:00 pm**
February 25	**Town Council Meeting**	**5:30 pm**
February 26	**Last day for write-in candidate to withdraw**	**Deadline 4:00 pm**
	Town Secretary conducts ballot position drawing **Town Secretary's Office**	**10:00 am**
March 10	**Town Council Meeting**	**5:30 pm**
March 24	**Town Council Meeting**	**5:30 pm**
March 25	**Town Offices closed in observance of Good Friday**	
April 7	**Last day for submitting voter registration application in Denton County or to request transfer of registration**	
	Due date for filing first report of campaign contributions and expenditures by opposed candidates **Town Secretary's Office**	**Deadline 4:00 pm**
April 14	**Town Council Meeting**	**5:30 pm**
April 22	**Last day for the Denton County Elections Administrator to receive application in person for a ballot to be voted by mail** **Denton County Elections Administrator**	
April 25	**First day to for early voting by personal appearance.** **Times and locations to be determined by the Denton County Elections Administrator** **Visit elections.dentoncounty.com for details**	
April 28	**Town Council Meeting**	**5:30 pm**

April 29	**Due date for filing second report of campaign contributions & expenditures**	
	Town Secretary's Office	**Deadline 4:00 pm**
May 3	**Last day for early voting by personal appearance Extended hours 7:00 am – 7:00 pm**	
May 7	**Election Day-Northlake Chamber Room**	**7:00 am – 7:00 pm**
May 12	**Official Canvass of Election Town Secretary's Office**	**5:30 pm**
May 12	**Town Council Meeting**	**5:30 pm**
May 13	**Type 'A' General Law City Council Members may take office**	
May 26	**Town Council Meeting**	**5:30 pm**
July 15	**Due date for filing semiannual report of campaign contributions & expenditures for all candidates Town Secretary's Office**	**Deadline 4:00 pm**

****

Please note: The above candidate calendar is provided as a convenience to candidates. It is a general list of deadlines and activities important to potential candidates. This calendar does not include all deadlines and activities associated with a municipal election. Please refer to the Secretary of State's Office for a complete Election Calendar.

Town Secretary's Office
Northlake Town Hall
1400 FM 407
Northlake Texas 76247
940.242.5702

Denton Co. Elections Administrator
701 Kimberly Drive
Denton Texas 76208
940.349.3200

Other informational websites:

Secretary of State
www.sos.state.tx.us

Texas Ethics Commission
www.ethics.state.tx.us

1400 FM 407
Northlake, TX 76247
940-648-3290
Fax 940-648-0363

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

CC: Karen Bolyard, Finance Director

Shirley Rogers, Town Secretary

Date: January 14, 2015

Re: Budget Amendment - Mid-year Finance Accounting Clerk Position

---

As briefed at the December 10, 2015 Council meeting, an additional accounting clerk position in Finance is necessary. During this summer's budget discussions the need for additional Finance staff was recognized but was not included in the budget due to the lack of office space in the existing buildings.

Currently, the Finance Department consists of two employees: a director and an accounting clerk. Accounts receivable, accounts payable, payroll, cash receipts and utility billing are being accomplished with only these two positions. Bank reconciliations, general ledger reconciliations, financial reporting, audit coordination and budget reporting are the responsibility of the director. The two positions are located in cubicles at the Town Hall front entrance. In order to provide office space for an additional position, the Finance Director will office in the converted storage room.

With the plat approvals for the Highlands, Prairie View Farms and Stardust Ranch, and accelerated and additional phases in Canyon Falls and Harvest, the number of new water accounts added per month have increased almost tenfold from last year. The total number of water accounts has doubled from last year causing a 92% increase in utility cash receipts. The need for back office support in Finance is warranted. With continued growth in sales tax returns, developer related permits, and commercial water sales, funds are available for the new position. In essence, the growth in activity and corresponding fees pays for the proposed position.

The accounting clerk position which will focus primarily on utility billing but serve as backup for other functions. The two existing positions will focus more on general government financial activity. The impact to the General Fund and the Utility Fund for a mid-year position (February 1 to September 30) would be $12,000 and $36,000, respectively. Per Council direction the FY 2016 budget will be amended to add another accounting clerk position and related costs.

Please contact me at 940.242.5701 if you have any questions or comments.

TOWN OF NORTHLAKE, TEXAS
ORDINANCE NO. 16-0114C

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AMENDING THE ADOPTED BUDGET FOR THE TOWN OF NORTHLAKE, TEXAS FOR THE FISCAL YEAR OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016; PROVIDING THAT EXPENDITURES FOR THE SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID AMENDED BUDGET

WHEREAS, the Town Council of the Town of Northlake, Texas has held work session and a public hearing on the budget for the Town of Northlake, Texas for the fiscal year 2015-2016; and

WHEREAS, the Town Council concluded its public hearing on said budget on August 13, 2015; and

WHEREAS, the Town Council adopted the budget on September 10, 2015 fulfilling State statutes; and

WHEREAS, the acceleration in the construction of new residential homes in planned developments and the increase of additional phases in residential developments has created the need for the addition of an Accounting Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS:

Section 1. That appropriations as designated for the payment of expenses for the operation of the Town government, hereinafter itemized by a true and correct copy of the amended General Fund budget, Water and Wastewater Fund budget and Building Services Fund budget documents hereto attached at Exhibit A, are hereby approved.

Section 2. That expenditures during the fiscal year shall be made in accordance with the budget approved by this ordinance, unless otherwise authorized by a duly enacted ordinance of the Town, said budget document being on file for public inspection in the office of the Town Secretary.

Section 3. That the necessity for making and approving a budget for the fiscal year, as required by the laws of the State of Texas, require that this Ordinance shall take effect immediately from and after its passage, as the law in such cases provides.

DULY PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas this 14th day of January, 2016.

Town of Northlake, Texas

_____
Peter Dewing, Mayor

ATTEST:

_____
Shirley Rogers, Town Secretary

Town of Northlake

GENERAL FUND

Fund: 100	FY 2013 Actual	FY 2014 Actual	FY 2015 Unaudited Actual	FY 2016 Adopted Budget	FY 2016 Proposed Amendment	FY 2016 Proposed Amended Budget
BEGINNING FUND BALANCE:	365,172	526,940	940,481	1,478,315	-	1,478,315
REVENUES:						
Court Fines	623,268	691,397	671,848	625,000		625,000
Sales/Beverage Tax	247,243	313,413	457,100	360,000		360,000
Ad Valorem Taxes	515,571	474,563	531,191	607,422		607,422
Permits and Registrations	10,177	12,232	23,529	15,550		15,550
Franchise Fees	224,394	198,913	244,696	225,000		225,000
Building Permits	45,251	160,219	468,096	386,500		386,500
Development	146,572	295,206	489,223	327,500		327,500
Transfers	175,000	175,000	175,000	175,000		175,000
Other Revenue:	33,305	96,688	97,167	74,260		74,260
Prior Year Emcumbrances						-
TOTAL REVENUE:	2,020,780	2,417,630	3,157,850	2,796,232	-	2,796,232
EXPENDITURES:						
Payroll & Benefits	1,156,937	1,233,582	1,449,115	1,721,183	10,000	1,731,183
Supplies	117,124	127,197	129,233	133,480		133,480
Maintenance	95,575	114,987	147,914	176,050		176,050
Utilities	32,042	33,549	39,001	10,200		10,200
Services	349,912	422,895	560,765	520,769		520,769
Capital Outlay	14,470	-	54,488	-		-
Transfers	69,000	67,889	239,500	223,511	2,000	225,511
Lease Purchase Debt Service	23,951	3,992	-	-		-
TOTAL EXPENDITURES:	1,859,012	2,004,090	2,620,015	2,785,193	12,000	2,797,193
REV OVER/(UNDER) EXP	161,768	413,541	537,835	11,039	(12,000)	(961)
ENDING FUND BALANCE	**526,940**	**940,481**	**1,478,315**	**1,489,354**	**(12,000)**	**1,477,354**

Town of Northlake

WATER & WASTEWATER

Fund: 200	FY 2013 Actual	FY 2014 Actual	FY 2015 Unaudited Actual	FY 2016 Adopted Budget	FY 2016 Proposed Amendment	FY 2016 Proposed Amended Budget
BEGINNING FUND BALANCE:	1,005,061	949,901	888,093	1,418,727	-	1,418,727
REVENUES:						
Water Sales	628,923	644,076	852,395	915,000		915,000
Water Fees	10,200	55,700	109,800	101,050		101,050
Sewer Sales	177,782	331,609	428,612	525,000		525,000
Sewer Fees	2,500	3,000	550	1,500		1,500
FWSD Reimbursement	-	-	-	50,000		50,000
Transfers	-	-	-	-		-
Other Revenue:	8,566	18,985	1,337,242	10,650		10,650
TOTAL REVENUE:	827,971	1,053,370	2,728,599	1,603,200	-	1,603,200
EXPENSES:						
Payroll & Benefits	133,544	143,644	187,574	257,768	30,000	287,768
Supplies	20,121	21,433	25,881	35,175		35,175
Maintenance	31,580	53,721	55,404	47,850		47,850
Wholesale Water	189,371	254,758	519,390	500,000		500,000
Sewer Treatment	231,686	372,989	286,599	400,000		400,000
Utilities	22,683	33,558	40,466	45,220		45,220
Services	97,672	101,076	178,412	61,375		61,375
Capital Outlay	24,062	-	-	84,300		84,300
Transfers	143,000	134,000	125,000	171,629	6,000	177,629
Lease Purchase Debt Service	-	-	-	-		-
TOTAL EXPENSES:	893,720	1,115,179	1,418,727	1,603,317	36,000	1,639,317
REV OVER/(UNDER) EXP	(65,749)	(61,809)	1,309,872	(117)	(36,000)	(36,117)
ENDING FUND BALANCE	939,312	888,093	2,197,965	1,418,610	(36,000)	1,382,610
Less: Net Capital Assets	(1,009,818)	(1,027,105)	(2,369,136)	(2,369,136)		(2,369,136)
Less: Customer Deposits	(39,016)	(50,866)	(87,575)	(87,575)		(87,575)
Changes to Fund Balance	1,432	-	-	-	-	-
UNRESTRICTED FUND BALANCE	**(108,090)**	**(189,878)**	**(258,747)**	**(1,038,102)**	**(36,000)**	**(1,074,102)**

Budget Requests		
Crew Leader	30,000	50000
Salary Increases	6,500	50000
Utility Billing Mail Services	2,900	54000
Gas Detector & Water Line Locator	4,500	51000
Total Budget Requests	**43,900**	
REVISED REV OVER/(UNDER) EXP	(44,017)	
REVISED ENDING FUND BAL	**1,374,710**	

Town of Northlake

BUILDING SERVICES FUND

Fund: 506	FY 2013 Actual	FY 2014 Actual	FY 2015 Unaudited Actual	FY 2016 Adopted Budget	FY 2016 Proposed Amendment	FY 2016 Proposed Amended Budget
BEGINNING FUND BALANCE:	-	-	-	25,000	-	-
REVENUES:						
Administration-GF	-	-	25,000	14,546	2,000	39,546
Town Secretary	-	-	-	6,325	-	6,325
Municipal Courts	-	-	-	18,973	-	18,973
Development	-	-	-	7,905	-	7,905
Police	-	-	-	56,919	-	56,919
Public Works	-	-	-	15,811	-	15,811
Administration-HOT	-	-	-	1,581	-	1,581
Adminstration-EDC	-	-	-	1,581	-	1,581
Administration-CDC	-	-	-	1,581	-	1,581
Administration-WS Fund	-	-	-	4,427	6,000	4,427
Utility Department	-	-	-	15,811	-	15,811
Maintenace Reserve	-	-	-	10,000	-	10,000
TOTAL REVENUE:	-	-	25,000	155,460	8,000	180,460
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	24,760	-	24,760
Maintenance	-	-	-	8,000	-	8,000
Utilities	-	-	-	30,500	-	30,500
Services	-	-	-	82,200	8,000	82,200
Capital Outlay	-	-	-	25,000	-	25,000
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	-	-	-	170,460	8,000	170,460
REV OVER/(UNDER) EXP	-	-	25,000	(15,000)	-	10,000
ENDING FUND BALANCE	-	-	25,000	10,000	-	10,000

POSITION DESCRIPTION

POSITION TITLE: ACCOUNTING CLERK

DEPARTMENT	Administration	**SALARY RANGE**	$15.87 - $21.63
REPORTS TO	Finance Director	**FLSA STATUS**	Non-Exempt
SUPERVISES	No supervisory duties	**DATE OF REVISION**	01/14/2016

The Town of Northlake is seeking an accounting clerk to join their finance team. The successful candidate will work with other accounting staff to provide accounting and financial services to both the public and internal Town departments.

POSITION FUNCTION SUMMARY: The accounting clerk is responsible for utility billing, accounts receivable and payable functions, payroll, general ledger entries, cash receipts and reconciliations. On a daily basis the accounting clerks must interact and effectively communicate with the public, vendors and Town staff members.

ESSENTIAL DUTIES AND RESPONSIBILITIES: THE STATEMENTS BELOW ARE INTENDED TO DESCRIBE THE GENERAL NATURE AND LEVEL OF WORK BEING PERFORMED BY INDIVIDUAL(S) ASSIGNED TO THIS POSITION. THEY ARE NOT INTENDED TO BE AN EXHAUSTIVE LIST OF ALL RESPONSIBILITIES, DUTIES AND SKILLS REQUIRED OF PERSONNEL SO CLASSIFIED IN THIS POSITION. THE POSITION DESCRIPTION IS SUBJECT TO CHANGE BY THE TOWN AS THE NEEDS OF THE TOWN AND REQUIREMENTS OF THE POSITION CHANGE.

- Maintain utility customer database, coordinate utility work orders with staff members, and prepare monthly customer utility bills.
- Processing of cash receipts for payments that are received in person, by mail, and electronically from banking institutions.
- Processing of accounts payables and receivables.
- General ledger journal entries and reconciliation of general ledger accounts.
- Processing of payroll including quarterly and annual reporting.
- Prepare and submit monthly and quarterly reports on financial transactions which may include balances, actual to budget comparisons and any other information necessary to support annual reports to federal and state agencies and other Town departments.
- Responsible for answering inquiries from staff, vendors, and visitors regarding accounts receivable, payables and utility billing.

- Follows all provisions of federal, state and local laws, ordinances and resolutions.
- Performs other duties and responsibilities as assigned.

CONTACT WITH OTHERS: TO PERFORM THIS POSITION SUCCESSFULLY, AN INDIVIDUAL(S) MAY BE REQUIRED TO HAVE CONTACT/COMMUNICATIONS WITH INDIVIDUALS INTERNALLY AND EXTERNALLY ON A REGULAR BASIS.

GENERAL PUBLIC/CITIZENS	Daily. Verbal exchange over telephone and in person. Written exchange through correspondence such as e-mail, letters, and memorandum.
TOWN EMPLOYEES	Daily. Verbal exchange over telephone and in person. Written exchange through correspondence such as e-mail, letters, and memorandum.
VENDORS/CONTRACTORS /REGULATORY AGENCIES	Weekly. Verbal exchange over telephone and in person. Written exchange through correspondence such as e-mail, letters, and memorandum.
TOWN CONSULTANTS	Occasional. Verbal exchange over telephone and in person. Written exchange through correspondence such as e-mail, letters, and memorandum.
APPOINTED OFFICIALS	Occasional. Verbal exchange over telephone and in person. Written exchange through correspondence such as e-mail, letters, and memorandum.
COMMUNITY ORGANIZATIONS	Occasional. Verbal exchange over telephone and in person. Written exchange through correspondence such as e-mail, letters, and memorandum.
ELECTED OFFICIALS	Occasional. Verbal exchange over telephone and in person. Written exchange through correspondence such as e-mail, letters, and memorandum.

QUALIFICATION REQUIREMENTS: TO PERFORM THIS POSITION SUCCESSFULLY, AN INDIVIDUAL(S) MUST BE ABLE TO PERFORM EACH ESSENTIAL DUTY AND RESPONSIBILITY SATISFACTORILY. THE REQUIREMENTS LISTED BELOW ARE REPRESENTATIVE OF THE KNOWLEDGE, SKILL, AND/OR ABILITY REQUIRED.

Knowledge:

- Must have basic knowledge of GAAP and GASB accounting principles, concepts and theories of accounting.
- Must understand basic cash handling procedures.
- Have a basic knowledge of techniques used to reconcile general ledger accounts.
- Must understand and be able to create, post and reconcile general ledger journal entries.

- Knowledge of accounting system and/or personal computer spreadsheet software applications as well as business math.
- Has appropriate knowledge of the rules of English grammar, spelling, and punctuation.

Skills:

- Enter customer data and journal entries accurately and in compliance with GAAP and GASB.
- Interacts professionally with the public, vendors, fellow staff members and elected officials.
- Communicates effectively both orally and in writing in order to convey accounting information for decision-making to the Finance Director.
- Communicate effectively both orally and in writing to convey information to customers, vendors and other staff members.
- Remains organized and prioritize work.
- Uses time effectively to accomplish tasks and meet expected deadlines.

Abilities:

- Ability to create and maintain spreadsheets and databases in running detailed financial reports or to extract information.
- Ability to interpret and apply policies and procedures.
- Ability to convey facts and recommendations relating to accounting policies and problems in a concise way through verbal and written communication.
- Ability to organize and maintain data records.
- Ability to be punctual and to adhere to the departmental deadlines.

EDUCATION, EXPERIENCE AND TRAINING: THE PREFERRED WAY TO OBTAIN THE MINIMUM KNOWLEDGE, SKILLS AND ABILITIES TO PERFORM THE ESSENTIAL DUTIES AND RESPONSIBILITIES OF THIS POSITION ARE LISTED BELOW. THE CITY RESERVES THE RIGHT TO ALLOW SUBSTITUTIONS IN THE EVENT THAT A CANDIDATE OR INCUMBENT EXCEEDS REQUIREMENTS IN ONE AREA BUT MAY BE DEFICIENT IN ANOTHER.

Formal Education:

- High School Diploma or GED (required)
- Associates Degree in accounting or business administration (preferred)

Relatable Work Experience:

- Prefer 3 years of experience with relevant accounting experience.
- Relevant work experience resulting in acceptable proficiency levels in the above knowledge, skill and education requirements may be substituted in lieu of specific education requirements.

Training (License and/or Certification):

- Valid Texas Drivers License

PHYSICAL DEMANDS: THE PHYSICAL DEMANDS DESCRIBED HERE ARE REPRESENTATIVE OF THOSE THAT MUST BE MET BY AN EMPLOYEE TO SUCCESSFULLY PERFORM THE ESSENTIAL FUNCTIONS OF THIS POSITION. REASONABLE ACCOMMODATIONS MAY BE MADE TO ENABLE INDIVIDUALS TO PERFORM THE ESSENTIAL FUNCTIONS.

STAND/WALK	To sort and distribute mail; to use copier (37" high).
SIT	For most tasks (desk chair 19" high, desk top high, keyboard 28" high).
TALK/LISTEN	Communicate with the public and staff in person and on the telephone.
DEXTERITY	To type, enter data, write.
CLIMB/BALANCE	To get files on top shelf of lateral filing cabinet (65" high) and supplies from top shelf of supply closet (75" high).
STOOP/CRAWL/ KNEEL/CROUCH	To obtain files and paper from lower drawers and books from shelves up to 65" high. To change toner cartridge in copier; obtain files and paper from lower drawers and shelves (paper as low as 4" from floor).
LIFT/MOVE/ PUSH/PULL	To retrieve records from off-site storage; boxes stored 3 per stack; to prepare records for off-site storage. 25/lbs. To get files on top shelf of lateral filing cabinet (65" high) and supplies from top shelf of supply closet (75" high).
VISION	Type, enter data, review, sort and distribute printed material.

WORK ENVIRONMENT: THE WORK ENVIRONMENT CHARACTERISTICS DESCRIBED HERE ARE REPRESENTATIVE OF THOSE AN EMPLOYEE ENCOUNTERS WHILE PERFORMING THE ESSENTIAL FUNCTIONS OF THIS JOB. REASONABLE ACCOMMODATIONS MAY BE MADE TO ENABLE INDIVIDUALS TO PERFORM THE ESSENTIAL FUNCTIONS.

TOWN HALL HOURS/ DAYS OF OPERATIONS	8:00 a.m. to 4:00 p.m. Monday through Friday
DESCRIPTION OF DAILY WORK ENVIRONMENT	Work area is located in a climate-controlled environment that is shielded from direct public access. Work site may be an open-design space, a cubicle, or a private office.
TRAVEL	Occasional local and regional travel required, less than 10%

1400 FM 407
Northlake, TX 76247
940-648-3290
Fax 940-648-0363

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

CC: Shirley Rogers, Town Secretary

Nathan Reddin, Development Director

Karen Bolyard, Finance Director

Date: January 14, 2016

Re: Canyon Falls Tax Increment Reinvestment Zone (TIRZ) Project and Financing Plan, Project Funding Agreement, and Board Bylaws

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At the December 10, 2015 meeting, Council held a public hearing for the creation of a tax increment reinvestment zone (TIRZ) within Canyon Falls. The TIRZ will require a portion of the Town's ad valorem tax rate ($0.0909 of the Town's $0.295) from taxes paid within the Canyon Falls development to reimburse the developer for an enhanced trail system and fund an off-ramp from I35W to Cleveland-Gibbs Road. The total project costs are estimated at $6,100,000: $4,040,000 for the trail; $1,310,000 for the off-ramp; and $750,000 for administration. The total reimbursement will be $7,968,633 which includes interest of 3.75% APR. The term of the TIRZ is 25 years.

At this same meeting, council appointed themselves as the TIRZ board. Because the Town is the only taxing entity participating in the TIRZ, the TIRZ is known as a single-entity TIRZ and the Town Council may appoint itself as the board. The Town's financial advisor recommended this due to the limited scope of projects, no participation by other taxing entities, and no debt issuance by the TIRZ.

During the January 14th council meeting, council will recess and convene as the TIRZ #1 Board of Directors where they will adopt bylaws, elect officers, designate meeting location, establish fiscal year and principal office. After these procedural actions, the board will consider the TIRZ project plan and financing plan and the project funding agreement with Newland Communities, the Canyon Falls developer.

At the meeting on the 14th, council will reconvene and consider the TIRZ project plan and financing plan and the project funding agreement as adopted by the TIRZ board. The council will also approve the TIRZ #1 bylaws. The project plan and financing plan describes the uses and sources of TIRZ tax increment revenues which has been described above. The project funding agreement describes which deliverables, as constructed by the developer, are eligible for reimbursement.

Please contact me at 940.242.5701 if you have any questions or comments.

TOWN OF NORTHLAKE, TEXAS

ORDINANCE NO. 16-0114D

BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING A PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, TOWN OF NORTHLAKE, TEXAS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, this Town Council of the Town of Northlake, has created Tax Increment Financing Reinvestment Zone Number One, Town of Northlake, Texas (the "Zone") and has established a Board of Directors for the Zone;

WHEREAS, a preliminary Project and Financing Plan (the "Preliminary Financing Plan") was prepared for the Zone;

WHEREAS, the Board of Directors of the Zone has adopted a final Project and Financing Plan for the Zone; and

WHEREAS, this Town Council has reviewed the final Project and Financing Plan approved by the Board of Directors and has found and determined that the Project and Financing Plan is feasible and conforms to the master plan of the Town, and that the projects set forth in the Plans will promote the development and redevelopment of the Zone; now, therefor

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS:

Section 1. The Town Council finds that all matters stated in the preamble of this Ordinance are true and correct and are hereby incorporated into the body of this ordinance.

Section 2. The Project and Financing Plan (attached hereto as Exhibit A), in the form and substance attached hereto and incorporated herein, is hereby approved.

Section 3. This ordinance is effective on the date of final passage by the Town Council of the Town

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS on this 14th day of January, 2016.

Town of Northlake, Texas

_____
Peter Dewing, Mayor

ATTESTED TO:

_____
Shirley Rogers, Town Secretary

EXHIBIT A

Project and Financing Plan
for
Tax Increment Financing Reinvestment Zone Number One, Town of Northlake, Texas

(see attached)

TAX INCREMENT REINVESTMENT ZONE NUMBER 1
TOWN OF NORTHLAKE, TEXAS

PROJECT AND FINANCING PLAN

Overview

Tax increment financing is an economic development tool available for an area designated by a Town as a reinvestment zone to pay for (i) public works within such zone; (ii) public improvements within such zone; (iii) programs to foster economic development within the zone, including programs created pursuant to Chapter 380, Texas Local Government Code, and (iv) costs and expenses related to the foregoing. Project Costs are eligible to be paid from (i) increased ad valorem taxes collected by the taxing units participating in the zone and (ii) increased local sales and use taxes collected by the participating taxing units within the zone and attributable to new development in the zone.

The Town is creating the reinvestment zone designated as "Reinvestment Zone Number One, Town of Northlake, Texas" (the "Zone") to promote economic development that, but for the creation of the Zone, would not otherwise occur through private development. The Zone encompasses approximately 513.743 acres generally located at east side of Cleveland Gibbs Road, approximately 1200 feet north of FM 1171, as more particularly described in Exhibit A. The plan for the Zone is to capture the incremental ad valorem tax revenue generated from the development of land within the Zone which has development potential but has remained undeveloped, vacant and under used. The incremental ad valorem tax revenue can then be applied to targeted projects that will enhance the development of the Zone and benefit the Town of Northlake (the "Town") and Denton County.

The Town has determined that development of the Zone will not occur solely through private investment in the foreseeable future. Additionally, the Town has determined that the Zone substantially impairs the growth of the Town because the Zone is predominately open and undeveloped and because of inadequate drainage and a creek and flood plain that bisects the property, lack of infrastructure and access from a major thoroughfare and other facilities that would enable or attract development or redevelopment of the area, and because of other development factors such as the need for essential public infrastructure to attract new business and commercial activity to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increases in the real property tax base for all taxing units within the Zone, increases in sales and use tax for the Town and the State of Texas, and increased job opportunities for residents of the Town, the County, and the region.

The Canyon Falls Project will be a mixed-use master planned community including commercial, office and residential development together with landscaping, parks and open space areas. The convenient location of the Project and the proposed public improvements and amenities are expected to draw residents to the Town and other visitors to the Project and stimulate the economic development and redevelopment of the Zone.

The public improvements to be funded by the Zone described in this project and financing plan will be constructed and installed in the initial phase that will commence immediately upon the creation of the Zone. As the Zone develops, additional improvements may be funded by Zone in subsequent phases.

The Zone is created pursuant to Chapter 311, Texas Tax Code for a term of 25 years (unless terminated earlier as described herein), with boundaries conforming to the legal description in Exhibit A hereto. Tax increments dedicated to the TIF Fund will be used to facilitate development of the Zone, whether by reimbursing expenses for public improvements or paying debt service on Zone Obligations issued for public improvements.

Definitions

"*Captured Appraised Value*" means the total taxable value of all real property taxable by the Town located in the Zone for each year less the Tax Increment Base.

"Construction Costs" means the costs and expenses paid or incurred as approved by the Town Administrator pursuant to an approved project funding or construction agreement in connection with the design and construction of the Trail System Improvements including, but not limited to, costs for: (i) designing, planning, constructing, acquiring, and installing the Trail System Improvements, (ii) labor, materials, and payment and performance bonds for Trail System Improvements, and (iii) architectural, engineering, and insurance premiums related to the Trail System Improvements. Construction Costs do not include cost of financing, interest on loans for construction, internal management fees, capitalized interest, reserve accounts, and costs of acquisition of easements or right-of-way.

"Interest" means 3.75% simple interest on Qualified Construction Costs that have not been reimbursed to the Developer.

"*Project Costs*" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the Town necessary for public works, public improvements, programs, or other projects benefiting the Zone, plus other costs incidental to those expenditures and obligations, all as described in the Act.

"*Qualified Construction Costs*" means Construction Costs for Trail System Improvements that have been dedicated to and accepted by the Town.

"*Tax Increment*" for a taxing unit participating in the Zone means (i) the amount of ad valorem taxes levied and assessed by the unit for that year on the captured appraised value of real property taxable by the unit and located in the Zone or (ii) the amount of ad valorem taxes levied and collected by the unit for that year on the captured appraised value of real property taxable by the unit and located in the Zone.

"*Tax Increment Base*" for a taxing unit participating in the Zone means the total taxable value of all real property taxable by the unit and located in the Zone for the tax year 2015.

"*Zone Obligations*" means bonds, notes, certificates of obligation, or any other evidence of indebtedness authorized to be issued by the Town, whether or not secured by

Set forth below is the project and financing plan for the Zone incorporating, as set forth in Section 311.011, Texas Tax Code, as amended (the "Tax Increment Financing Act"), the following elements:

1. **A detailed list describing the estimated project costs of the Zone, including administrative expenses.**

$5,350,000 in improvements and land acquisition are expected to be constructed and acquired for the Zone. A detailed list of improvements is found in Section 2.

Annual administrative expenses of the Zone are estimated at $30,000 per year.

Operation, repair and maintenance costs of the trail system and park and recreational facilities described below.

2. **A statement listing the kind, number and location of all proposed public works or public improvements in the Zone.**

The proposed public improvements in the Zone fall into the following general categories:

a. Trail System and Park and Recreational Facilities
b. Street and Road Improvements.

The estimated costs of each item and a brief description of each project follow:

Trail System and Park and Recreational Facilities	Amount/Funding Source
As Described Below	$ 4,040,245/Zone

The trail system and park and recreational facilities are expected to include pedestrian bridge crossing and trailhead parking; playgrounds, splash pads and outdoor classrooms; pet parks and workout stations and restrooms; lighting, signage and emergency phones.

The costs of the trail system and park and recreational facilities are project costs of the Zone. NASH Canyon Falls, LLC ("Developer") will construct the trail system and park and recreational facilities and will be reimbursed from tax increments as described in Section 6, below.

In consideration of the proximity of the trail system and recreational facilities to the properties within the Zone, and in consideration of funds provided by the Developer for the trail system and recreational facilities, the trail system and recreational facilities funded by the Zone will provide an equivalent benefit to the Zone.

Project costs of the Zone will include operation, repair and maintenance costs of the trail system and park and recreational facilities as needed.

Street and Road Improvements	Amount/Funding Source
Interstate 35W Off Ramp at Cleveland-Gibbs Road	$1,310,255/Zone

The costs of the street and road improvements, including right-of-way acquisition, are project costs of the Zone. The improvements are expected to be constructed by the Texas Department of Transportation ("TexDOT") and the City expects to pay TexDOT for the costs of construction.

It is expected that initially the property within the Zone will be predominantly served by the street and road improvements. If development occurs that will be served by the street and road improvements, traffic flows will be analyzed and the costs of the street and road improvements will be proportioned accordingly, in which event this Project and Financing Plan will be amended to reflect the proportionate benefits and costs.

3. **A map showing existing uses and conditions of real property in the Zone and a map showing proposed improvements to and proposed uses of the property.**

The maps showing the proposed improvements proposed uses of the property are included as part of this Plan with each map showing different improvements to be carried out as part of the project. The content of the maps are as follows:

Map	1 of 4	Existing uses and conditions of real property in the Zone
Map	2 of 4	Boundaries of the Zone
Map	3 of 4	Trail System Concept Plan
Map	4 of 4	I35W Off Ramp

4. **An economic feasibility study.**

An economic feasibility analysis is attached as Exhibit B. The adoption and approval of this Project and Financing Plan by the Town Council constitutes a finding by the Town Council that this Project and Financing Plan is feasible.

5. **The estimated amount of bonded indebtedness to be incurred.**

The Town Council may determine to issue debt obligations to fund its payments to TexDOT for the treet and road improvements. The total principal amount that would be issued for the street and road project construction and acquisition costs is estimated at $1,310,000 with an additional estimated $50,000 in issuance costs.

6. **The time when related costs or monetary obligations are to be incurred.**

Administrative costs will incur upon creation of the Zone.

Construction of the street and road improvements is expected to commence in 2018 and be completed in 2020.

Construction and installation of the trail system and park and recreational facilities is expected to commence in 2016 and be constructed in phases as the Zone develops.

Operation, repair and maintenance costs will be incurred as needed.

7. **A description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from ad valorem taxes of each taxing unit on real property in the Zone.**

The project costs described above, as well as any debt service on obligations issued to fund said costs and any debt issued to refund said obligations, shall be project costs of the Zone, and will be paid from ad valorem tax increment revenues derived from the real property within the Zone.

The Town of Northlake's participation in the payment of Project Costs will be an annual amount equal to the ad valorem tax revenues actually collected in the Zone from a $0.0909 tax rate ("TIRZ Revenue"). No other taxing units are expected to participate in the Zone.

TIRZ Revenues will be applied in the following order of priority:

A. Annual Administrative Expenses. Each year the Board of Directors of the Zone will prepare a budget for the administration of the Zone and submit the budget to the Town Council for approval.

B. Operation, Repair and Maintenance Costs of the Trail System and Park and Recreational Facilities. It is anticipated that a property owners association ("POA") will repair and maintain the trail system and park and recreational facilities. In the event that the POA does not provide for or fund such repair and maintenance, the Board of Directors of the Zone may prepare a budget for the payment of such costs and submit the budget to the Town Council for approval.

C. Debt Service on Obligations Issued to Fund the Street and Road Improvements.

D. Reimbursement to the Town for any funds, other than as provided through the issuance of debt obligations described in 3, above, provided by the Town for the payment of project costs for the trail system and park and recreational facilities and/or street and road improvements.

E. Reimbursement to the Developer for Qualified Construction Costs.

The Town may establish one or more public improvement districts within the Zone to fund certain public improvements in the Zone and related maintenance costs, as determined by the Board and the Town. Assessments levied against owners of property within the public improvements district will be used as the source of funding for such expenses. The assessment

revenues will not be used as a source of funding for the construction and installation of the Zone projects.

The Board of Directors of the Zone, subject to the approval of the Town Council, may establish and provide for the administration of one or more Chapter 380 programs that the Board of Directors determines are necessary or convenient to implement and achieve the purposes of this Project and Financing Plan, which programs are for the public purposes of developing and diversifying the economy of the Zone and developing business and commercial activity within the Zone.

The purposes of a program may include: (i) to acquire, construct, install and equip infrastructure and other improvements that will encourage and promote the development of the Zone; (ii) to provide land, buildings and other improvements for lease, sale or other means authorized by law to public and private entities in connection with the development of the Zone; (iii) to accept contributions, gifts or other resources pursuant to Section 380.001 of the Local Government Code, for the purpose of developing and administering the Program; (iv) to make grants or loans of public money under Section 380.002 of the Local Government Code, provided that each such grant promotes (a) development and diversification of the economy of the State; (b) elimination of unemployment or underemployment in the state; or (c) development or expansion of commerce in the state; (v) to provide matching funds under Section 380.003 of the Local Government Code for a federal program that requires local matching funds from a state agency to the extent state agencies that are eligible decline to participate or do not fully participate in the Program; (v) to generate funds to fund the purposes of the Program through the establishment of public-private partnerships, contracts with private or public entities or obtaining grants, or other sources of funds available for development within the Zone.

A program may be funded through (i) the Town's annual budget process utilizing any legally available source of funds, (ii) funds described in the preceding paragraph, and (iii) any legal indebtedness as authorized by State law and the Town Charter.

8. **The current total appraised value of the taxable real property in the Zone.**

The total appraised value of the taxable real property in the Zone as of January 1, 2015, was $4,168,456 and is currently estimated to be $15,000,000.

9. **The estimated captured appraised value of the Zone during each year of its existence.**

The estimated value of the Zone assumes a conservative annual growth in the appraised value of 1.5% through estimated build-out of the Zone. No annual growth is assumed after build-out.

A conservative approach was taken in estimating the captured appraised value of real property in the Zone. The captured appraised value in the Zone is based on the construction cost of the initial private development projects. As additional development occurs in the Zone, the tax increment revenue from the increased captured appraised value will be available to fund additional projects in the Zone. Set forth in Exhibit C are the estimates of the captured appraised value for the duration of the Zone.

10. **The duration of the Zone.**

The Zone was created on December 10, 2015. The termination of the Zone is established as either December 31, 2040, or the date when all project costs are paid and all debt is retired, whichever comes first.

11. **Proposed changes of zoning ordinances, the master plan of the municipality, building codes and other municipal ordinances.**

At this time, the Town does not foresee any changes to zoning ordinances, the master plan, building codes or other municipal ordinances as a result of the creation of the Zone.

12. **A list of estimated non-project costs.**

Non-project costs within the Zone are those development costs not paid by the Zone.

Non-Project Related Costs

Developer –

Streets	$22,672,000
Wastewater Infrastructure	$7,285,000
Water Infrastructure	$9,332,000
Drainage	$10,284,000
Trail System	$649,616

13. **A statement of a method of relocating persons to be displaced as a result of implementing the Zone.**

There are no persons that are expected to be displaced as a result of implementing this project and financing plan.

EXHIBIT A

Town of Northlake, Texas

Proposed Tax Increment Reinvestment Zone No. 1
Property Description and Acreage

(See attached)

Total Acreage in TIRZ: Approximately 513.743 acres

EXHIBIT 'A'

Property Legal Description

PARCEL 1
BEING a tract of land situated in the M.E.P. & P.R.R. SURVEY, Abstract No. 913, F. THORNTON SURVEY, Abstract No. 1244, J. WILBURN SURVEY, Abstract No. 1416 and the W, LOVE SURVEY, Abstract No 728 and being a portion of a tract of land described in a deed to WS-DCF, LLC as recorded in Clerk's File No. 2012-82463 of the Real Property Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a capped 1/2 inch iron rod found at the most northwesterly corner of a tract of land conveyed to Mark Wayne Judge, and wife Mary Abb Judge as recorded in Volume 4144, Page 2082 of the Deed Records of Denton County, Texas, said iron rod being in the easterly line of a tract of land described in a deed to Frances McLendon Ewing as recorded in Volume 1552, Page 949 of the Deed Records of Denton County, Texas;

THENCE departing the northerly line of said Judge tract and along the easterly line of said Ewing tract North 00 degrees 11 minutes 50 seconds West along a barb wire fence a distance of 1952.92 feet to a point for corner, said point being the most southeasterly corner of a tract of land described in a deed to D.W. Coin, and wife Christine Coin as recorded in Volume 543, Page 552 of the Deed Records of Denton County, Texas;

THENCE along a barb wire fence South 89 degrees 47 minutes 00 seconds West a distance of 1915.00 feet to a point for corner, said point being the most southwesterly corner of a tract of land described in a deed to D.W. Coin, and wife Christine Coin as recorded in Volume 543, Page 552 of the Deed Records of Denton County, Texas;

THENCE South 00 degrees 10 minutes 41 seconds East a distance of 309.79 feet to a point for corner, said point being the most southeasterly corner of a tract of land described in a deed to Earl Bates, and wife Linda Bates as recorded in Volume 4511, Page 1091 of the Deed Records of Denton County, Texas;

THENCE South 89 degrees 41 minutes 51 seconds West a distance of 1014.76 feet to a point being the approximate centerline of CLEVELAND-GIBBS ROAD, said point being the most southwesterly corner of a tract of land described in a deed to Earl Bates, and wife Linda Bates as recorded in Volume 4511, Page 1091 of the Deed Records of Denton County, Texas

THENCE along the approximate centerline of as CLEVELAND-GIBBS ROAD as follows:

North 00 degrees 50 minutes 38 seconds West a distance of 2661.41 feet to a 1/2 inch iron rod found with a red plastic cap stamped "W.A.L." for corner;

North 13 degrees 52 minutes 34 seconds West a distance of 622.96 feet to a Pk. Nail set in asphalt pavement for corner, said point being set in the southeasterly right of way of INTERSTATE 35W (variable width right of way);

THENCE departing the approximate centerline of said CLEVELAND-GIBBS ROAD and along the southeasterly right of way line of said INTERSTATE 35W as follows:

North 76 degrees 38 minutes 20 seconds East a distance of 17.12 feet to a TXDOT Concrete Monument found for corner;

North 07 degrees 07 minutes 32 seconds East a distance of 75.37 feet to a 1/2 inch iron rod found with a red plastic cap stamped "W.A.I." for corner;

North 14 degrees 35 minutes 00 seconds West a distance of 160.00 feet to a TXDOT Concrete Monument found for corner;

North 21 degrees 16 minutes 22 seconds West a distance of 217.85 feet to a point for corner in a tree;

South 89 degrees 50 minutes 59 seconds West a distance of 16.77 feet to a 1/2 inch iron rod found for corner;

North 19 degrees 53 minutes 02 seconds West a distance of 6.25 feet to a TXDOT Concrete Monument found for corner;

North 89 degrees 18 minutes 04 seconds West a distance of 57.52 feet to a TXDOT Concrete Monument found for corner;

North 65 degrees 41 minutes 08 seconds West a distance of 136.61 feet to a TXDOT Concrete Monument found for corner;

North 21 degrees 50 minutes 31 seconds West passing through a TXDOT Concrete Monument at a distance of 248.70 feet continuing in all a distance of 528.90 feet to a TXDOT Concrete Monument found for corner;

North 23 degrees 23 minutes 04 seconds East a distance of 743.70 feet to a broken TXDOT Concrete Monument found for corner;

THENCE departing the southeasterly Right of way line of said INTERSTATE 35W and the boundary of said WS-DCF tract, South 65 degrees 00 minutes 44 seconds East a distance of 53.75 feet to a point;

THENCE South 79 degrees 52 minutes 55 seconds East a distance of 79.02 feet to a point;

THENCE South 36 degrees 04 minutes 13 seconds East a distance of 57.79 feet to a point;

THENCE South 49 degrees 13 minutes 18 seconds East a distance of 75.64 feet to a point;

THENCE South 33 degrees 16 minutes 34 seconds East a distance of 129.42 feet to a point;

THENCE South 47 degrees 32 minutes 46 seconds East a distance of 148.50 feet to a point;

THENCE North 52 degrees 22 minutes 49 seconds East a distance of 122.04 feet to a point;

THENCE South 57 degrees 39 minutes 05 seconds East a distance of 175.61 feet to a point;

THENCE South 65 degrees 17 minutes 02 seconds East a distance of 102.00 feet to a point;

THENCE South 65 degrees 52 minutes 50 seconds East a distance of 137.84 feet to a point;

THENCE South 25 degrees 30 minutes 44 seconds East a distance of 21.57 feet to a point;

THENCE South 75 degrees 56 minutes 40 seconds East a distance of 190.64 feet to a point;

THENCE South 06 degrees 00 minutes 35 seconds East a distance of 106.22 feet to a point;

THENCE South 51 degrees 55 minutes 01 seconds East a distance of 86.44 feet to a point;

THENCE South 38 degrees 09 minutes 57 seconds West a distance of 70.06 feet to a point;

THENCE South 48 degrees 39 minutes 12 seconds East a distance of 223.88 feet to a point;

THENCE South 50 degrees 06 minutes 11 seconds West a distance of 120.96 feet to a point;

THENCE South 43 degrees 24 minutes 51 seconds East a distance of 105.51 feet to a point;

THENCE North 70 degrees 23 minutes 39 seconds East a distance of 85.98 feet to a point;

THENCE South 72 degrees 26 minutes 07 seconds East a distance of 194.40 feet to a point;

THENCE South 26 degrees 04 minutes 56 seconds East a distance of 66.32 feet to a point;

THENCE North 76 degrees 45 minutes 20 seconds East a distance of 95.93 feet to a point;

THENCE South 21 degrees 01 minutes 34 seconds East a distance of 76.45 feet to a point;

THENCE North 74 degrees 58 minutes 21 seconds East a distance of 72.63 feet to a point;

THENCE South 15 degrees 09 minutes 21 seconds West a distance of 40.94 feet to a point;

THENCE South 69 degrees 04 minutes 56 seconds East a distance of 56.47 feet to a point;

THENCE South 0 degrees 18 minutes 54 seconds East a distance of 10.99 feet to a point;

THENCE North 89 degrees 41 minutes 06 seconds East a distance of 3557.42 feet to a point;

THENCE South 00 degrees 11 minutes 32 seconds East a distance of 3470.57 feet to a fence post found for a corner of said WS-DCF tract, being the northwest corner of a tract of land described in deed to La Estancia Investments LP LLC as recorded in Clerk's File No. 2008-137045 of the Real Property Records of Denton County, Texas;

THENCE along the west line of said La Estancia tract South 00 degrees 09 minutes 38 seconds East a distance of 1233.16 feet to a point;

THENCE departing the west line of said La Estancia Investments LP tract South 89 degrees 56 minutes 55 seconds West 1195.75 feet to a point;

THENCE South 09 degrees 22 minutes 38 seconds West a distance of 1186.29 feet to a point lying in the northerly right-of-way of F .M. 1171;

THENCE South 85 degrees 42 minutes 31 seconds West a distance of 4.69 feet to a point lying in the northerly right-of-way of F .M. 1171;

North 70 degrees 03 minutes 52 seconds West a distance of 300.55 feet to a 1/2 inch iron rod set for corner in the easterly line of said Judge tract;

THENCE along the easterly line of said Judge tract as follows:

> North 01 degrees 36 minutes 39 seconds West a distance of 193.42 feet to a capped 1/2 inch iron rod found for corner;
> North 06 degrees 39 minutes 53 seconds West a distance of 225.22 feet to a capped 1/2 inch iron rod found for the most northeasterly corner of said Judge tract;

THENCE along the northerly line of said Judge tract North 89 degrees 53 minutes 09 seconds West a distance of 313.03 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 504.01 acres or (21,954,637 square feet) of land more or less.

PARCEL 2

BEING a tract of land situated in the W. LOVE SURVEY, Abstract No. 728 and being a portion of a tract of land conveyed as to WS-DCF, LLC as recorded in Clerk's File No. 2012-82463 of the Real Property Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found at the intersection of the common line of a tract of land conveyed as Frances McLendon Ewing as recorded in Volume 1552, Page 949 (DRDCT) and the said WS-DCF, LLC tract and the southerly Right-of-Way line of F.M. 1171 (a variable width Right-of-Way);

THENCE along the southerly Right-of-Way line of said F.M. 1171 as follows;

South 70 degrees 26 minutes 57 seconds East a distance of 566.97 feet to a wood TXDOT monument found for corner;
South 30 degrees 14 minutes 30 seconds East a distance of 104.77 feet to a wood TXDOT monument found for corner;
South 72 degrees 20 minutes 40 seconds East passing through a wood TXDOT monument found at a distance of 145.00 feet and passing through a wood TXDOT monument found at a distance of 253.46 feet continuing in all a distance of 481.12 feet to a wood TXDOT monument found for corner;
North 76 degrees 49 minutes 52 seconds East a distance of 137.79 feet to a wood TXDOT monument found for corner;
South 72 degrees 30 minutes 25 seconds East a distance of 593.69 feet to a 1/2 inch iron rod found for corner, said point being found in the northerly line of said Ewing tract;

THENCE along the northerly line of said Ewing tract and along a barb wire fence as follows;
North 89 deg 52 min 19 sec West a distance of 1739.14 feet to a wood fence post found for corner;
North 00 deg 40 min 21 sec West a distance of 577.16 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 10.287 acres or 448,116 square feet of land more or less.

EXHIBIT B

Town of Northlake, Texas

Proposed Tax Increment Reinvestment Zone No. 1
Economic Feasibility Analysis

A	B	C	D	E	F	G	H
Category	Qty	Estimated Paper Lot UNIT Value	Estimated Finished Lot UNIT Value	Estimated Completed Home/Comm. UNIT Value	Estimated TOTAL Paper Lots Value	Estimated TOTAL Finished Lots Value	Estimated TOTAL Completed Homes/Comm. Value
50' Value Developed Lots	257	$27,300	$54,600	$273,000	$ 7,016,100	$ 14,032,200	$ 70,161,000
50' Value Paper Lots	220	$27,300	$54,600	$273,000	6,006,000	12,012,000	60,060,000
50' Amenity	99	$27,300	$54,600	$273,000	2,702,700	5,405,400	27,027,000
60' Value Developed Lots	140	$33,000	$66,000	$330,000	4,620,000	9,240,000	46,200,000
60' Value Paper Lots	145	$33,000	$66,000	$330,000	4,785,000	9,570,000	47,850,000
60' Amenity	22	$33,000	$66,000	$330,000	726,000	1,452,000	7,260,000
70' Value Developed Lots	48	$40,000	$80,000	$400,000	1,920,000	3,840,000	19,200,000
70' Value Paper Lots	16	$40,000	$80,000	$400,000	640,000	1,280,000	6,400,000
70' Amenity	44	$40,000	$80,000	$400,000	1,760,000	3,520,000	17,600,000
80' Value Developed Lots	14	$48,800	$97,600	$488,000	683,200	1,366,400	6,832,000
80' Value Paper Lots	30	$48,800	$97,600	$488,000	1,464,000	2,928,000	14,640,000
	1,035				$ 32,323,000	$ 64,646,000	$ 323,230,000
North Lake MU 2	136,866 sq ft	$10.45	$20.91	$104.53	$ 1,430,620	$ 2,861,241	$ 14,306,204
North Lake MU 1	89,646 sq ft	$10.45	$20.91	$104.53	937,052	1,874,104	9,370,518
North Lake MU 9	232,698 sq ft	$10.45	$20.91	$104.53	2,432,328	4,864,656	24,323,278
	459,210 sq ft				$ 4,800,000	$ 9,600,000	$ 48,000,000
North Lake MF 1	499 units	$6,613	$13,226	$66,132	$ 3,300,000	$ 6,600,000	$ 33,000,000

SINGLE FAMILY (50' / 60' / 70' / 80' Lots)

Weighted Average Projected Paper Lot Value	$31,230
Weighted Average Projected Lot Taxable Value	$62,460
Weighted Average Projected Home Taxable Value	$312,300

Commercial Tracts (MU 2, MU 1, MU 9)

Weighted Average Projected Paper Tract Value	$10.45
Weighted Average Projected Finished Tract Taxable Value	$20.91
Weighted Average Projected Completed Taxable Value	$104.53

NOTES:
Input Data as provided by the Developer as of August 10, 2015. Avg. Lot and Home Prices calculated at the projected project life values.
Home Prices projected to start at $273,000 - $488,000.
1 acre = 43,560 sq. ft.
Commercial Tracts assume an average of 20% floor to area.
Developer believes the estimated value for MF 1 to $5 mm .
The acreage might be used for a multi-familiy development or it might be converted into lots for homes.

A	B	C	D	E	F	G	H	I	J	K	L	M
								TIRZ Cash Flow Reimbursement Scenario				
Tax Year	TIRZ Year	Property Taxes Due 31-Jan	*Estimated* TOTAL Taxable Value	Town's Ad Valorem Tax Revenue at $0.2950 Current Tax Rate	Town's Tax Rate TIRZ Participation *$0.0909*	*Cumulative Town's Tax Rate TIRZ Participation*	*Present Value of TIRZ Rev at 3.75% Discount Rate* [1]	*TIRZ Admin Expenses*	Project Funds Required[2]	TOTAL Reimbursement Gross Payments[3]	*Cumulative Reimbursement Gross Payments* [3]	Year Ending TIRZ Fund Liability[4]
2016	1	2017	$ 70,747,283	$ 208,704	$ 64,328	$ 64,328	$ 62,003	$ 30,000	$ 557,287	$ 34,328	$ 34,328	$ (522,958)
2017	2	2018	112,065,462	330,593	101,898	166,226	94,665	30,000	1,039,981	71,898	106,226	(1,510,653)
2018	3	2019	154,735,963	456,471	140,697	306,923	125,985	30,000	1,060,780	110,697	216,923	(2,517,386)
2019	4	2020	211,831,175	624,902	192,611	499,534	166,238	30,000	548,178	162,611	379,534	(2,997,355)
2020	5	2021	309,275,825	912,364	281,215	780,749	233,936	30,000	834,019	251,215	630,749	(3,692,559)
2021	6	2022	363,170,573	1,071,353	330,220	1,110,969	264,773	30,000	-	300,220	930,969	(3,530,811)
2022	7	2023	397,666,963	1,173,118	361,586	1,472,555	279,444	30,000	-	331,586	1,262,555	(3,331,630)
2023	8	2024	429,219,540	1,266,198	390,276	1,862,831	290,715	30,000	-	360,276	1,622,831	(3,096,290)
2024	9	2025	445,184,469	1,313,294	404,792	2,267,623	290,629	30,000	-	374,792	1,997,623	(2,837,609)
2025	10	2026	456,837,946	1,347,672	415,388	2,683,012	287,457	30,000	-	385,388	2,383,012	(2,558,630)
2026	11	2027	456,837,946	1,347,672	415,388	3,098,400	277,067	30,000	-	385,388	2,768,400	(2,269,191)
2027	12	2028	456,837,946	1,347,672	415,388	3,513,789	267,053	30,000	-	385,388	3,153,789	(1,968,897)
2028	13	2029	456,837,946	1,347,672	415,388	3,929,177	257,400	30,000	-	385,388	3,539,177	(1,657,342)
2029	14	2030	456,837,946	1,347,672	415,388	4,344,566	248,097	30,000	-	385,388	3,924,566	(1,334,104)
2030	15	2031	456,837,946	1,347,672	415,388	4,759,954	239,129	30,000	-	385,388	4,309,954	(998,744)
2031	16	2032	456,837,946	1,347,672	415,388	5,175,343	230,486	30,000	-	385,388	4,695,343	(650,808)
2032	17	2033	456,837,946	1,347,672	415,388	5,590,731	222,155	30,000	-	385,388	5,080,731	(289,825)
2033	18	2034	456,837,946	1,347,672	415,388	6,006,119	214,126	30,000	-	300,694	5,381,425	-
2034	19	2035	456,837,946	1,347,672	415,388	6,421,508	206,386	30,000	-	-	-	-
2035	20	2036	456,837,946	1,347,672	415,388	6,836,896	198,926	30,000	-	-	-	-
2036	21	2037	456,837,946	1,347,672	415,388	7,252,285	191,736	30,000	-	-	-	-
2037	22	2038	456,837,946	1,347,672	415,388	7,667,673	184,806	30,000	-	-	-	-
2038	23	2039	456,837,946	1,347,672	415,388	8,083,062	178,126	30,000	-	-	-	-
2039	24	2040	456,837,946	1,347,672	415,388	8,498,450	171,688	30,000	-	-	-	-
2040	25	2041	456,837,946	1,347,672	415,388	8,913,839	165,482	30,000	-	-	-	-
				$ 28,919,748	$ 8,913,839		$ 5,348,511	$ 750,000	$ 4,040,245	$ 5,381,425		

(1) 3.75% present value discount rate represents the estimated cost of funds for the Town of Northlake. Calculation is used to derive the Town's tax rate participation.

(2) The Project Funds Required are as provided by the developer.

(3) NOT DISCOUNTED.

(4) TIRZ Fund liabilities (funds advanced by the developer) accrue simple interest at the 3.75% Town's discount rate. Year end laibilities are calculated as follows: prior year liability (funds advanced by the developer) plus 3.75% interest, plus new project funds required, less net TIRZ cash flow first applied to the payment of interest and then to the outstanding balance of funds advanced by the developer.

EXHIBIT C

Town of Northlake, Texas

Proposed Tax Increment Reinvestment Zone No. 1
Captured Appraised Value

Captured Appraised Value

A	B	C	D	E	F	G	H	I	J	K
			SINGLE FAMILY			*MULTI-FAMILY*		*COMMERCIAL*		*Estimated* TOTAL
Tax Year	TIRZ Year	Property Taxes Due 31-Jan	Land Value	Lot Value	Completed Home Value	Land Value	Completed Value	Land Value	Completed Value	Taxable Incremental Value
2016		2017	$ 22,610,485	$ 14,272,088	$ 25,764,710	$ 3,300,000	$ -	$ 4,800,000	$ -	$ 70,747,283
2017	2	2018	18,321,676	14,834,852	70,687,434	3,349,500	-	4,872,000	-	112,065,462
2018	3	2019	11,582,596	20,591,281	114,217,263	3,399,743	-	4,945,080	-	154,735,963
2019	4	2020	7,804,900	19,463,265	162,629,296	3,450,739	-	3,523,287	14,959,688	211,831,175
2020	5	2021	7,921,973	9,877,607	214,456,771	-	35,024,997	994,553	40,999,924	309,275,825
2021	6	2022	2,994,274	11,337,869	261,578,426	-	35,550,372	-	51,709,632	363,170,572
2022	7	2023	-	10,756,677	299,650,282	-	35,550,372	-	51,709,632	397,666,963
2023	8	2024	-	4,193,909	337,765,627	-	35,550,372	-	51,709,632	429,219,540
2024	9	2025	-	1,547,934	356,376,531	-	35,550,372	-	51,709,632	445,184,468
2025	10	2026	-	-	369,577,942	-	35,550,372	-	51,709,632	456,837,946
2026	11	2027	-	-	369,577,942	-	35,550,372	-	51,709,632	456,837,946
2027	12	2028	-	-	369,577,942	-	35,550,372	-	51,709,632	456,837,946
2028	13	2029	-	-	369,577,942	-	35,550,372	-	51,709,632	456,837,946
2029	14	2030	-	-	369,577,942	-	35,550,372	-	51,709,632	456,837,946
2030	15	2031	-	-	369,577,942	-	35,550,372	-	51,709,632	456,837,946
2031	16	2032	-	-	369,577,942	-	35,550,372	-	51,709,632	456,837,946
2032	17	2033	-	-	369,577,942	-	35,550,372	-	51,709,632	456,837,946
2033	18	2034	-	-	369,577,942	-	35,550,372	-	51,709,632	456,837,946
2034	19	2035	-	-	369,577,942	-	35,550,372	-	51,709,632	456,837,946
2035	20	2036	-	-	369,577,942	-	35,550,372	-	51,709,632	456,837,946
2036	21	2037	-	-	369,577,942	-	35,550,372	-	51,709,632	456,837,946
2037	22	2038	-	-	369,577,942	-	35,550,372	-	51,709,632	456,837,946
2038	23	2039	-	-	369,577,942	-	35,550,372	-	51,709,632	456,837,946
2039	24	2040	-	-	369,577,942	-	35,550,372	-	51,709,632	456,837,946
2040	25	2041	-	-	369,577,942	-	35,550,372	-	51,709,632	456,837,946

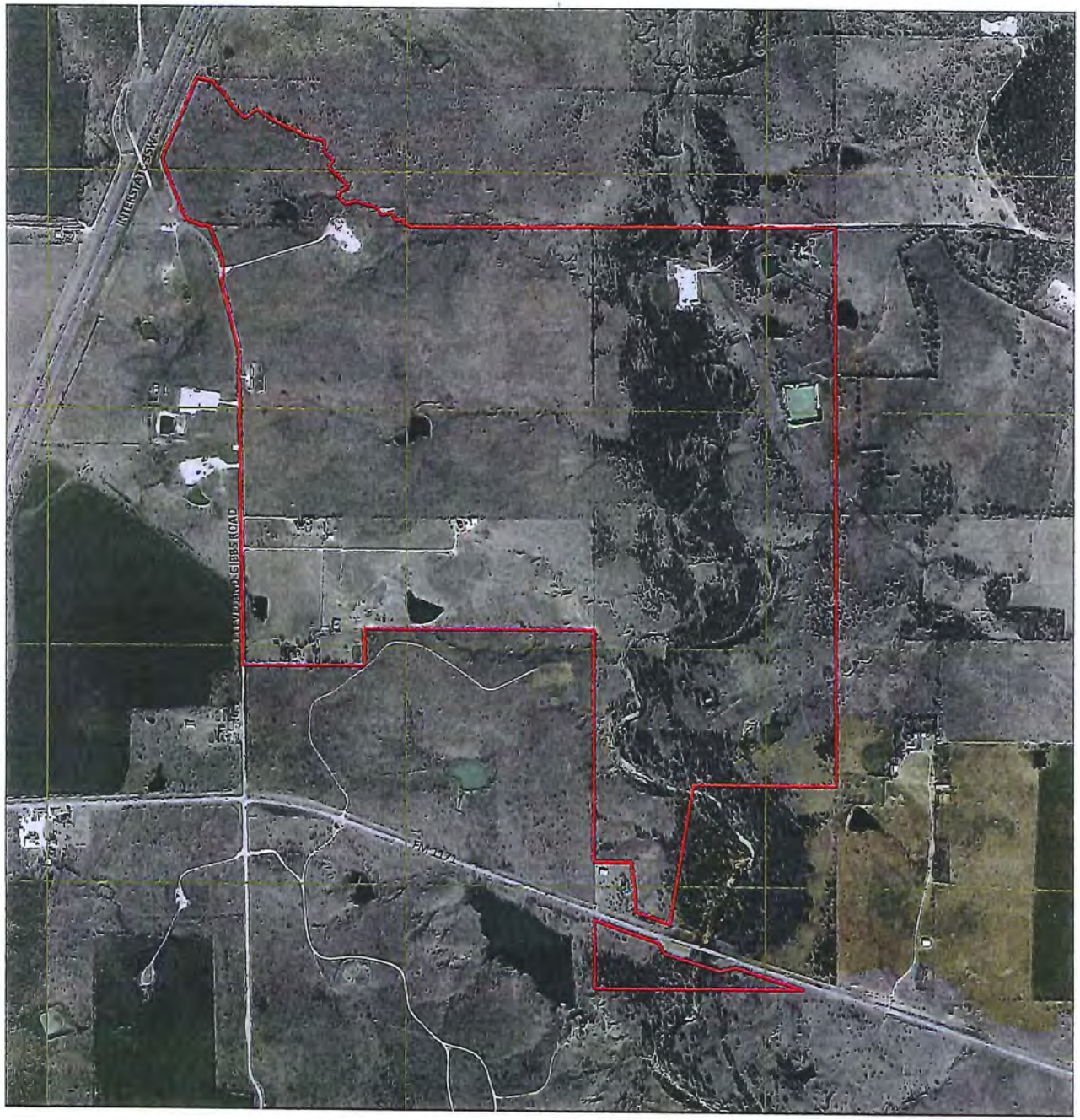
NOTES:

Taxable Values assume 1.5% annual inflation through buildout per project component, subject to change.

Projection is as provided by the Canyon Falls WCID developer. For illustration purposes only.

MAPS

Map	1 of 4	Existing uses and conditions of real property in the Zone
Map	2 of 4	Boundaries of the Zone
Map	3 of 4	Trail System Concept Plan
Map	4 of 4	I35W Off Ramp



400 200 0 400 800
SCALE 1" = 400'

TIRZ BOUNDARY MAP

CANYON FALLS

TOWN OF NORTHLAKE
DENTON COUNTY, TEXAS

08 December 2015

J. VOLK consulting
830 Central Parkway East, Suite 300
Plano, Texas 75074
972.201.3100 Texas Registration No. F-11962

400 200 0 400 800

SCALE 1" = 400'

TOWN LIMIT LINE

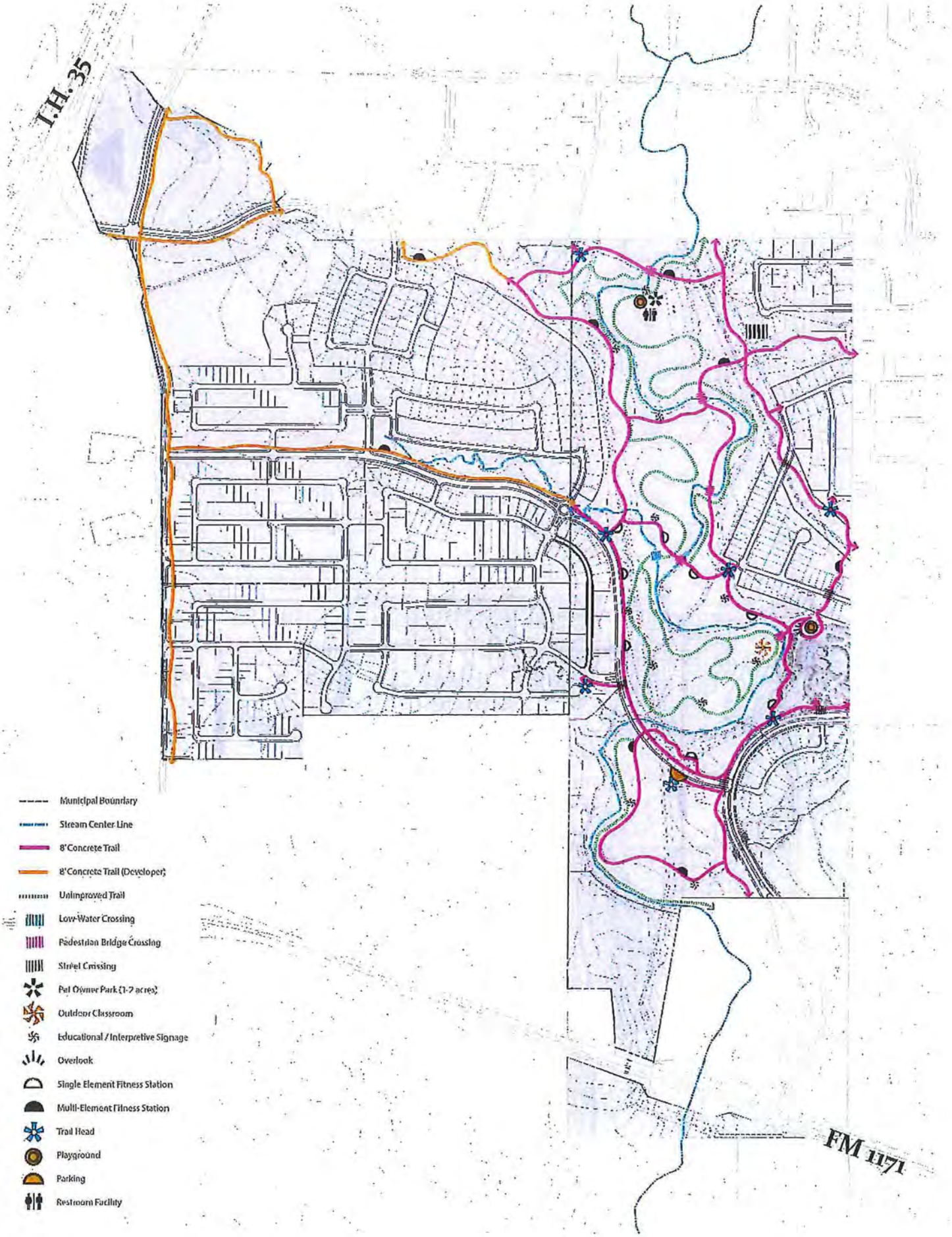
SINGLE FAMILY VILLAGE MAP

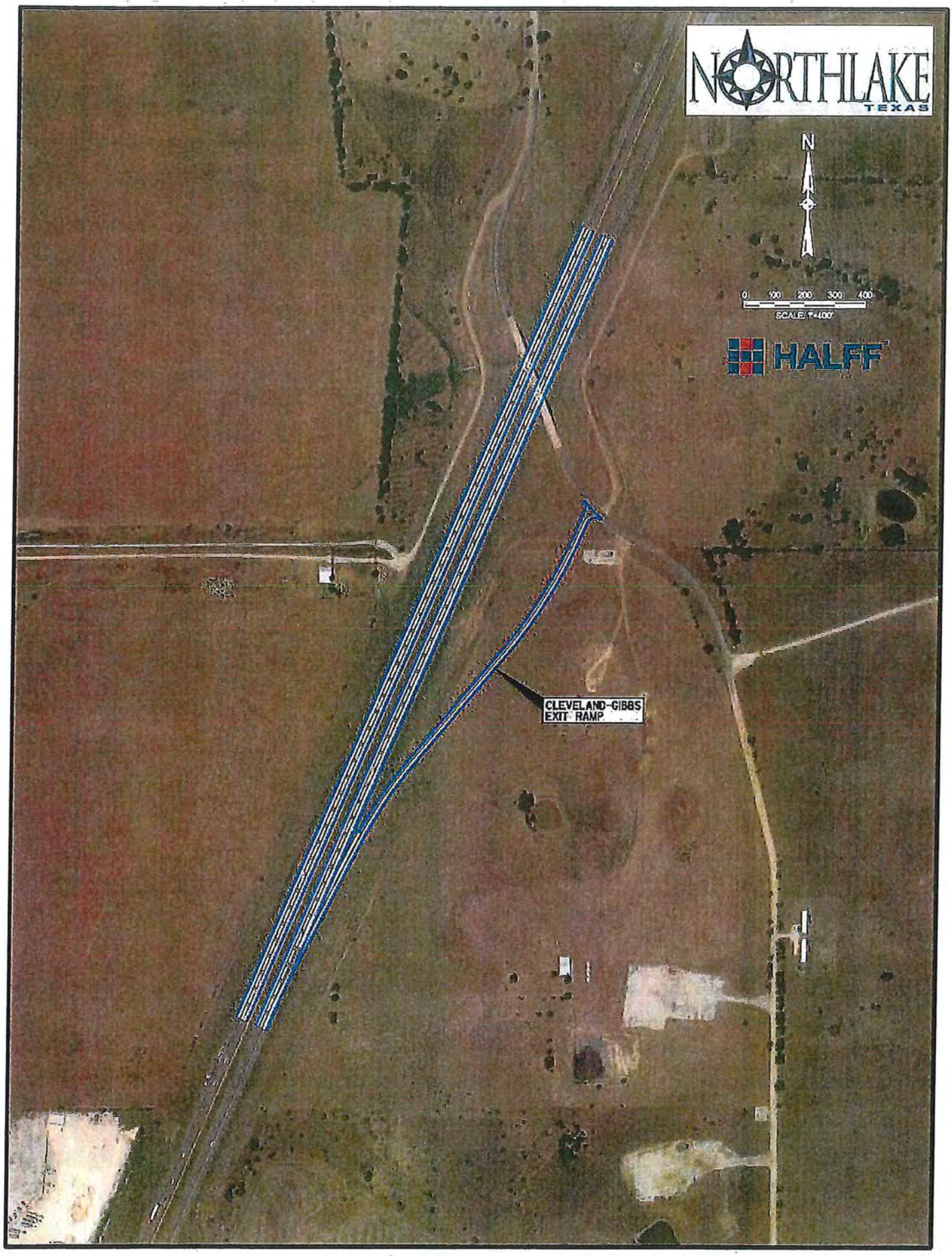
CANYON FALLS

TOWN OF NORTHLAKE
DENTON COUNTY, TEXAS

07 October 2015

J. VOLK consulting
830 Central Parkway East, Suite 300
Plano, TX 75074
972.201.3100 Texas Registration No. F-11362


I.H. 35
FM 1171
Municipal Boundary
Stream Center Line
8' Concrete Trail
8' Concrete Trail (Developer)
Unimproved Trail
Low-Water Crossing
Pedestrian Bridge Crossing
Street Crossing
Pet Owner Park (1-2 acres)
Outdoor Classroom
Educational / Interpretive Signage
Overlook
Single Element Fitness Station
Multi-Element Fitness Station
Trail Head
Playground
Parking
Restroom Facility


NORTHLAKE
TEXAS
N
0 100 200 300 400
SCALE: 1"=400'
HALFF
CLEVELAND-GIBBS
EXIT RAMP

TOWN OF NORTHLAKE, TEXAS

RESOLUTION NO. 16-03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING A PROJECT FUNDING AGREEMENT FOR TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, TOWN OF NORTHLAKE, TEXAS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on December 10, 2015, the Town Council of the Town Of Northlake, Texas (the "Town") approved the creation of Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas (the "Zone");

WHEREAS, a Project and Financing Plan for the Zone has been approved by the Town Council;

WHEREAS, Texas Tax Code Section 311.010, as amended, authorizes the Town and the Board of Directors to enter into agreements as the Town Council and Board of Directors consider necessary or convenient to implement the Project and Financing Plan and achieve its purposes

WHEREAS, there has been presented to this Town Council a Project Funding Agreement for Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas (the "Project Agreement"); and

WHEREAS, this Town Council has reviewed the Project Agreement and has found and determined that the installation and construction of the projects set forth in the Project Agreement will provide infrastructure and facilities that will enhance and promote the development and redevelopment of the Zone and will enhance property values in the Zone, and that the method of financing the installation and construction of the projects as set forth in the Project Agreement is necessary and feasible to implement the Project and Financing Plan and to achieve its purposes.

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

Section 1. This Town Council finds that all matters stated in the preamble of this resolution are true and correct and are incorporated into the body of this resolution.

Section 2. The Project Funding Agreement for Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas (attached hereto as Exhibit A) in the form and substance attached hereto and incorporated herein, is hereby approved.

Section 3. This resolution is effective on the date of final passage by the Town Council of the Town.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS on this 14th day of January, 2016.

Town of Northlake, Texas

Peter Dewing, Mayor

ATTESTED TO:

Shirley Rogers, Town Secretary

EXHIBIT A

Project Funding Agreement
for
Tax Increment Financing Reinvestment Zone Number One, Town of Northlake, Texas

(see attached)

PROJECT FUNDING AGREEMENT FOR TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, TOWN OF NORTHLAKE, TEXAS

This Project Funding Agreement for Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas (this "Agreement") is executed between the Town of Northlake, Texas (the "Town"), the Board of Directors of Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas (the "Board") and NASH Canyon Falls, LLC (the "Developer") to be effective _____ ___, 2016 (individually referred to as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, capitalized terms used in this Agreement shall have the meanings given to them in this Agreement;

WHEREAS, on December 10, 2015, the Town Council passed and approved an ordinance authorizing the creation of Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas (the "Act") pursuant to Chapter 311, Texas Tax Code, as amended (the "Act"), and appointed a Board of Directors for the Zone;

WHEREAS, on January 14, 2016, the Town Council and the Board each approved a Project and Financing Plan for the Zone to designate and provide for tax increment financing of specified projects to promote the development and redevelopment of property within the Zone;

WHEREAS, the Town and the Developer have authorized, executed and delivered the Third Amended and Restated Facilities Agreement (the "Facilities Agreement") relating to the development of property within the Zone;

WHEREAS, the Project and Financing Plan identifies certain projects that will promote the development and redevelopment of the Zone, including the trail system and park and recreational facilities to be installed and constructed by the Developer, as further described in Exhibit A Attached hereto (the "Projects");

WHEREAS, Section 311.010 of the Act authorize the Town and the Board of Directors to enter into agreements as the Town Council and Board of Directors consider necessary or convenient to implement the Project and Financing Plan and achieve its purposes; and

WHEREAS, the Parties intend that the Developer will cause the design, construction, and installation of the Projects to occur at Developer's cost, and that the Developer may recover its costs of the Projects from and to the extent of the Available Tax Increment Revenues ; and

WHEREAS, in order to facilitate the installation and construction of the Projects the Town and Board of Directors have determined to enter into this Agreement for the Developer to install and construct the Projects and to be reimbursed for Qualified Construction Costs (hereinafter defined) as hereinafter provided.

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

Section 1. Incorporation of Recitals. The recitals in the "WHEREAS" clauses of this Agreement are true and correct and are incorporated as part of this Agreement for all purposes.

Section 2. Definitions

"Available Tax Increment Revenues" means the annual amount of Tax Increment Revenues less (1) the annual amount budgeted by the Town for the administration of the Zone, (2) the annual amount budgeted by the Town for operation, repair and maintenance Costs of the Trail System and Park and Recreational Facilities, (3) annual debt service on any obligations issued or incurred by the Town to fund the Street and Road Improvements described in the Project and Financing Plan, and (4) reimbursement to the Town for any funds, other than as provided through the issuance of debt obligations described in (3), above, provided by the Town for the payment of project costs for the Trail System and Park and Recreational Facilities and/or Street and Road Improvements

"Captured Appraised Value" means the total taxable value of all real property taxable by the Town located in the Zone for each year less the Tax Increment Base.

"Construction Costs" means the costs and expenses paid or incurred as approved by the Town Administrator pursuant to an approved project funding or construction agreement in connection with the design and construction of the Trail System Improvements including, but not limited to, costs for: (i) designing, planning, constructing, acquiring, and installing the Trail System Improvements, (ii) labor, materials, and payment and performance bonds for Trail System Improvements, and (iii) architectural, engineering, and insurance premiums related to the Trail System Improvements. Construction Costs do not include cost of financing, interest on loans for construction, internal management fees, capitalized interest, reserve accounts, and costs of acquisition of easements or right-of-way.

"Qualified Construction Costs" means Construction Costs for the Projects that have been dedicated to and accepted by the Town.

"Tax Increment Revenues" means an annual amount equal to the ad valorem tax revenues actually collected in the Zone on the Captured Appraised Value from a $0.0909 tax rate.

"Tax Increment Base" means the total taxable value of all real property taxable by the unit and located in the Zone for the tax year 2015.

Section 3. Payment of Project Costs. (a) Strictly subject to the terms, conditions, and requirements and solely from the Available Tax Increment Revenues herein provided, the Town agrees to pay to the Developer, and Developer shall be entitled to receive from the Town until December 31, 2041 (the "Maturity Date"), the amount equal to the lesser of (1) actual Qualified Construction Costs or (2) 4,040,245 (the "Reimbursement Amount"). The unpaid Reimbursement Amount shall bear simple interest at the per annum rate of 3.75%, provided that the aggregate total of the Reimbursement Amount and interest thereon to be paid pursuant to this Agreement shall not exceed $5,381,425.

Section 4. Non-recourse Obligation. (a) Payment for Project Costs to be paid by the Town pursuant to this Agreement will be paid or provided for solely from Available Tax Increment Revenues (hereinafter defined) as and to the extent provided in this Agreement. This Agreement does not give rise to a charge against the general credit or taxing powers of

the Town or any other taxing unit. This Agreement does not create a debt or other obligation of the Town payable from any source of revenues, taxes, income or properties of the Town, other than the Available Tax Increment Revenues as and to the extent provided in this Agreement, and does not give rise to any obligation of the Town to issue or incur any special or general obligation debt to pay Project Costs or to pay any other costs. The Developer and its affiliates, successors and assigns shall not have the right to demand payment for any Project Cost or other expenditures out of any funds of the Town other than the Available Tax Increment Revenues as and to the extent provided in this Agreement regardless of whether any portion of the Reimbursement Amount or the interest thereon remains unpaid at Maturity.

(b) Notwithstanding its collection efforts, if the Town fail to receive Available Tax Increment Revenues in an amount to pay all of the Reimbursement Amount and the interest thereon, such failure shall not constitute a Failure or Default by the Town under this Agreement or the Facilities Agreement. If any portion of the Reimbursement Amount and the interest thereon remains unpaid at Maturity.

(c) If on the Maturity Date and after application of all Available Tax Increment Revenues collected by the Town, any portion of the Reimbursement Amount and interest thereon remains unpaid, such unpaid balance shall be canceled and for all purposes this Project Agreement shall be deemed to have conclusively and irrevocably PAID IN FULL and such unpaid balance shall no longer be deemed to be payable.

Section 4. Conveyance of Projects. (a) The Projects shall be designed to comply with applicable governmental laws, ordinances, rules and regulations "Governing Regulations"), and no construction or installation of the Projects shall begin until plans and specifications have been approved by the Town (which approvals shall not be unreasonably withheld or delayed). The Projects shall be constructed and installed in compliance with the Governing Regulations and applicable plans and specifications therefor and shall be inspected to determine compliance.

(b) Prior to the conveyance and dedication of the Projects, or any portion thereof, to the Town, the Town shall conduct a review to confirm that the work with respect to such Projects was completed in accordance with the Governing Regulations and applicable plans and specifications therefor and with the terms of this Agreement, and to verify and approve the actual costs of such Projects.

(c) Upon approval by the Town and as a condition to the acceptance of any of the Projects by the Town, the Developer shall deliver to the Town any and all documents necessary to vest in the Town all right, title, and interest in and to such improvements, free and clear of all liens, leasehold interests, and encumbrances, including without limitation affidavits of lien waivers.

(d) The Developer agrees to provide to the Town and the Administrator all invoices, bills of sale and other documentation reasonably requested to evidence the actual costs of the Projects.

(e) Unless otherwise agreed to by the Town, the Developer shall obtain and file, and provide to the Town, a maintenance bond for the Projects with a term of at least two (2) years from the

date of acceptance of the improvements by the Town in form and issued by surety companies satisfactory to the Town or as otherwise required by law with respect to the improvements; provided a maintenance bond may provide coverage for one or more of the Project improvements.

(f) The Developer acknowledges that any liens incurred with respect to the Projects shall be solely the responsibility of the Developer or any authorized assignee of the Developer and shall be released and eliminated prior to conveyance of the Projects to the Town. Such limitation shall not prohibit the Developer from granting a lien on any property within the Zone, other than the Projects and the property on which the Projects are located, that is owned by the Developer.

(g) The Developer, and any assigns or successors interest, shall ensure and provide free and uninhibited access by the Town and the public to the Projects.

(h) Developer shall be solely responsible for the costs of the Projects that exceeds the total amount of Available Tax Increment Revenues.

Section 5. No Waiver. Nothing in this Agreement is intended to constitute a waiver by the Town of any remedy the Town may otherwise have outside this Agreement against any person or entity involved in the design, construction, or installation of the Phase 1B Improvements.

Section 6. Governing Law; Venue. This Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of a dispute involving this Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Denton County, Texas.

Section 7 Notices. Any notice required or contemplated by this Agreement shall be deemed given at the addresses shown below: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the Unites States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

To the Board of Directors:

Board of Directors, Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas
Attn: Chairman
1400 FM 407
Northlake, Texas 76247

To the Town:

Attn: Town Secretary
P.O. Box 729
Northlake, Texas 76247
E-mail: townsecretary@town.northlake.tx.us
FAX: (940) 648-0363

With a copy to: Attn: Ashley D. Dierker
Taylor, Olson, Adkins, Sralla & Elam LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107
E-mail: adierker@toase.com
FAX: (817) 332-4740

To the Owner: Attn: Brian Cramer
NASH Canyon Falls, LLC
c/o Newland Real Estate Group, LLC
4835 LBJ Freeway, Suite 475
Dallas, TX 75244
E-mail: bcramer@newlandco.com

With a copy to: Attn: Walter F. Nelson
Newland Real Estate Group, LLC
10940 W. Sam Houston Pkwy. North, Suite 300
Houston, Texas 77064
E-mail: tnelson@newlandco.com
FAX: (713) 575-9001

With a copy to: Attn: Douglas L. Hageman
Newland Real Estate Group, LLC
4790 Eastgate Mall, Suite 150
San Diego, California 92121
E-mail: dhageman@newlandco.com
FAX: (858) 455-6142

With a copy to: Attn: Tommy Mann
Winstead PC
2728 N. Harwood St.
Dallas, Texas 75201
E-mail: tmann@winstead.com
FAX: (214) 745-5390

Section 8. Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Agreement shall remain in full force and effect.

Section 9. Failure; Default; Remedies. (a) If either Party fails to perform an obligation imposed on such Party by this Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period

shall be extended for an additional 30 day period so long as the non-performing Party is diligently pursuing a cure. Any Transferee shall have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Agreement unless the Transferee agrees to be bound.

(b) If the Developer is in Default, the Town shall have available all remedies at law or in equity. No Default by the Developer, however, shall: (1) affect the obligations of the Town to use the Net Phase 1B Bond Proceeds and the Phase 1B Project Fund as provided in this Agreement; or (2) entitle the Town to terminate this Agreement.

(c) If the Town is in Default, the Developer's sole and exclusive remedies shall be limited to mandamus relief to compel actions required to be taken by the Town under this Agreement but in no event shall the Developer have any other recourse of any kind against the Town or its officers, officials, employees or representatives; provided however, that no Default by the Town shall entitle the Developer to terminate this Agreement. In no event shall the Developer be entitled to recovery of attorney's fees or costs against the Town, even were the Developer to prevail in any litigation arising hereunder.

Section 10. Remedies Outside the Agreement. Nothing in this Agreement constitutes a waiver by the Town of any remedy the Town may have outside this Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction, or installation of the Projects. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the Zone. Nothing herein shall be construed as affecting the Town's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, or subdivision requirements relating to the development property in the Zone.

Section 11. Failure to Enforce Not a Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

Section 12. No Waiver of Powers or Immunity. The Town shall not be deemed to waive any defenses or immunities, whether sovereign, governmental, legislative, qualified or otherwise, all such defenses and immunities being expressly retained.

Section 13. No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the Town and the Developer any rights, remedies, or claims under or by reason of this Agreement, and all covenants, conditions, promises, and agreements in this Agreement shall be for the sole and exclusive benefit of the Town and the Developer.

Section 14. Amendments. This Agreement may be amended only by written agreement of the Parties.

Section 15. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 16. Transfers. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the Town, the Developer's right, title, or interest under this Agreement including, but not limited to, any right, title, or interest of the Developer in and to the Available Tax Incerment Revenues (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, however, no Transfer shall relieve Developer of any obligations to the Town under this Agreement and no Transfer shall be effective until written notice of the Transfer is given to the Town, including for each Transferee the notice information required by this Agreement. The Town may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of the Transfer. Developer waives all rights or claims against the Town for any such funds provided to a third party as a result of a Transfer for which the Town has received notice, and the Developer's sole remedy shall be to seek the funds directly from the third party.

IN WITNESS WHEREOF, the Parties have caused this Project Agreement to be executed as of _____ __, 2016.

TOWN OF NORTHLAKE, TEXAS:

By: _____

Mayor

Date: _____ __, 2016

BOARD OF DIRECTORS,
TAX INCREMENT REINVESTMENT ZONENUMBER ONE,
TOWN OF NORTHLAKE, TEXAS:

By: _____

Chairman

Date: _____ __, 2016

NASH CANYON FALLS, LLC

a Texas _____

By: _____

a Texas _____

By: _____

Name: _____

Date: _____ __, 2016

TOWN OF NORTHLAKE, TEXAS

RESOLUTION NO. 16-04

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING BYLAWS OF TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, TOWN OF NORTHLAKE, TEXAS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on December 10, 2015, the Town Council of the Town Of Northlake, Texas (the "Town") approved the creation of Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas (the "Zone") appointed the members of the Board of Directors of the Zone;

WHEREAS, the Board of Directors held its organizational meeting and approved bylaws for the Board of Directors of the Zone, subject to approval of the bylaws by this Town Council; and

WHEREAS, this Town Council has reviewed the proposed bylaws and determined that such bylaws should be approved.

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

Section 1. The Town Council finds that all matters stated in the preamble of this resolution are true and correct and are incorporated into the body of this resolution.

Section 2. The Bylaws of Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas (attached hereto as Exhibit A) in the form and substance attached hereto and incorporated herein, are hereby approved and effective as of the date stated therein.

Section 3. This resolution is effective on the date of final passage by the Town Council of the Town.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS on this 14th day of January, 2016.

Town of Northlake, Texas

_____

Peter Dewing, Mayor

ATTESTED TO:

_____

Shirley Rogers, Town Secretary

EXHIBIT A

Bylaws of
Tax Increment Financing Reinvestment Zone Number One
Town of Northlake, Texas

(see attached)

BYLAWS OF
TAX INCREMENT REINVESTMENT ZONE NUMBER ONE,
TOWN OF NORTHLAKE, TEXAS

ARTICLE I

PURPOSE AND POWERS

Section 1. Development or Redevelopment in the Zone. In order to promote the development and redevelopment of a certain area within its jurisdiction the Town of Northlake, Texas (the "Town") has authorized the creation of Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas (the "Zone"), as authorized by the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the "Act"), and pursuant to the Act has established a Board of Directors for the Zone ("Board of Directors" or "Board").

Section 2. Powers. The property and affairs of the Zone shall be managed and controlled by the Town Council based on the recommendations of the Board of Directors, subject to the restrictions imposed by law, the ordinance creating the Zone, and these Bylaws. It is the intention of the Town Council that the Board of Directors shall function in an advisory capacity with respect to the Zone except with respect to such powers that are granted to the Board pursuant to the Act or are delegated to the Board by the Town Council.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Powers, Number and Term of Office. As set forth in the ordinance creating the Zone, the Board of Directors shall consist of six directors, all of whom shall be appointed by the Town Council of the Town.

In the event of a vacancy caused by the resignation, death or removal, for any reason, of a director, the Town Council shall be responsible for filling the vacancy.

Section 2. Meetings of Directors. The directors may hold their meetings at such locations as the Board of Directors may from time to time determine.

Section 3. Regular Meetings. Regular Meetings of the Board of Directors shall be held at such times and places as shall be designated from time to time, by the Board of Directors. Notice of all regular and emergency meetings of the Board and any committees thereof shall be conducted and posted in accordance with the provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551.001 et seq. There shall be at least one Regular Meeting held each year in the month of August. The Board may vote to hold the annual Regular Meeting on another date within 90 days of the end of the same fiscal year.

Section 4. Emergency Meetings. Emergency Meetings of the Board of Directors shall be held whenever called by the Chairman, by the Secretary, by a majority of the directors then in office or upon advice of or request by the Town Council.

The Secretary shall give notice to each director of each Emergency Meeting in person, or by courier, facsimile, telephone or electronic communication, at least 24 hours before the meeting. Notice of all Emergency Meetings shall state the purpose which shall be the only business conducted.

Section 5. Quorum. A majority of the directors holding current appointments shall constitute a quorum for the consideration of matters pertaining to the purposes of the Zone. The act of the majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, unless the act of a greater number is required by law.

Section 6. Conduct of Business. At the meetings of the Board of Directors, matters pertaining to the purposes of the Zone shall be considered in such order as from time to time the Board of Directors may determine.

At all meetings of the Board of Directors, the Chairman shall preside and in the absence of the Chairman, the Vice Chairman shall exercise the power of the Chairman. If the Chairman and Vice Chairman are both absent, the directors present at the meeting may designate a director to preside at the meeting.

The Secretary of the Board of Directors shall act as Secretary of all meetings of the Board of Directors, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting. Town staff shall provide notice of meetings and prepare meeting agendas.

Within fifteen business days following each Regular and Emergency Meeting, a copy of the minutes of the meeting shall be submitted to the Town Secretary of the Town.

Section 7. Compensation of Directors. Directors as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder.

Section 8. Attendees. Board Members shall make every effort to attend all Regular and Emergency Meetings of the Board and/or Committees. The Town Council may replace a Town appointee of the Board for non-attendance.

Section 9. Books and Records: Approval of Programs and Financial Statements. The Board of Directors shall keep correct and complete books and records of account and shall also keep minutes of its proceedings and the proceedings of committees having any of the authority of the Board of Directors. All books and records of the Zone may be inspected by any director or his agent or attorney for any proper purpose at any reasonable time; and at all times the Town Council and the Town Administrator will have access to the books and records of the Zone. The Town Council must approve all programs and expenditures for the Zone and annually review any financial statements of the Zone.

Section 10. Annual Budget. At least ninety (90) days prior to the commencement of each fiscal year of the Board, the Board shall adopt a proposed budget of expected revenues and proposed expenditures for the administration of the Zone for next ensuing fiscal year. The budget

shall not be effective until the same has been approved by the City Council. The budget may be amended by the Board subject to approval of the City Council.

ARTICLE III

OFFICERS

Section 1. Titles and Term of Office. The officers of the Board of Directors shall consist of a Chairman, a Vice Chairman, a Secretary, and such other officers as the Board of Directors may from time to time elect or appoint; provided, however, that the Town Council shall, on an annual basis, appoint the Chairman in accordance with the Act. One person may hold more than one office, except that the Chairman shall not hold the office of Secretary. Terms of office for officers, other than the Chairman, shall not exceed two years. A Board member may be reappointed for a subsequent term.

All officers, other than the Chairman, shall be subject to removal from office, with or without cause, at any time by a vote of a majority of the entire Board of Directors.

A vacancy in the office of any officer, other than the Chairman, shall be filled by a vote of a majority of the directors.

Section 2. Powers and Duties of the Chairman. The Chairman shall be the chief executive officer of the Board of Directors and, subject to the approval of the Town Council, he/she shall be in general charge of the properties and affairs of the Zone and shall preside at all meetings of the Board of Directors.

Section 3. Vice Chairman. The Vice Chairman shall be a member of the Board of Directors, shall have such powers and duties as may be assigned to him by the Board of and shall exercise the powers of the Chairman during that officer's absence or inability to act. Any action taken by the Vice Chairman in the performance of the duties of the Chairman shall be conclusive evidence of the absence or inability to act of the Chairman at the time such action was taken.

Section 4. Secretary. (a) The Secretary shall keep the minutes of all meetings of the Board of Directors in books provided for the purpose, he/she shall have charge of such books, records, documents and instruments as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection, and he/she shall in general perform all duties incident to the office of Secretary subject to the control of the Town Council and the Board of Directors.

(b) The Board of Directors may appoint one or more persons to serve as an Assistant Secretary, which person may, but need not be, a Director. The Assistant Secretary may perform any duty required of or granted to the Secretary in these Bylaws and/or in any resolution or order approved by the Board.

Section 5. Compensation of Officers. Officers as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder.

Section 6. Staff. Staff functions for the Board of Directors may be performed by the Town Administrator and persons designated by the Town Administrator.

ARTICLE IV

PROVISIONS REGARDING BYLAWS

Section 1. Effective Date. These Bylaws shall become effective upon the adoption of these Bylaws by the Board of Directors. The adoption of these Bylaws must be approved by the Town Council by the Town Council, which approval shall, unless specified otherwise, affirm such effective date.

Section 2. Amendments to Bylaws. These Bylaws may be amended by majority vote of the Board of Directors, provided that the Board of Directors files with the Town Council a written application requesting that the Town Council approve such amendment to the Bylaws, specifying in such application the amendment or amendments proposed to be made. If the Town Council by appropriate resolution finds and determines that it is advisable that the proposed amendment be made, authorizes the same to be made and approves the form of the proposed amendment, the Board of Directors shall proceed to amend the Bylaws.

These Bylaws may also be amended at any time by the Town Council by adopting an amendment to the Bylaws by resolution of the Town Council and delivering the Bylaws to the Secretary of the Board of Directors.

Section 3. Interpretation of Bylaws. These Bylaws and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

ARTICLE V

GENERAL PROVISIONS

Section 1. Notice and Waiver of Notice. Whenever any notice whatsoever is required to be given under the provision of these Bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled hereto at his post office address, as it appears on the books of the Zone, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purposes of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A waiver of notice in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 2. Resignations. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the Town Council. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 3. Approval or Delegation of Power by the Town Council. To the extent that these Bylaws refer to any approval by the Town, such approval of delegation shall be evidenced by official action of the Town Council.

TOWN OF NORTHLAKE

7. TIRZ No. 1 Board Meeting

TOWN OF NORTHLAKE

8. Executive Session

The Town Council may enter into Executive Session during the meeting to seek legal advice from its attorney on any posted agenda item, or to discuss any item that is authorized by the Texas Open Meetings Act to be discussed in closed session including:

a) In accordance with Texas Government Code, Section 551.071, consultation with attorney regarding pending or contemplated litigation or a settlement offer involving-Town of Northlake vs City of Justin

TOWN OF NORTHLAKE

9. Adjournment