

ORDINANCE 2022-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ANNEXING BURLESON CROSSING EAST, FOR 12.95 ACRES OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, LOCATED EAST OF EDWARD BURLESON LANE AND NORTH OF STATE HIGHWAY 71, AS SHOWN IN EXHIBIT A, PROVIDING FOR FINDINGS OF FACT, ADOPTION, ESTABLISHING ZONING AND CHARACTER DISTRICT, REPEALER, SEVERABILITY, FILING AND ENFORCEMENT; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Bastrop, Texas (City) is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, on or about November 8, 2021, the applicant, on behalf of the Erhard Legacy Partners, submitted a request for voluntary annexation of the property in the area described in Exhibit "A" (the "property"), which is attached hereto and incorporated herein for all purposes; and,

WHEREAS, City Council has entered into a written agreement with the owners of land in the area for the provision of services in the area; and,

WHEREAS, in accordance with Texas Local Government Code Chapter 43 Subchapter C-3, public notice was given, and a public hearing was held before the City Council regarding the requested annexation; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the base zoning district is established per Section 2.3.003 "Zoning Upon Annexation" as P2, Place Type 2 Rural, the Character District established will extend Cattleman's Character District; and,

WHEREAS, after consideration of public input received at the hearing, the information provided by the petitioners, and all other information presented, City Council finds it necessary and proper to enact this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS THAT:

Section 1: The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

Section 2: The property in the area described in Exhibit “A”, which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Bastrop, Texas, and is made an integral part, hereof. The official map and boundaries of the City are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City’s extraterritorial jurisdiction resulting from such annexation.

A service plan prepared in accordance with applicable provisions of state law pertaining to annexation is attached hereto as Exhibit “B” and incorporated herein for all intents and purposes. The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City and are hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

Section 3: The base zoning district established is P2 Rural and the Character District established is Cattleman’s.

Section 4: All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 5: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

Section 6: The City Secretary is hereby instructed to include this Ordinance in the records of the City and to have maps prepared depicting the new municipal boundaries and extraterritorial jurisdiction. The City Secretary is hereby instructed to file a certified copy of this Ordinance and the updated maps with the Bastrop County Clerk.

Section 7: The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance. Nothing in this ordinance shall be construed as a waiver of the City’s right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

Section 8: This Ordinance shall be effective immediately upon passage and publication.

Section 9: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ & APPROVED on First Reading on this the 24th day of May, 2022.


READ & ADOPTED on the Second Reading on this the 14th day of June, 2022.

APPROVED:




Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



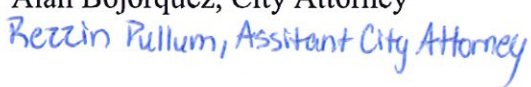
Alan Bojorquez, City Attorney

Rezin Pullum, Assistant City Attorney

Exhibit "A"
DESCRIPTION OF AREA TO BE ANNEXED

Exhibit "B"

ANNEXATION SERVICE PLAN

ZONING DESCRIPTION

BEING 12.95 ACRES OF LAND, MORE OR LESS, SITUATED IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, OUT OF THE REMAINDER OF A CALLED 30.00 ACRE TRACT CONVEYED TO ERHARD LEGACY PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP, RECORDED IN DOCUMENT NUMBER 201502919, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS (O.P.R.B.C.TX.) AND DESCRIBED AS 30.00 ACRES, IN VOLUME 640, PAGE 14, O.P.R.B.C.TX.; SAID 12.95 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A CONCRETE MONUMENT (GRID NORTHING: 10,018,765.44 U.S. SURVEY FEET, GRID EASTING: 3,240,377.69 U.S. SURVEY FEET) ON THE SOUTH LINE OF A TRACT OF LAND OWNED BY LLYOD F. KETHA, DESCRIBED AS A 322.78 ACRE TRACT IN BASTROP COUNTY APPRAISAL DISTRICT RECORDS (NO RECORDING INFORMATION), FOR THE NORTHEAST CORNER OF THIS TRACT AND THE NORTHWEST CORNER OF LOT 8, THE SETTLEMENT ON THE COLORADO, A SUBDIVISION OF RECORD IN PLAT BOOK 2, PAGE 259-B, PLAT RECORDS OF BASTROP COUNTY, TEXAS (P.R.B.C.TX.);

THENCE SOUTH 03 DEGREES 53 MINUTES 00 SECONDS EAST, WITH THE EAST LINE OF THIS TRACT AND THE WEST LINE OF SAID SETTLEMENT ON THE COLORADO SUBDIVISION, A DISTANCE OF 997.77 FEET TO A CALCULATED POSITION FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE WITH THE SOUTH LINE OF THIS TRACT AND OVER AND ACROSS THE REMAINDER OF SAID 30.00 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) NORTH 89 DEGREES 56 MINUTES 58 SECONDS WEST, A DISTANCE OF 343.04 FEET TO A CALCULATED POSITION FOR AN ANGLE POINT, AND
- 2) SOUTH 88 DEGREES 02 MINUTES 12 SECONDS WEST, A DISTANCE OF 247.87 FEET TO A CALCULATED POSITION ON THE EAST LINE OF BURLESON CROSSING, A SUBDIVISION OF RECORD IN PLAT BOOK 5, PAGE 14A, P.R.B.C.TX., ALSO BEING THE EAST LINE OF EDWARD BURLESON ROAD, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE WITH THE WEST LINE OF THIS TRACT, THE EAST LINE OF SAID BURLESON CROSSING SUBDIVISION, AND THE EAST LINE OF SAID EDWARD BURLESON ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) NORTH 02 DEGREES 13 MINUTES 44 SECONDS WEST, A DISTANCE OF 884.40 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
- 2) WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.23 FEET, A CENTRAL ANGLE OF 89 DEGREES 54 MINUTES 31 SECONDS, AND A CHORD THAT BEARS NORTH 42 DEGREES 43 MINUTES 32 SECONDS EAST, A DISTANCE OF 35.33 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET, AND
- 3) NORTH 02 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 68.91 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET ON THE SOUTH LINE OF SAID KETHA 322.78 ACRE TRACT, FOR THE COMMON NORTH CORNER OF THIS TRACT AND SAID BURLESON CROSSING SUBDIVISION;

THENCE NORTH 87 DEGREES 57 MINUTES 26 SECONDS EAST, WITH THE NORTH LINE OF THIS TRACT AND THE SOUTH LINE OF SAID KETHA 322.78 ACRE TRACT, A DISTANCE OF 537.08 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.95 ACRES OF LAND, MORE OR LESS.

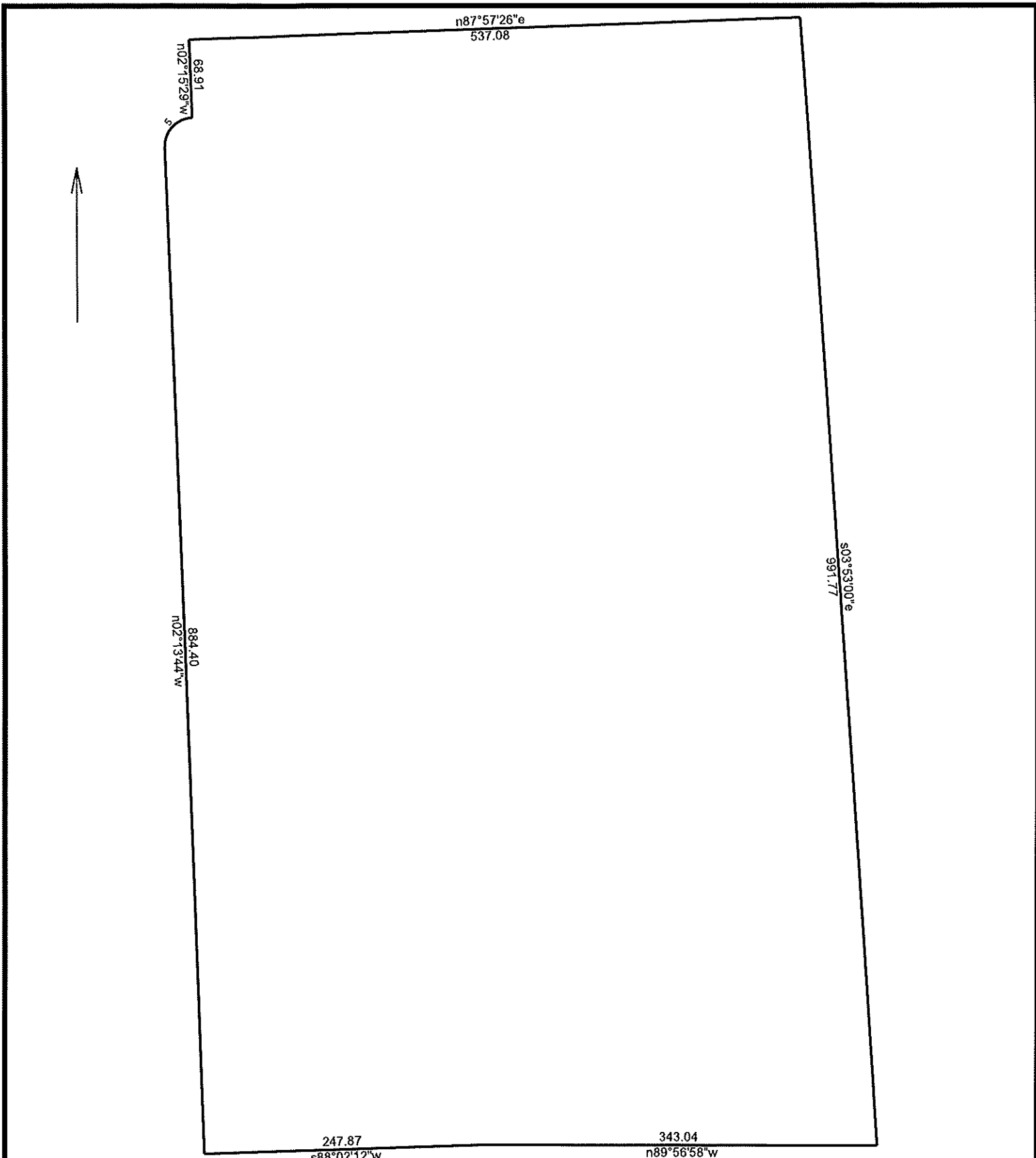
BEARING BASIS:

ALL BEARINGS SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203), NAD83. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 0.99997. UNITS: U.S. SURVEY FEET.

Matt Overall

MATT OVERALL, RPLS # 6864
LJA SURVEYING, INC.
7500 RIALTO BLVD, BUILDING II, SUITE 100
AUSTIN, TEXAS 78735
TEXAS FIRM NO. 10194382
DATE: 11/19/2021





7/16/2021

Scale: 1 inch= 113 feet | File: Mapcheck_12.95AC.ndp

Tract 1: 12.9507 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=3112 ft.

- 01 s03.5300e 991.77
- 02 n89.5658w 343.04
- 03 s88.0212w 247.87
- 04 n02.1344w 884.40
- 05 Rt, r=25.00, delta=089.5431, arc=39.23, chord=n42.4332e 35.33
- 06 n02.1529w 68.91
- 07 n87.5726e 537.08

**CITY OF BASTROP
MUNICIPAL SERVICE PLAN
FOR ANNEXATION OF +/- 12.95 ACRES IN THE A98 NANCY BLAKEY SURVEY
ADJACENT TO THE CITY OF BASTROP MUNICIPAL LIMITS**

**Owner ERHARD LEGACY PARTNERS
LTD
Parcel Acreage +/-12.95 Acres**

This Municipal Services Plan ("Plan") is entered into on 14th day of June by and between the City of Bastrop, Texas, a home-rule municipality of the State of Texas ("City") and Erhard Legacy Partners LTD., a Texas limited partnership ("Owner").

RECITALS

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the City Council of the City of Bastrop has directed staff to proceed with procedures for the annexation of land generally comprised of approximately 12.911 acres within the A98 Nancy Blakey Survey (Number 4) in Bastrop County, such property being more accurately described and set forth in Exhibit "A" which is attached and incorporated herein ("Property");

WHEREAS, the Property consists of undeveloped land and is agriculturally exempt and a topographical map of the Property is attached hereto as Exhibit "B";

WHEREAS, this Plan is made by the City pursuant to Sections 43.056 of the Texas Local Government Code ("LGC");

WHEREAS, the provisions of this Plan were made available for public inspection and explained to the public at the public hearing held by the City on May 24, 2022 in accordance with Sections 43.056 and 43.0671 of the LGC; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

The parties agree that the foregoing recitals are true and correct and form the basis upon which the parties have entered into this Plan.

TERM OF SERVICE PLAN

Pursuant to Section 43.056 of the Local Government Code, this Plan shall be in effect for a ten (10) year period, commencing on the effective date of the ordinance approving the annexation. Renewal of the Plan shall be at the discretion of the City Council and must be accomplished by ordinance.

INTENT

It is the intent of the City of Bastrop that services under this Plan shall provide full municipal services as required and defined by the Texas Local Government Code.

FIRE

Existing Services: ESD #2

Services to be Provided: The City of Bastrop intends to submit a petition to remove the area from ESD #2 territory, per the Health and Safety Code, Section 775.022 (a) to become the sole provider of emergency services to the annexed area. Until the petition process is complete, fire suppression will continue to be provided from ESD #2, as provided by such service provider's authorized service plans and approved areas, and as approved by the citizens in the election for ESD services for this tract. Primary fire response by ESD #2 will be provided by Bastrop Station No. 1 located on 802 Chestnut in Bastrop, Texas.

ESD #2 fire suppression services may, however, be supplemented by services provided by the Bastrop Fire Department and ESD #1 pursuant to mutual aid and/or interlocal policies, and agreements. If so, such fire response services will be provided from Bastrop Fire Department (Bastrop Station No. 2) located on 120 Corporate Drive in Bastrop, Texas, or ESD #1, Still Forest Station (Bluebonnet No. 1) located on 213 Still Forest Drive in Cedar Creek, Texas, or future stations located in proximity to the Property. Adequate supplemental fire suppression activities by the Bastrop Fire Department may be afforded to the Property within City's current budget appropriation.

In addition, fire prevention activities will be provided by the City of Bastrop's Fire Marshall's office, as needed.

ESD Service areas are shown on attached Exhibit "C."

POLICE

Existing Services: Bastrop County Sheriff's Department

Services to be Provided: Upon annexation, the City of Bastrop Police Department will extend regular and routine patrols to the Property. Thus, law enforcement protection will be provided to this Property in the same manner as it is currently provided to other similarly situated land

within the corporate limits of the City. These services include routine police patrols and responses to calls, handling of complaints and incident reports, service by special units, such as traffic enforcement, criminal investigations, narcotics, gang suppression, and special tactics team. In addition, the City Code Enforcement and Animal Control Services will be provided by the City of Bastrop to the Property, as appropriate. It is anticipated that the implementation of City's Police Department, Animal Control, and Code Enforcement activities can be effectively accommodated within the City's current budget and staff appropriation.

EMERGENCY MEDICAL SERVICE

Existing Services: Bastrop County/Acadian EMS

Services to be Provided: Bastrop County/Acadian EMS will continue to provide emergency and safety services to the Property, pursuant to existing agreements.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: Upon annexation, the City of Bastrop's Building Inspection Department will provide Building Code Enforcement Services. These services will include issuing building permits as well as issuing electrical, HVAC and plumbing permits, for any new construction and remodeling. Upon annexation, the Building Inspection Department will also assist in issuance and enforcement activities related to all other applicable City of Bastrop Codes and regulations which apply to building construction within the City of Bastrop. It is anticipated that the implementation of City's Building Inspection Department activities can be effectively accommodated within the City's current budget and staff appropriation.

PLANNING AND DEVELOPMENT - SUBDIVISION AND DEVELOPMENT

Existing Services: None

Services to be Provided: The Planning and Development Department's responsibility for regulating development and land use through the administration of the City of Bastrop Zoning Ordinance will extend to this Property on the effective date of the annexation. The annexed tract will also continue to be regulated under the requirements of the City of Bastrop Subdivision Ordinance. These services can be provided within the department's current budget. The Plan's services include: site plan review, zoning approvals, sign regulations, platting, and construction services. For a complete list and description of all Planning, Zoning, Subdivision and Development services that will be provided by the City, see the City's Code of Ordinances, Chapter 3, Chapter 10, and Chapter 14. It is anticipated that the implementation of these activities can be effectively accommodated within the City's current budget and staff appropriation.

LIBRARY

Existing Services: None.

Services to be Provided: Upon annexation, the City of Bastrop's municipal library use privileges will continue to be provided by the City to persons residing in the Property. It is anticipated that the implementation of these Library activities can be effectively accommodated within the City's current budget and staff appropriation.

HEALTH CODE SERVICE

Existing Services: Bastrop County

Services to be Provided: Upon the effective date of the annexation, the Bastrop County Health Department will continue to oversee the enforcement of the State, County, and City of Bastrop's health ordinances and regulations, for example those related to inspections of commercial kitchens, mobile food vendors, food preparation establishments, and handling operations.

The City will perform other enforcement of the City of Bastrop's health and sanitation ordinances and regulations, including but not limited to weed, brush control, and control over junked and abandoned vehicles. This service will be provided by the City's Code Enforcement Department and Police Department, and shall begin in this Property on the effective date of the annexation. Additionally, the City's control of dilapidated structures will be handled by the City pursuant to its regulations and Code. It is anticipated that the implementation of these activities can be effectively accommodated within the City's current budget and staff appropriation.

STREET

Existing Services: State of Texas ("TxDOT") and Bastrop County

Services to be Provided: Upon annexation, the City of Bastrop's Public Works Department will maintain public streets over which the City has jurisdiction. Maintenance to the street facilities will continue to be provided in accordance with the City's policies and procedures for City streets and roadways. Bastrop County shall continue to be responsible for County Roads, and TxDOT shall continue to be responsible for State of Texas highways and farm to market roadways, pursuant to their statutory authorities.

As new subdivisions and development occurs within the Property, the developers of property will be required to dedicate appropriate right-of-way and construct City streets in accordance with the City of Bastrop's Subdivision Code (Bastrop Building Block (B³) Code), regulations, and policies that are in place at the time of the development. Upon completion of, dedication to, and the City's acceptance of, new streets and public rights-of-way, the City shall provide on-going operation and maintenance for those streets, rights-of way, and roadways.

Emergency street maintenance to street facilities not otherwise maintained by the County or TxDOT, under their respective governmental authority, will be provided by the City, as of the effective date of the annexation. Routine maintenance of City streets and roadways will be scheduled as part of the City's annual street maintenance program, in accordance with the current policies and procedures of the City. It is anticipated that the implementation of these activities can be effectively accommodated within the City's current budget and staff appropriation.

STORM WATER MANAGEMENT

Existing Services: Bastrop County

Services to be Provided: Upon annexation, the City Public Works Department and Planning and Development Department will provide maintenance on existing public drainage systems and floodplain management in the Property. The same standard of drainage maintenance and floodplain regulations provided to other residents of the City, as per the City's regulations and Code in effect at the time of development, shall be provided to property owners within the Property. Developers will provide storm water drainage and meet floodplain requirements as per the City's Code, regulations, and policies, and such facilities will be inspected by the City's Engineer at the time of completion of such facilities. The City will maintain public drainage facilities within the City right-of-way, as per the City's Code, regulations, and policies. It is anticipated that the implementation of these activities can be effectively accommodated within the City's current budget and staff appropriation.

STREET LIGHTING

Existing Services: None

Services to be Provided: Upon annexation, the City of Bastrop will maintain public street lighting over which the City has jurisdiction, and as part of this municipal service, will coordinate any request for improved street lighting with the appropriate and certificated electric provider, in accordance with State and local laws, and the City's and other providers' policies and agreements. It is the policy of the City of Bastrop that adequate street lighting for the protection of the public and property be installed in all new subdivisions. Installation procedures and acceptable standards for street lights shall be governed by the utility standards of the City of Bastrop in effect at the time of subdivision construction or additions thereto. It is anticipated that the implementation of these activities can be effectively accommodated within the City's current budget and staff appropriation.

WATER SERVICE

Existing Services: City of Bastrop

Services to be Provided: Water service to the Property will be provided by City of Bastrop Water Department in accordance with the applicable State law and City Codes, regulations,

and/or policies applicable to the certified service areas. When property develops, water service shall be provided in accordance with State law or contractual agreements in effect and controlling the areas to be served. When applicable, extension of service by the City shall comply with the City's Code, regulations, and policies. It is anticipated that the implementation of these activities can be effectively accommodated within the City's current budget and staff appropriation.

Water CCN area is shown on attached Exhibit "D."

SANITARY SEWER SERVICE/WASTEWATER SERVICE

Existing Services: None – On-Site Septic Facilities

Services to be Provided: Sanitary sewer service to the Property of proposed annexation will be provided in accordance with applicable State and local regulations and policies and in accord with all applicable laws, and Codes. As property develops in the future, the sanitary sewer service shall be provided in accordance with the then existing City policies, Codes, regulations, and policies in effect at that time and as applicable to similarly situated tracts located within the City's corporate limits, including, when applicable, the City's then existing extension Ordinance and/or policy.

Wastewater CCN area is shown on attached Exhibit "E."

SOLID WASTE SERVICES

Existing Services: Varies, by contract.

Services to be Provided: If, at the date of annexation, controlling private solid waste service contracts are in place between property owners and service providers within the Property, property owners may elect to continue to have such services pursuant to the contracts for up to 2 years following annexation. At the end of two (2) years, or earlier if desired by the property owners, solid waste services to the Property will be provided as per the City's then existing franchises, contracts, or agreements. At this time, solid waste collection in the City of Bastrop is provided by Waste Connections, pursuant to a franchise ordinance controlling the terms of such service. Solid waste collection and disposal services shall comply with existing City policies and regulations. City of Bastrop services available for the City's residential customers (via Waste Connections) currently includes garbage, recycling, and yard trimmings collection. It is anticipated that the implementation of these activities can be effectively accommodated within the City's current budget and staff appropriation.

PARKS AND RECREATION

Existing Services: None

Services to be Provided: No City parks, playgrounds, and/or swimming pools exist within the

Property, as of the time of annexation. At the time, such parks and recreational facilities are developed in the Property, the City of Bastrop's standards and policies in force within the City limits at that time will be followed in maintaining and expanding recreational facilities to serve the Property. Upon annexation, the owners and residents of property located within the Property shall be entitled to the use of all City of Bastrop parks and recreational facilities, subject to the same restrictions, fees, and availability that pertains to the use of those facilities by other citizens of the City. It is anticipated that the implementation of these activities can be effectively accommodated within the City's current budget and staff appropriation.

BUSINESS LICENSES AND REGULATIONS

Existing Services: None

Services to be Provided: At the time of annexation, existing businesses shall be grandfathered for continuing operation. Otherwise, upon annexation, the provisions of Chapter 4 of the City Code of Ordinances relating to business licenses and regulations (Carnivals Circuses and Other Exhibitions; Electrician's Licenses; Gross Receipts Charge or Street Rental; Peddlers and Solicitors; Taxicabs, Buses and Other Vehicles for Hire; Horse Drawn Carriages and other Non- Motorized Vehicles for Hire; Sexually Oriented Businesses; and Alcoholic Beverages) shall apply in the Property. It is anticipated that the implementation of these activities can be effectively accommodated within the City's current budget and staff appropriation.

ELECTRIC SERVICE

Existing Services: Bluebonnet Electric Cooperative

Services to be Provided: Bluebonnet Electric will continue to provide electric utility service to all areas in which it is the authorized provider, pursuant to its authority granted by the State and/or the Public Utility Commission of Texas.

Bluebonnet's Electric CCN area is shown on attached Exhibit "F."

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The City of Bastrop's Public Works Department will provide, after the effective date of annexation, any additional traffic control devices as may be deemed necessary by the City.

Traffic engineering, upon development in the Property, shall comply with City of Bastrop Codes, regulations, and policies in effect at that time. It is anticipated that the implementation of these activities can be effectively accommodated within the City's current budget and staff appropriation.

MISCELLANEOUS

All other applicable municipal services will be provided to the Property in accordance with the City of Bastrop’s established policies governing extension of municipal services to newly annexed and similarly situated areas.

CAPITAL IMPROVEMENTS, AVAILABILITY, AND LEVEL OF SERVICES

The Property annexed in 2022 will be included with all other areas of the City for future planning for any new or expanded facilities, functions, and services to be funded by future capital improvements programs of the City. The priorities assigned by these plans are driven by a desire to maintain an equitable level of service to all areas of the City, with the same population density, land use, and topographical characteristics, and in accord with State and local laws.

Nothing in this plan shall require that the City provide a uniform level or municipal service to each area of the City, including Property, if different characteristics of topography, land use, and population densities are sufficiently distinct to justify a different level of service by the City, or when other service providers areas of service and/or other existing contractual agreements provide for such service.

AMENDMENTS

The City Council may amend the Service Plan to conform to the changed conditions or subsequent occurrences pursuant to the Texas Local Government Code or accommodate significant changes in the population and density characteristics of the 2022 Annexation Area.

USE OF PROPERTY

In accordance with Texas Local Government Code Section 43.002, Continuation of Land Use, all legal uses of property in the 2022 Annexation Area shall be allowed by the City to continue in the manner in which the property was being used on May 23, 2003.

CONFLICTS

In the event that any provision of this Service Plan conflicts with any other plan, comprehensive plan, or program of the City of Bastrop, the provision contained in this Service Plan shall control.

STAFFING

Staffing of City services will be provided to the level necessary to provide equal services to all residents.

SERVICE LEVEL

The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.

AUTHORITY

City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Plan. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Plan guarantees favorable decisions by the City Council.

SEVERABILITY

If any part, term, or provision of this Plan is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Plan.

GOVERNING LAW AND VENUE

The parties to this Plan covenant and agree that in any litigation relating to this Plan, the terms and conditions of the Plan will be interpreted according to the laws of the State of Texas and construed in conformity with the provisions of Texas Local Government Code Chapter 43. Venue shall be located in Bastrop County, Texas.

NO WAIVER

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

GOVERNMENTAL POWERS

It is understood that by execution of this Plan, the City does not waive or surrender any of its governmental powers or immunities.

COUNTERPARTS

This Plan may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CAPTIONS

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

AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND

This Plan is binding on and inures to the benefit of the parties, their successors, and assigns. The terms of this Plan constitute covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property.

ENTIRE AGREEMENT

This Plan constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Plan shall not be amended unless executed in writing by both parties.

EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

CITY:
City of Bastrop, Texas
a Texas home-rule municipal corporation

Attest: Ann Franklin
By: _____
Name: Ann Franklin
Title: City Secretary

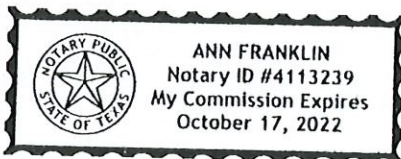
By: Paul A. Hofmann
Name: Paul A. Hofmann
Title: City Manager

THE STATE OF TEXAS §
COUNTY OF BASTROP §

This instrument was acknowledged before me on this 23rd day of June, 2022, by Paul A. Hofmann, City Manager of the City of Bastrop, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

By: Ann Franklin

Notary Public, State of Texas



OWNER:
Erhard Legacy Partners LTD
A Texas/limited partnership

By: *John B. Duff*
Name: John B. Duff
Title:

State of Texas §
County of Bastrop §

This instrument was acknowledged before me on the _____ day of _____, 20____,
by _____ of City of Bastrop, a Texas Home-Rule municipality, on behalf of
said municipality.

By: _____

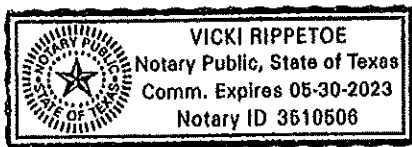
Notary Public, State of Texas

State of Texas §
County of HARRIS §

This instrument was acknowledged before me on the 26 day of May, 2022, by
JOHN B. DUFF, CO-MANAGER of [Name of individual signing, title
(if any)] on behalf of said ERHARD LEGACY PARTNERS, LTD [insert name of company or
individual where applicable].

By: *John B. Duff*

Notary Public, State of Texas



ZONING DESCRIPTION

BEING 12.95 ACRES OF LAND, MORE OR LESS, SITUATED IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, OUT OF THE REMAINDER OF A CALLED 30.00 ACRE TRACT CONVEYED TO ERHARD LEGACY PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP, RECORDED IN DOCUMENT NUMBER 201502919, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS (O.P.R.B.C.TX.) AND DESCRIBED AS 30.00 ACRES, IN VOLUME 640, PAGE 14, O.P.R.B.C.TX.; SAID 12.95 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A CONCRETE MONUMENT (GRID NORTHING: 10,018,765.44 U.S. SURVEY FEET, GRID EASTING: 3,240,377.69 U.S. SURVEY FEET) ON THE SOUTH LINE OF A TRACT OF LAND OWNED BY LLYOD F. KETHA, DESCRIBED AS A 322.78 ACRE TRACT IN BASTROP COUNTY APPRAISAL DISTRICT RECORDS (NO RECORDING INFORMATION), FOR THE NORTHEAST CORNER OF THIS TRACT AND THE NORTHWEST CORNER OF LOT 8, THE SETTLEMENT ON THE COLORADO, A SUBDIVISION OF RECORD IN PLAT BOOK 2, PAGE 259-B, PLAT RECORDS OF BASTROP COUNTY, TEXAS (P.R.B.C.TX.);

THENCE SOUTH 03 DEGREES 53 MINUTES 00 SECONDS EAST, WITH THE EAST LINE OF THIS TRACT AND THE WEST LINE OF SAID SETTLEMENT ON THE COLORADO SUBDIVISION, A DISTANCE OF 997.77 FEET TO A CALCULATED POSITION FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE WITH THE SOUTH LINE OF THIS TRACT AND OVER AND ACROSS THE REMAINDER OF SAID 30.00 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) NORTH 89 DEGREES 56 MINUTES 58 SECONDS WEST, A DISTANCE OF 343.04 FEET TO A CALCULATED POSITION FOR AN ANGLE POINT, AND
- 2) SOUTH 88 DEGREES 02 MINUTES 12 SECONDS WEST, A DISTANCE OF 247.87 FEET TO A CALCULATED POSITION ON THE EAST LINE OF BURLESON CROSSING, A SUBDIVISION OF RECORD IN PLAT BOOK 5, PAGE 14A, P.R.B.C.TX., ALSO BEING THE EAST LINE OF EDWARD BURLESON ROAD, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE WITH THE WEST LINE OF THIS TRACT, THE EAST LINE OF SAID BURLESON CROSSING SUBDIVISION, AND THE EAST LINE OF SAID EDWARD BURLESON ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) NORTH 02 DEGREES 13 MINUTES 44 SECONDS WEST, A DISTANCE OF 884.40 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
- 2) WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.23 FEET, A CENTRAL ANGLE OF 89 DEGREES 54 MINUTES 31 SECONDS, AND A CHORD THAT BEARS NORTH 42 DEGREES 43 MINUTES 32 SECONDS EAST, A DISTANCE OF 35.33 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET, AND
- 3) NORTH 02 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 68.91 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET ON THE SOUTH LINE OF SAID KETHA 322.78 ACRE TRACT, FOR THE COMMON NORTH CORNER OF THIS TRACT AND SAID BURLESON CROSSING SUBDIVISION;

THENCE NORTH 87 DEGREES 57 MINUTES 26 SECONDS EAST, WITH THE NORTH LINE OF THIS TRACT AND THE SOUTH LINE OF SAID KETHA 322.78 ACRE TRACT, A DISTANCE OF 537.08 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.95 ACRES OF LAND, MORE OR LESS.

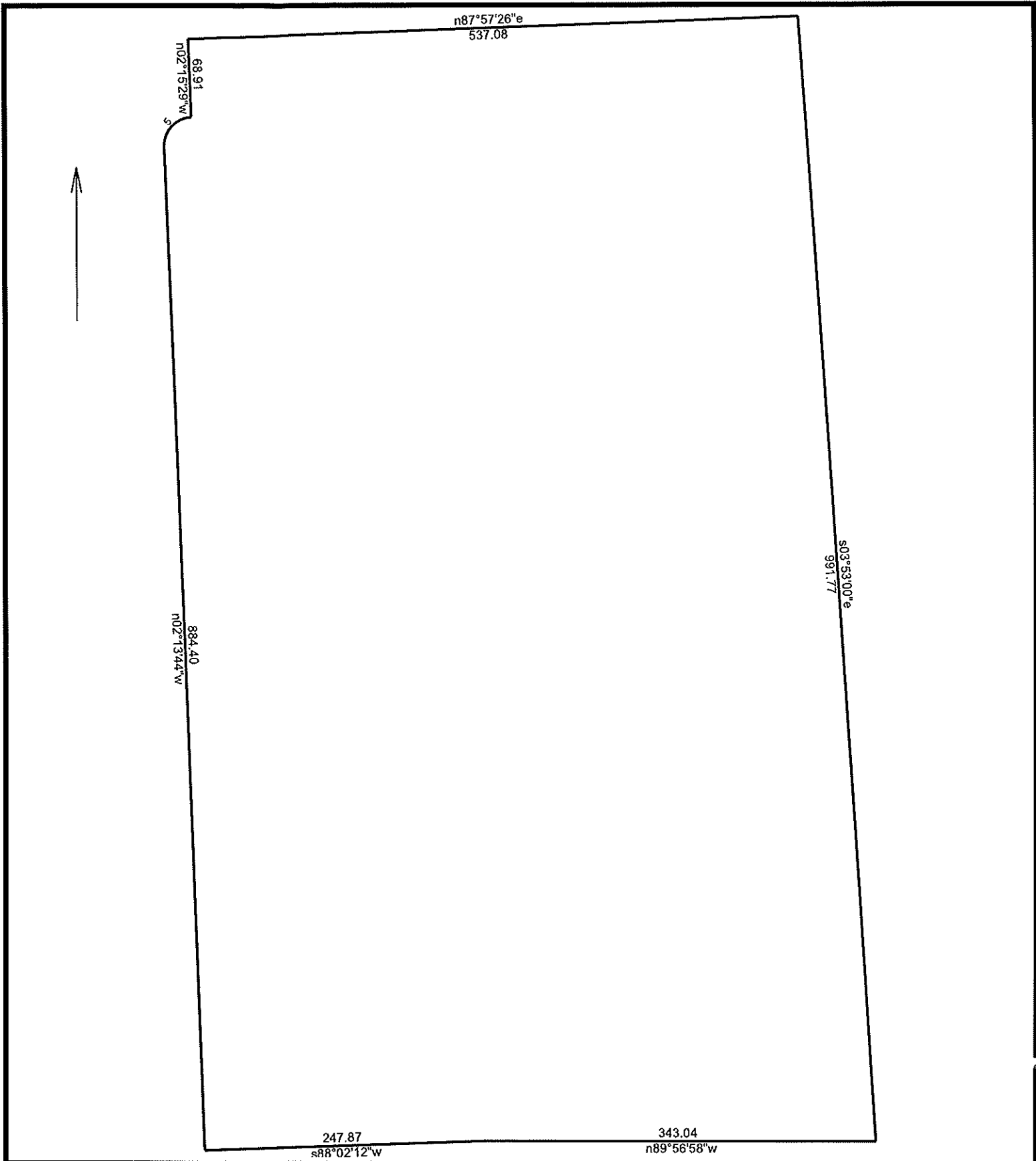
BEARING BASIS:

ALL BEARINGS SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203), NAD83. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 0.99997. UNITS: U.S. SURVEY FEET.

Matt Overall

MATT OVERALL, RPLS # 6864
LJA SURVEYING, INC.
7500 RIALTO BLVD, BUILDING II, SUITE 100
AUSTIN, TEXAS 78735
TEXAS FIRM NO. 10194382
DATE: 11/19/2021





7/16/2021

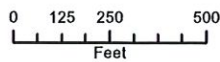
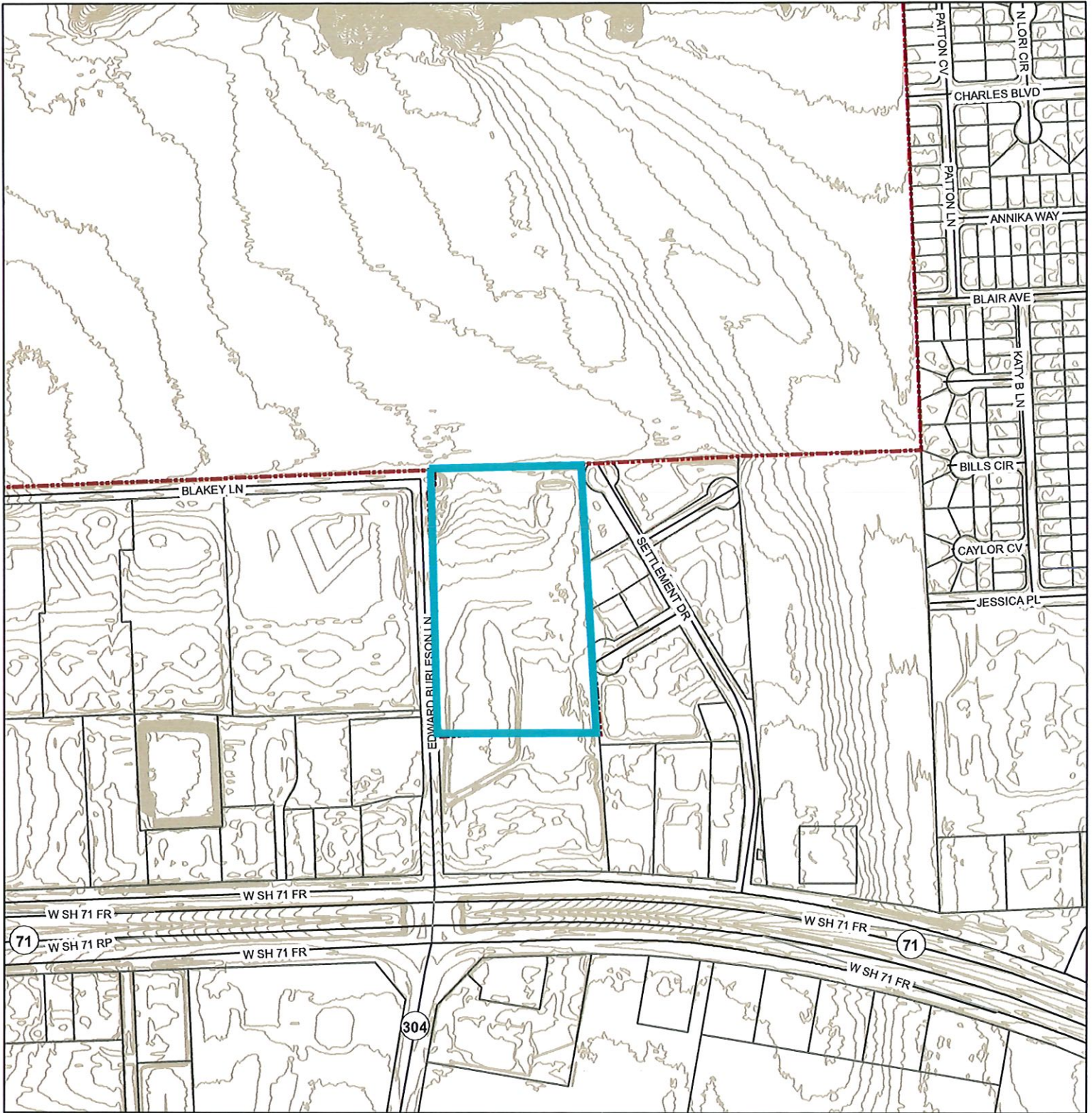
Scale: 1 inch= 113 feet

File: Mapcheck_12.95AC.ndp

Tract 1: 12.9507 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=3112 ft.

- 01 s03.5300e 991.77
- 02 n89.5658w 343.04
- 03 s88.0212w 247.87
- 04 n02.1344w 884.40
- 05 Rt, r=25.00, delta=089.5431, arc=39.23, chord=n42.4332e 35.33
- 06 n02.1529w 68.91
- 07 n87.5726e 537.08

Exhibit B Location Map



Topographic Map

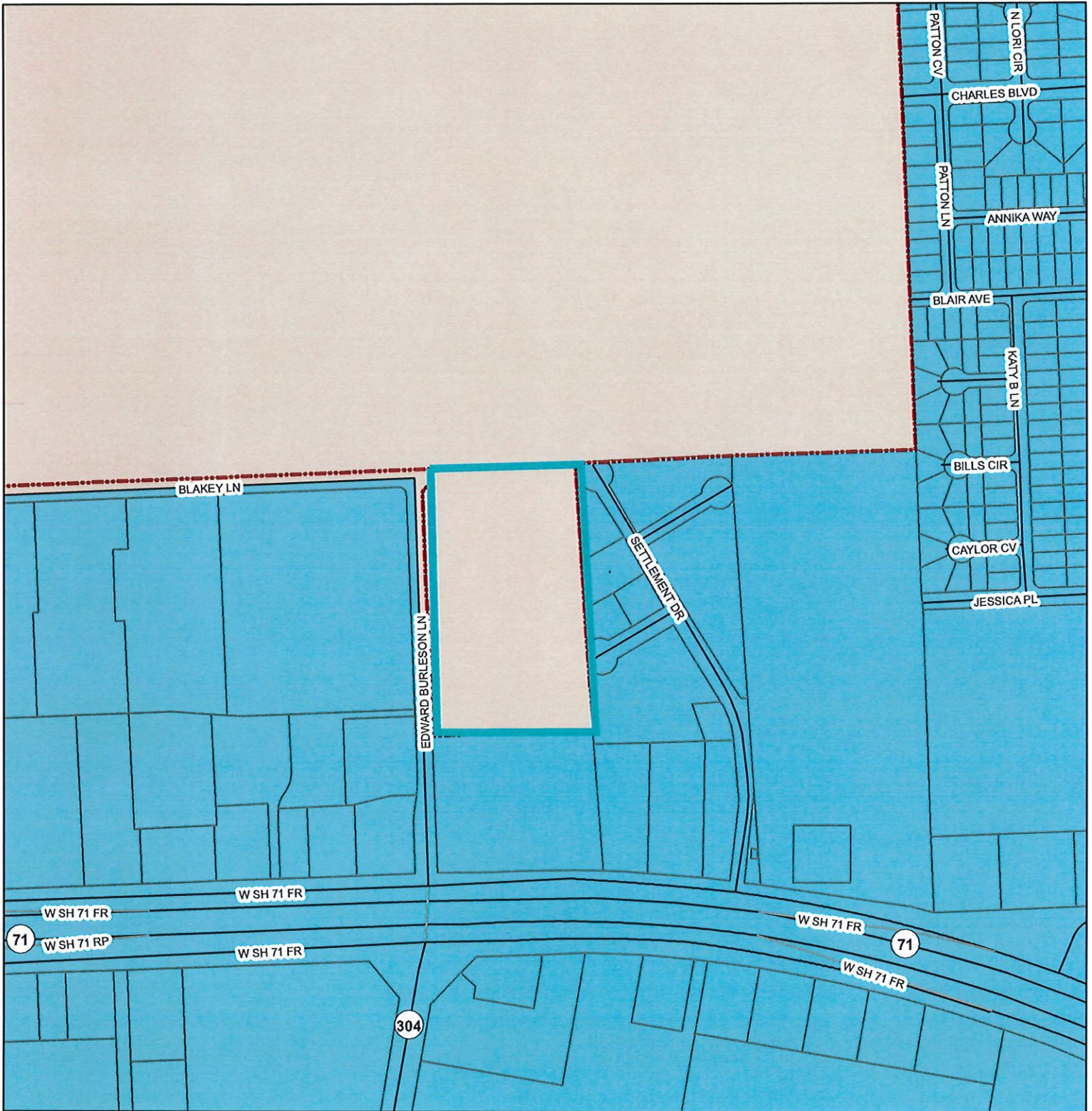
1 inch = 500 feet

Date: 5/10/2022

The accuracy and precision of this cartographic data is limited and should be used for information/planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



Exhibit C Fire Service Areas



- Legend**
- BCESD 2
 - BCESD 1
 - City of Bastrop Fire

Emergency Service Zones

1 inch = 500 feet



Date: 5/10/2022

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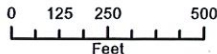
Exhibit E Water CCN Map



- Legend**
- Water CCN**
- AQUA WSC
 - CITY OF BASTROP

Water CCN

1 inch = 500 feet



Date: 5/10/2022

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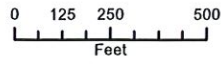
Exhibit D Wastewater CCN Map



Legend
Wastewater CCN
 CITY OF BASTROP

Wastewater CCN

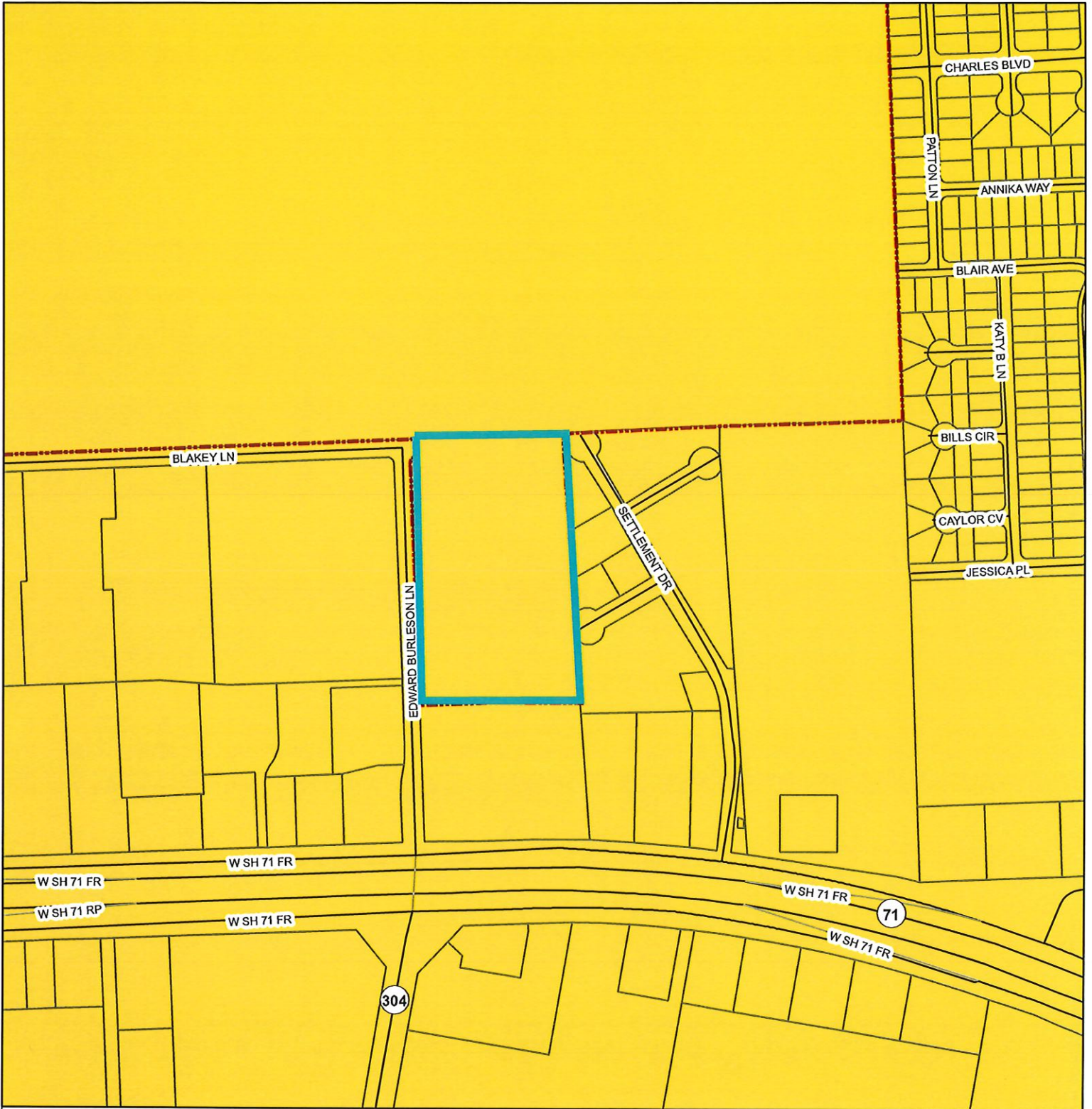
1 inch = 500 feet



Date: 5/10/2022

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Exhibit F Electric CCN Map

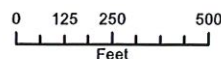


Legend

 Electric Bluebonnet

Electric Service Territory

1 inch = 500 feet



Date: 5/10/2022

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