

ORDINANCE 2023-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ANNEXING A TRACT OF LAND DESCRIBED AS 104.6+/- ACRES OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NO. A98, LOCATED WEST OF FARM-TO-MARKET ROAD 969, AS SHOWN IN EXHIBIT A; PROVIDING FOR FINDINGS OF FACT, ADOPTION, REPEALER, SEVERABILITY, FILING AND ENFORCEMENT; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR 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 August 4, 2023, Continental Homes of Texas, L.P., a Texas limited partnership (the "Owner") submitted a petition for voluntary annexation of the property in the area described as being 104.6+/- acres of land out of the Nancy Blakey Survey Abstract 98, located west of FM 969, located within the City of Bastrop Extraterritorial Jurisdiction as shown in Exhibit "A" (the "Property"), which is attached hereto and incorporated herein for all purposes; and

WHEREAS, pursuant to Texas Local Government Code Sections 43.056 and 43.0672, City Council has entered into a written agreement with the Owner of land in the area for the provision of services in the area, which is attached hereto as Exhibit "B" and incorporated herein for all purposes; and

WHEREAS, in accordance with Texas Local Government Code Chapter 43, 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, 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 Property shall be designated as a P2 Rural Zoning District. The official map and boundaries of the City are hereby amended and revised so as to include the area annexed.

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: 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 4: 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 5: 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. The City Secretary is hereby instructed to file a certified copy of this Ordinance and the updated maps with the Bastrop County Clerk and any other entities as required by law.

Section 6: 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 7: This Ordinance shall be effective immediately upon passage and publication.

Section 8: 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.

[Signatures on the following page]

APPROVED:



The Mayor, Mayor

ATTEST:



City Secretary

APPROVED AS TO FORM:



City Attorney

READ & APPROVED on First Reading on this the 12th day of September, 2023.


READ & ADOPTED on the Second Reading on this the 19th day of September, 2023.

APPROVED:



Lyle Nelson, Mayor

ATTEST:



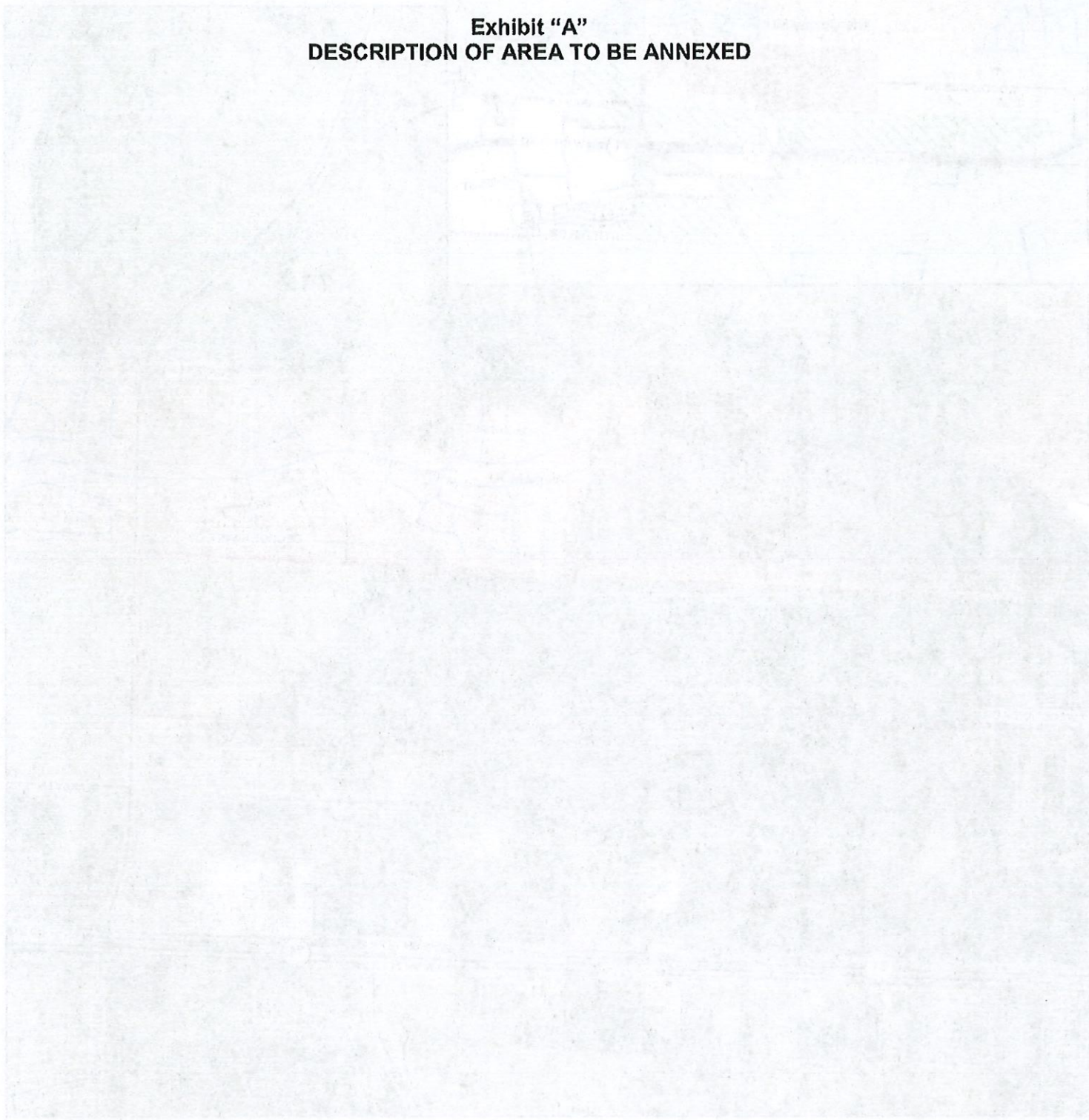
Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

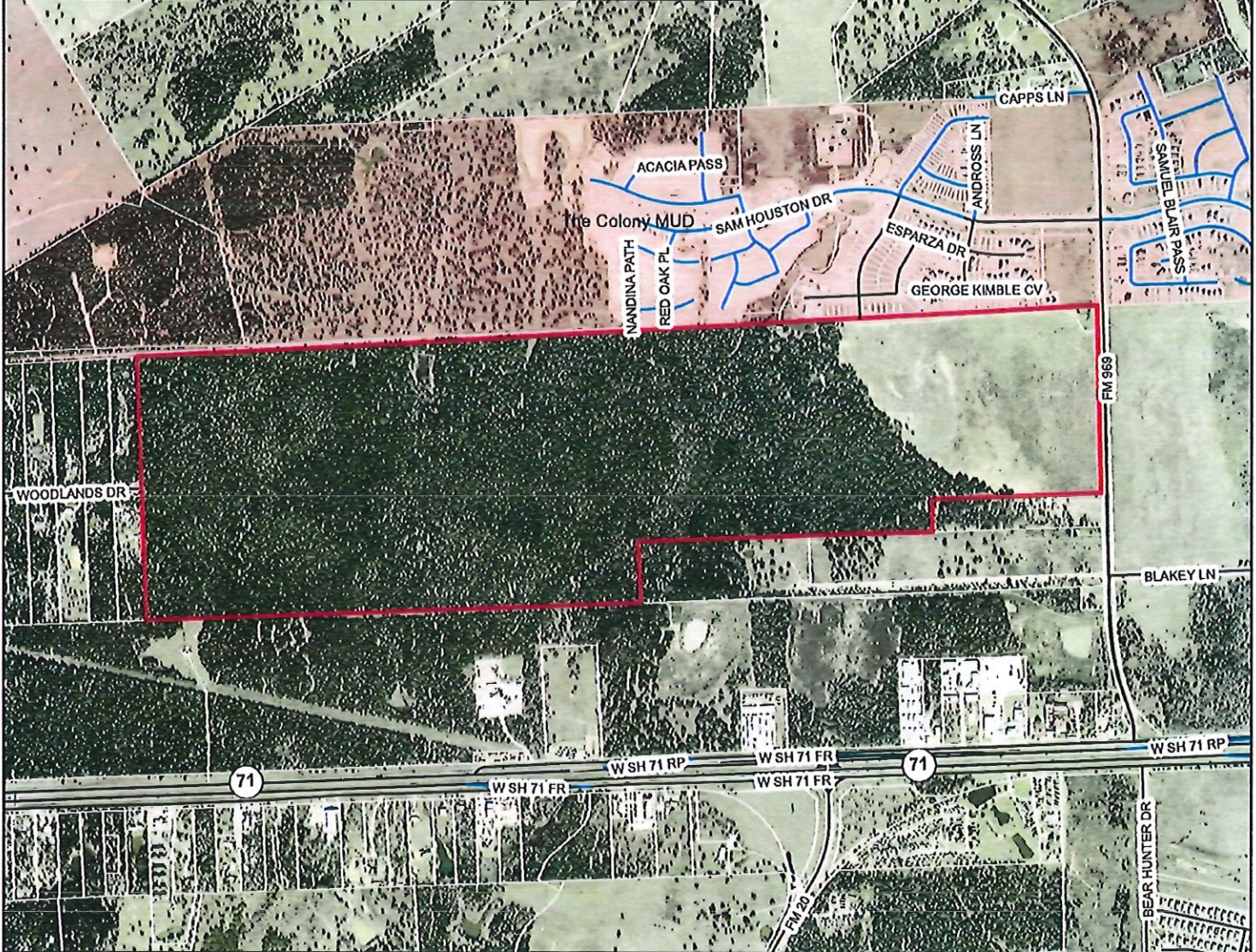
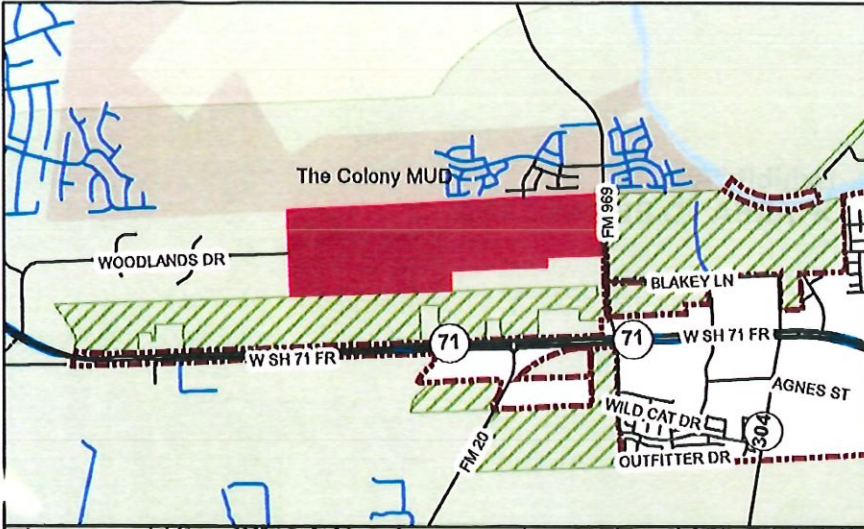
Exhibit "A"
DESCRIPTION OF AREA TO BE ANNEXED



City of Bastrop
Annexation Ordinance-Val Verde 104.6ac

Val Verde
Development Agreement

Attachment 1 Location Map



Viridian Development Agreement



1 inch = 1,400 feet

Date: 5/12/20

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.



METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 104.630 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, SITUATED IN BASTROP COUNTY, TEXAS; BEING A PORTION OF A CALLED 399.878 ACRE TRACT OF LAND AS CONVEYED UNTO CONTINENTAL HOMES OF TEXAS, L.P. IN DOCUMENT NUMBER 202022279 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 104.630 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT OF REFERENCE, a 1/2-inch iron rod found on the westerly right-of-way line of Farm to Market (F.M.) 969 (R.O.W. ~ 80') as referenced on the plat of The Colony MUD 1A, Section 1, Phase A, as recorded in Cabinet 6, Page 129A of the Plat Records of Bastrop County, Texas, at the southeast corner of a remaining portion of a called 1,258.002 acre tract of land as conveyed unto Hunt Communities Bastrop, LLC in Document Number 201617588 of the Official Public Records of Bastrop County, Texas, being the northeast corner of a called 10.599 acre tract of land as conveyed unto SIS Bastrop, LLC in Document Number 202107639 of the Official Public Records of Bastrop County, Texas; **THENCE**, S 01°19'50" E, coincident with the common line of said 10.599 acre tract and the west right-of-way of said F.M. 969, a distance of 30.02 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at a common corner of the 10.599 acre tract and the aforementioned 399.878 acre tract for a northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 01°19'50" E, coincident with the common line of said 399.878 acre tract and the west right-of-way of said F.M. 969, a distance of 1,635.71 feet to a 1/2-inch iron rod found at the common corner of the 399.878 acre tract and a called 10.01 acre tract of land as conveyed unto Esmeralda Vences-Maldonado and Fermin Vences-Maldonado in Document Number 201916372 of the Official Public Records of Bastrop County, Texas, for the southeast corner of the herein described tract;

THENCE, S 87°56'21" W, departing said right-of-way line, coincident with the common line of the 399.878 acre tract and said 10.01 acre tract, a distance of 1,503.00 feet to a 1/2-inch iron rod with a cap stamped "RPLS 5548" found at a common corner of the 399.878 acre tract and the 10.01 acre tract, for a re-entrant corner of the herein described tract;

THENCE, S 01°19'22" E, continuing coincident with said common line, a distance of 290.00 feet to a 1/2-inch iron rod found on the north line of a called 25.070 acre tract of land as conveyed unto IIP TX 2 LLC in Document Number 202213654 of the Official Public Records of Bastrop County, Texas, at the common corner of the 399.878 acre tract and the 10.01 acre tract, for a south corner of the herein described tract;

THENCE, N 87°55'54" W, coincident with the common line of the 399.878 acre tract and said 25.070 acre tract, a distance of 814.60 feet to a calculated point for the southwest corner of the herein described tract;

THENCE, departing said common line, over and across the 399.878 acre tract the following thirty-two (32) courses:

- 1) N 33°20'50" E, a distance of 38.04 feet to a calculated point for a point of curvature of the herein described tract;
- 2) Curving to the left, with a radius of 740.00 feet, an arc length of 250.92 feet, a central angle of 19°25'41", a chord bearing of N 23°37'59" E, and a chord distance of 249.72 to a calculated point for a point of tangency of the herein described tract;
- 3) N 13°55'08" E, a distance of 152.24 feet to a calculated point for a re-entrant corner of the herein described tract;
- 4) N 76°04'52" W, a distance of 80.00 feet to a calculated point for an angle point of the herein described tract;
- 5) N 76°44'36" W, a distance of 34.40 feet to a calculated point for a corner of the herein described tract;
- 6) N 20°55'17" E, a distance of 36.54 feet to a calculated point for an angle point of the herein described tract;
- 7) N 15°39'08" E, a distance of 52.19 feet to a calculated point for an angle point of the herein described tract;
- 8) N 10°53'55" E, a distance of 218.86 feet to a calculated point for a re-entrant corner of the herein described tract;
- 9) N 79°05'37" W, a distance of 109.72 feet to a calculated point for a re-entrant corner of the herein described tract;
- 10) S 11°42'54" W, a distance of 13.50 feet to a calculated point for a corner of the herein described tract;
- 11) N 79°11'39" W, a distance of 130.00 feet to a calculated point for an angle point of the herein described tract;
- 12) N 79°21'54" W, a distance of 55.50 feet to a calculated point for a corner of the herein described tract;
- 13) N 06°21'30" E, a distance of 5.81 feet to a calculated point for a re-entrant corner of the herein described tract;
- 14) N 79°11'39" W, a distance of 119.45 feet to a calculated point for a re-entrant corner of the herein described tract;

- 15) S 18°01'49" W, a distance of 17.35 feet to a calculated point for a corner of the herein described tract;
- 16) N 75°40'25" W, a distance of 188.50 feet to a calculated point for a corner of the herein described tract;
- 17) N 14°19'35" E, a distance of 22.28 feet to a calculated point for a re-entrant corner of the herein described tract;
- 18) N 75°40'25" W, a distance of 120.00 feet to a calculated point for a re-entrant corner of the herein described tract;
- 19) S 14°19'35" W, a distance of 65.69 feet to a calculated point for a corner of the herein described tract;
- 20) N 71°43'22" W, a distance of 181.60 feet to a calculated point for a re-entrant corner of the herein described tract;
- 21) S 18°16'38" W, a distance of 27.25 feet to a calculated point for a corner of the herein described tract;
- 22) N 90°00'00" W, a distance of 88.16 feet to a calculated point for an angle point of the herein described tract;
- 23) N 81°06'35" W, a distance of 238.54 feet to a calculated point for a corner of the herein described tract;
- 24) N 09°33'10" W, a distance of 89.33 feet to a calculated point for an angle point of the herein described tract;
- 25) N 06°16'41" W, a distance of 103.52 feet to a calculated point for an angle point of the herein described tract;
- 26) N 14°35'31" E, a distance of 160.75 feet to a calculated point for an angle point of the herein described tract;
- 27) N 04°59'40" W, a distance of 107.39 feet to a calculated point for an angle point of the herein described tract;
- 28) N 24°20'55" E, a distance of 85.38 feet to a calculated point for an angle point of the herein described tract;
- 29) N 37°48'33" E, a distance of 149.36 feet to a calculated point for an angle point of the herein described tract;

30) N 43°42'09" E, a distance of 173.56 feet to a calculated point for an angle point of the herein described tract;

31) N 11°34'46" E, a distance of 134.65 feet to a calculated point for an angle point of the herein described tract;

32) N 35°04'52" E, a distance of 89.31 feet to a calculated point on the north line of the 399.878 acre tract and the south line of a called 1.00 acre tract of land conveyed unto Hunt Communities Bastrop, LLC in Document Number 201911016 of the Official Public Records of Bastrop County, Texas, for the northwest corner of the herein described tract;

THENCE, N 86°51'05" E, coincident with the common line of the 399.878 acre tract, said 1.00 acre tract, the south line of The Colony MUD 1A, Section 1, Phase B, as recorded in Cabinet 6, Page 189A of the Plat Records of Bastrop County, Texas, and the south line of the aforementioned The Colony MUD 1A, Section 1, Phase A, a distance of 2,508.39 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the 399.878 acre tract and the aforementioned 10.599 acre tract, for a north corner of the herein described tract;

THENCE, departing said common line, coincident with the common line of the 399.878 acre tract and said 10.599 acre tract the following seven (7) courses:

- 1) S 03°08'55" E, a distance of 829.14 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 2) S 68°24'20" E, a distance of 127.74 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;
- 3) Curving to the left, with a radius of 271.69 feet, an arc length of 109.81 feet, a central angle of 23°09'29", a chord bearing of S 79°50'37" E, and a chord distance of 109.07 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;
- 4) N 88°43'07" E, a distance of 140.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 5) N 43°41'39" E, a distance of 212.04 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 6) N 01°19'50" W, a distance of 717.59 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 7) N 24°51'52" E, a distance of 22.65 feet to the **POINT OF BEGINNING** and containing 104.630 acres of land more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc., in November 2020 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. A sketch accompanies this description.



Dion P. Albertson RPLS Number 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm Number 10194490

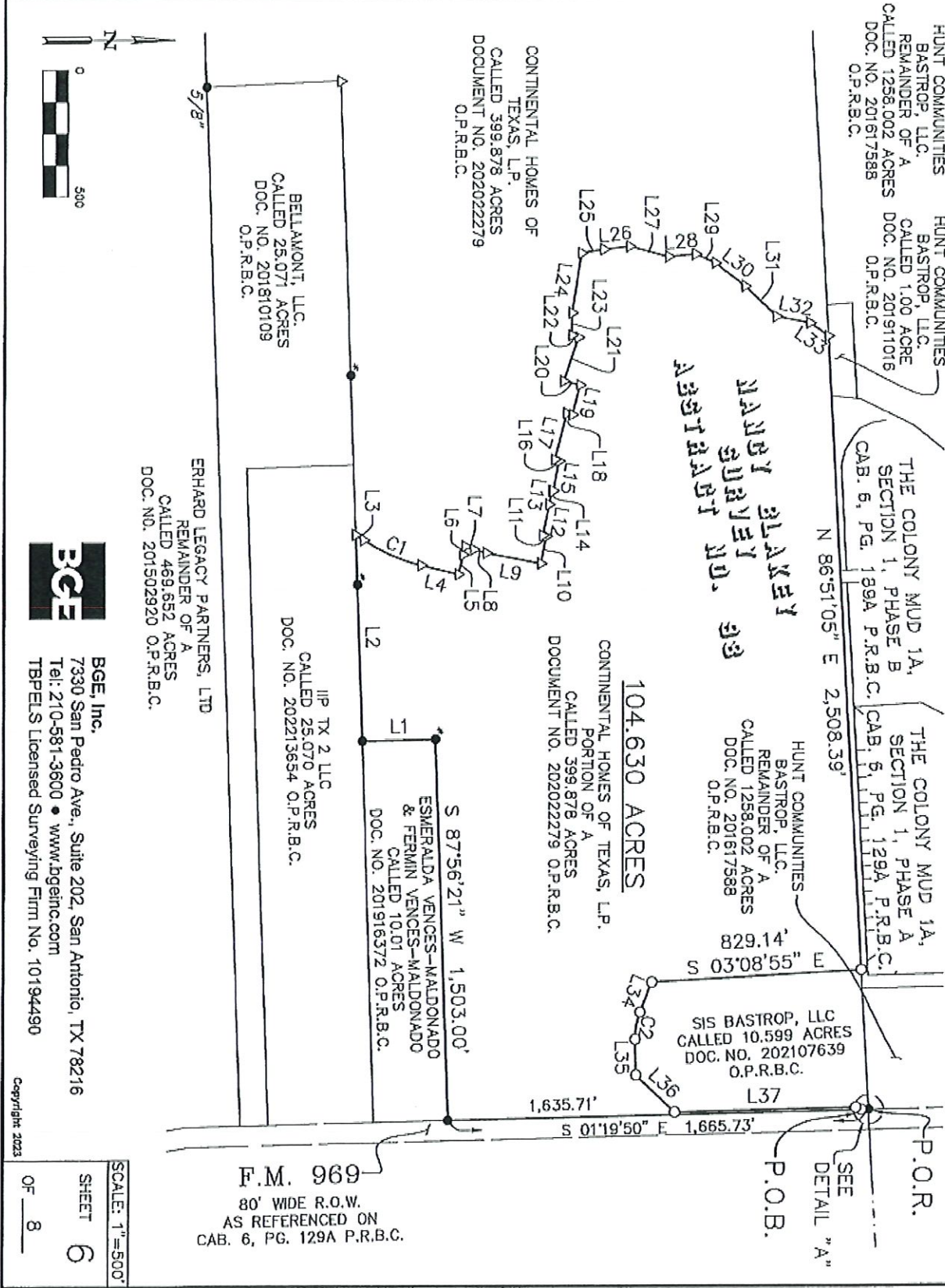


6/30/2023

Date

Date: June 30, 2023
Job No: 8732-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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 TBPELS Licensed Surveying Firm No. 10194490

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SCALE: 1"=500'
 SHEET 6
 OF 8

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 01°19'22" E	290.00'
L2	S 87°55'54" W	814.60'
L3	N 33°20'50" E	38.04'
L4	N 13°55'08" E	152.24'
L5	N 76°04'52" W	80.00'
L6	N 76°44'56" W	34.40'
L7	N 20°55'17" E	36.54'
L8	N 15°39'09" E	52.19'
L9	N 10°53'55" E	218.86'
L10	N 79°05'37" W	109.72'
L11	S 11°42'54" W	13.50'
L12	N 79°11'39" W	130.00'
L13	N 79°21'54" W	55.50'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L14	N 06°21'30" E	5.81'
L15	N 79°11'39" W	119.45'
L16	S 18°01'49" W	17.35'
L17	N 75°40'25" W	188.50'
L18	N 14°19'35" E	22.28'
L19	N 75°40'25" W	120.00'
L20	S 14°19'35" W	65.69'
L21	N 71°43'22" W	181.60'
L22	S 18°16'38" W	27.25'
L23	N 90°00'00" W	88.16'
L24	N 81°06'55" W	238.54'
L25	N 09°33'10" W	89.33'
L26	N 06°16'41" W	103.52'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L27	N 14°35'31" E	160.75'
L28	N 04°59'40" W	107.39'
L29	N 24°20'55" E	85.38'
L30	N 37°48'33" E	149.36'
L31	N 43°42'09" E	173.56'
L32	N 11°34'46" E	134.65'
L33	N 35°04'52" E	89.31'
L34	S 68°24'20" E	127.74'
L35	N 88°43'07" E	140.03'
L36	N 43°41'39" E	212.04'
L37	N 01°19'50" W	717.59'
L38	N 24°51'52" E	22.65'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	250.92'	740.00'	19°25'41"	N 23°37'59" E	249.72'
C2	109.81'	271.69'	23°09'29"	S 79°50'37" E	109.07'

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83. DISTANCES SHOWN ARE IN SURFACE VALUES. COMBINED SCALE FACTOR IS 0.99998269.

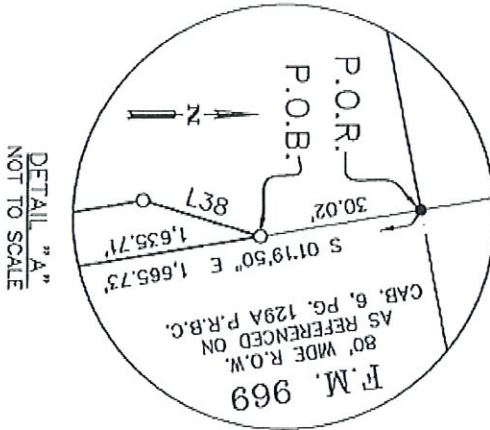


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SCALE: ~
 SHEET 7
 OF 8

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



DETAIL "A"
NOT TO SCALE

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83. DISTANCES SHOWN ARE IN SURFACE VALUES. COMBINED SCALE FACTOR IS 0.99998289.



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- LEGEND**
- CAB. CABINET
 - O.P.R.B.C. OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
 - O.R.B.C. OFFICIAL RECORDS OF BASTROP COUNTY
 - P.O.B. POINT OF BEGINNING
 - P.O.R. POINT OF REFERENCE
 - R.O.W. RIGHT-OF-WAY
 - VOL. VOLUME
 - FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
 - * FOUND 1/2" IRON ROD W/CAP "RPLS 5548"
 - FOUND 1/2" IRON ROD W/CAP "CBD"
 - SET 1/2" IRON ROD W/CAP "BGE INC"
 - △ CALCULATED POINT

SCALE: ~
SHEET 8
OF 8

MUNICIPAL SERVICES PLAN

MUNICIPAL SERVICES PLAN FOR THE VALVERDE SUBDIVISION

This Municipal Services Plan (“**Plan**”) is created on this 12th day of September 2023 by the City of Bastrop, Texas, a home rule municipality of the State of Texas (“**City**”).

RECITALS

WHEREAS, the described tract is situated in Bastrop County, Texas, and consists of approximately 104.6+/- acres of land situated in the City’s extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference (“**Property**”);

WHEREAS, Continental Homes of Texas, L.P. (the “**Owner**”) has entered into a Development Agreement with the City pursuant to Section 212.172 of Texas Local Government Code (as amended, the “**Development Agreement**”) and is hereby voluntarily requesting full-purpose annexation of the Property;

WHEREAS, when a municipality elects to annex such an area, the municipality is required to enter into a written agreement with the property owner that sets forth services to be provided by the municipality for the properties in the affected area; and

WHEREAS, the City services to be provided for the Property on or after the effective date of annexation and provided for herein

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

1. **PROPERTY.** This Plan is only applicable to the Property, more specifically described in Exhibit A.
2. **INTENT.** It is the intent of the City that this Plan provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Plan, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and developer or property owner participation in accordance with applicable City ordinances, and all approved rules, regulations, and policies.

The City hereby declares the following services to be made available to the Property and its Owner(s):

- a. **Police Services.** The City provides municipal police protection through a City Police Department and will provide the service to the area once annexed.
- b. **Fire Services.** The Property is within the ESD #2 Service Area. The City of Bastrop Fire Department will provide aid through the Automatic Aid Agreement with ESD #2. Radio response for Emergency Medical Services will be provided with the present personnel and equipment.
- c. **Building Inspection/Code Enforcement Services.** The City of Bastrop will provide building inspection and code enforcement services upon annexation.
- d. **Libraries.** Bastrop Public Library provides library services.
- e. **Environmental Health & Health Code Enforcement.** Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance.
- f. **Planning & Zoning.** The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. The planning and zoning of the Property will be in accordance with the terms and conditions set forth in the Development Agreement. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.
- g. **Parks & Recreation.** All services and amenities associated with the City's Parks and Recreation activities will extend to the Property on the effective date of the annexation ordinance.
- h. **Street & Drainage Maintenance.** The City will provide street and drainage maintenance to public streets in the Property in accordance with standard City policy as the Property develops.
- i. **Street Lighting.** The City will provide street lighting to the Property in any public right- of-way in accordance with standard City Policy as the Property develops.
- j. **Traffic Engineering.** The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the Property.
- k. **Sanitation/Solid Waste Collection & Disposal.** The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Progressive Waste Solutions of TX d/b/a Waste Connections of Texas, which will be notified of all newly-annexed parcels.
- l. **Water Service.** The Property will be served water by the City of Bastrop. Extension of services to serve the Property will be at the Owner's expense, except as may be set forth in the Development Agreement.

m. Sewer Service. The Property will be served by wastewater service by the City of Bastrop. Extension of services to serve the Property will be at the Owner's expense, except as may be set forth in the Development Agreement.

n. Miscellaneous. All other applicable municipal services will be provided to the Property in accordance with policies established by the City.

It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

The City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

5. **AUTHORITY.** City represents that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Plan.
6. **SEVERABILITY.** If any term or provision of this Plan is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Plan shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Plan a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid, or unenforceable.
7. **INTERPRETATION.** The Parties to this covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
8. **GOVERNING LAW AND VENUE.** This Plan and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Plan are performable in Bastrop County, Texas such that exclusive venue for any action arising out of this Plan shall be in Bastrop County, Texas.
9. **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.
10. **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.
11. **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.

12. **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.
13. **PLAN BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Plan is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Plan constitutes covenants running with the land comprising the Property and is binding on the Owner.
14. **ENTIRE PLAN.** It is understood and agreed that this Plan contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter, except as may be set forth in the Development Agreement. No oral understandings, statements, promises or inducements contrary to the terms of this Plan exist. This Plan cannot be changed or terminated orally.

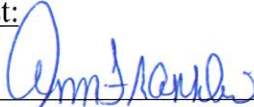
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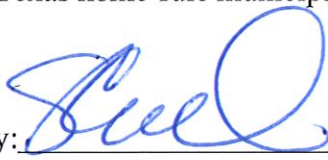
EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

CITY:

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

Attest:

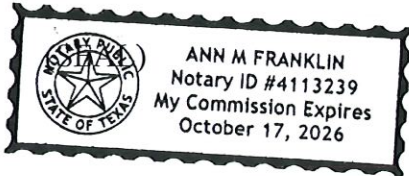
By: 
Name: Ann Franklin
Title: City Secretary

By: 
Name: Sylvia Carrillo
Title: City Manager

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me on this 18th day of October, 2023, by Sylvia Carrillo, City Manager of the City of Bastrop, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.




Notary Public, State of Texas

OWNER:

Continental Homes of Texas, L.P.
(a Texas limited partnership)

By: CHTEX of Texas, Inc.
(a Delaware corporation)
Its General Partner

By: [Signature]
Name: JOHN SPARROW
Title: ASSISTANT SECRETARY

THE STATE OF TEXAS §
COUNTY OF williamson §

This instrument was acknowledged before me on the 13 day of October, 2023, by John A. Sparrow, Assistant Secretary of CHTEX of Texas, Inc., a Delaware corporation, the general partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of said entities.

[Signature]
Notary Public, State of Texas

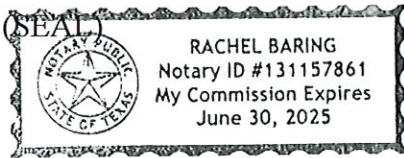


EXHIBIT A
PROPERTY