

ORDINANCE 2023-36

**ZONING CONCEPT SCHEME CHANGE
BURLESON CROSSING EAST**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE ZONING CHANGE FOR 19.81 +/- ACRES OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT 98, BASTROP COUNTY, TEXAS, MORE COMMONLY KNOWN AS BURLESON CROSSING EAST FROM P5 CORE TO PLANNED DEVELOPMENT DISTRICT; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PROPER NOTICE AND MEETING; AND ESTABLISHING AN EFFECTIVE DATE.

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 July 26, 2023, Steve Durhman submitted a request for zoning modifications for certain properties located at the northeast corner of State Highway 71 and Edward Burleson Drive, within the city limits of Bastrop, Texas described as being 19.81 +/- acres of land out of the Nancy Blakey Survey Abstract 98 more commonly known as Burleson Crossing East ("Property"); and

WHEREAS, the City Staff has reviewed the request for zoning modifications, and finds it to be justifiable based upon the Future Land Use Designation for this Property; and

WHEREAS, City Council has reviewed the request for zoning modifications, and finds the request to be reasonable and proper under the circumstances; and

WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City of Bastrop Planning and Zoning Commission (P&Z) on August 31, 2023; and

WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City Council regarding the requested zoning modification; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that are for good

government, peace, or order of the City and are 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 Applicants, and all other information presented, City Council finds that it is 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, a 19.81 +/- acres tract of land out of the Nancy Blakey Survey, Abstract 98, Bastrop County, Texas, more commonly known as Burleson Crossing East, more particularly shown and described in Attachment A which is attached and incorporated herein, is hereby rezoned from P5 Core to Planned Development District with a P5 Core base zoning. The City Manager is hereby authorized to promptly note the zoning change on the official Zoning Map of the City of Bastrop, Texas.

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: 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.

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

[Signatures on following page]

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

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

APPROVED:



Lyle Nelson, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



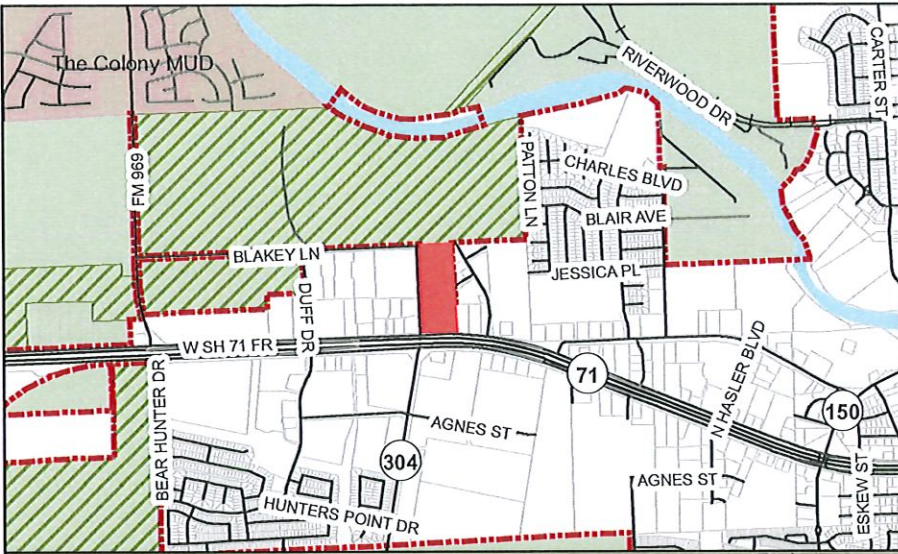
Alan Bojorquez, City Attorney

Rezin Pullum, Assistant City Attorney

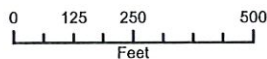
ATTACHMENT A

Property Description

Attachment 1 Location Map



Zoning Concept Scheme Burleson Crossing East

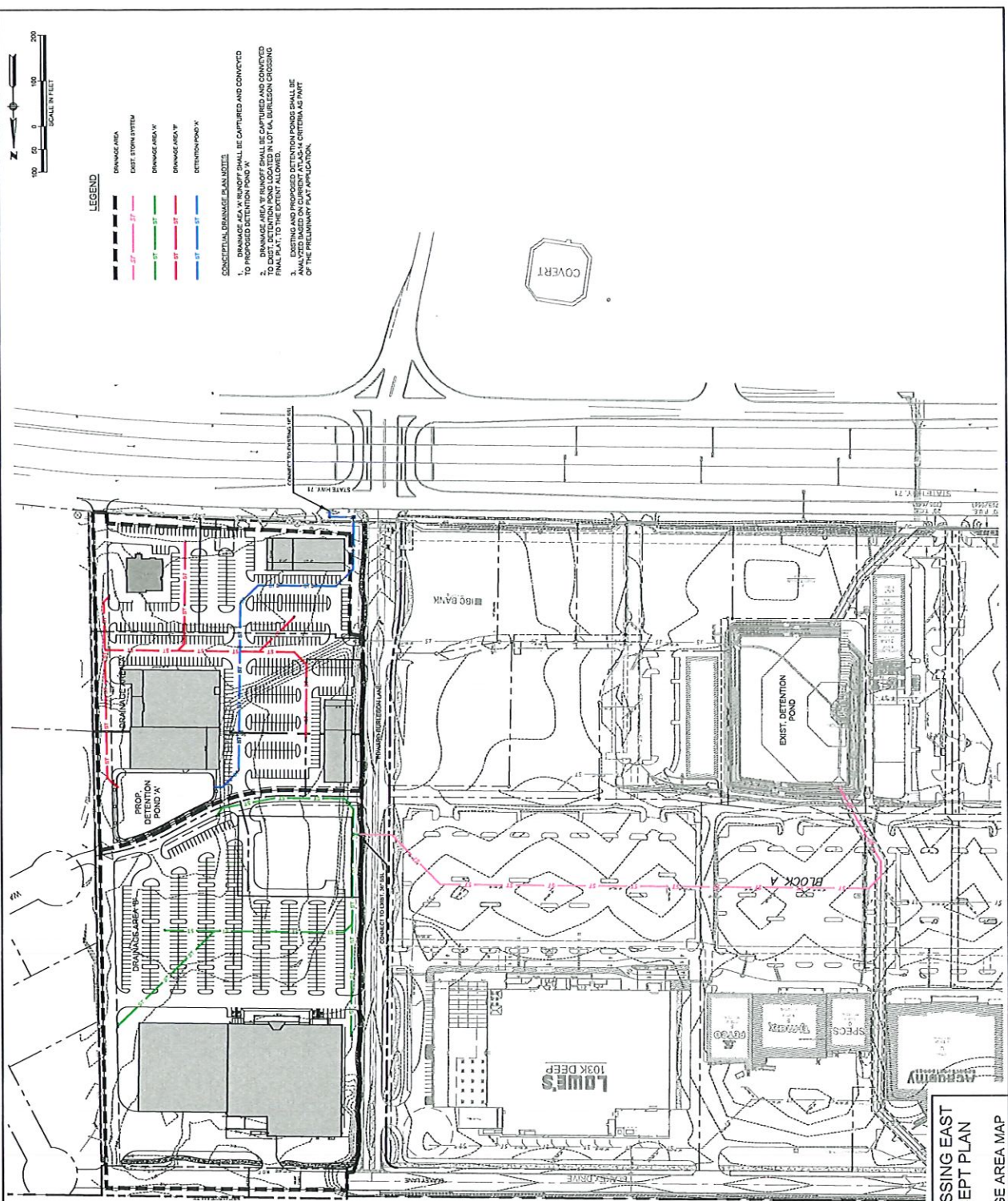


1 inch = 400 feet



Date: 08/17/2023

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.



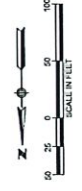
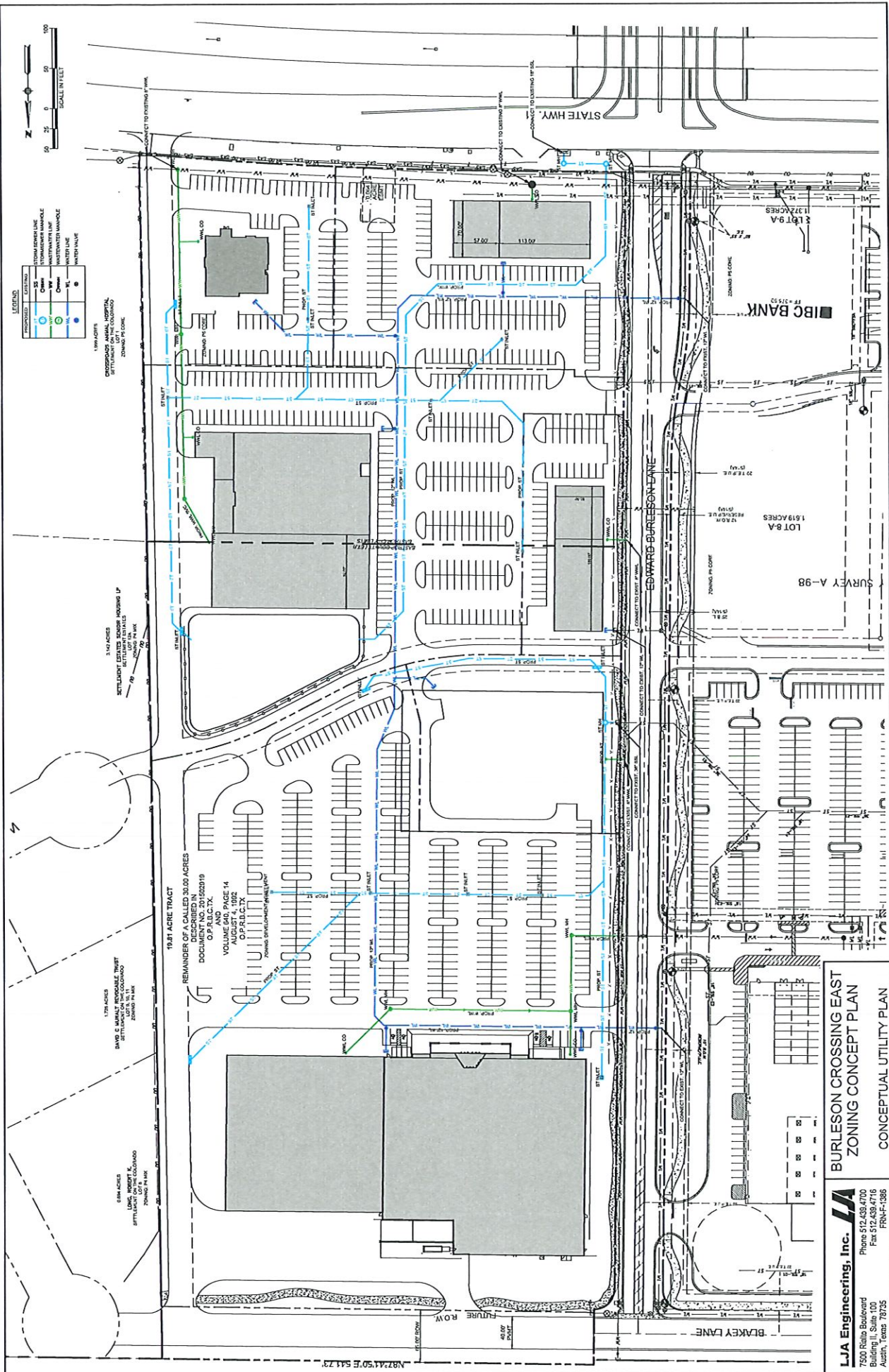
- LEGEND**
- DRAINAGE AREA
 - EXST. STORM SYSTEM
 - DRAINAGE AREA 'A'
 - DRAINAGE AREA 'B'
 - DETENTION POND 'A'

CONDITIONAL DRAINAGE PLAN NOTES

1. DRAINAGE AREA 'A' RUNOFF SHALL BE CAPTURED AND CONVEYED TO PROPOSED DETENTION POND 'A'.
2. DRAINAGE AREA 'B' RUNOFF SHALL BE CAPTURED AND CONVEYED TO EXST. DETENTION POND LOCATED IN LOT 'A' BURLERSON CROSSING FINAL PLAT, TO THE EXTENT ALLOWED.
3. EXISTING AND PROPOSED DETENTION PONDS SHALL BE CONSTRUCTED TO MEET ALL APPLICABLE DESIGN CRITERIA AS PART OF THE PRELIMINARY PLAT APPLICATION.

**BURLESON CROSSING EAST
ZONING CONCEPT PLAN
OVERALL DRAINAGE AREA MAP**

LJA Engineering, Inc.
 7500 Rialto Boulevard
 Building 11, Suite 100
 Austin, Texas 78735
 Phone 512.439.4700
 Fax 512.439.4716
 FRN-F-1386



LEGEND

Proposed	Existing
Water	Water
Sanitary Sewer	Sanitary Sewer
Storm Sewer	Storm Sewer
Manhole	Manhole
Valve	Valve
Water Valve	Water Valve

1.74 ACRES
 SETBACKS FOR THE COORDINATE
 ZONING DISTRICT

1.619 ACRES
 SETBACKS FOR THE COORDINATE
 ZONING DISTRICT

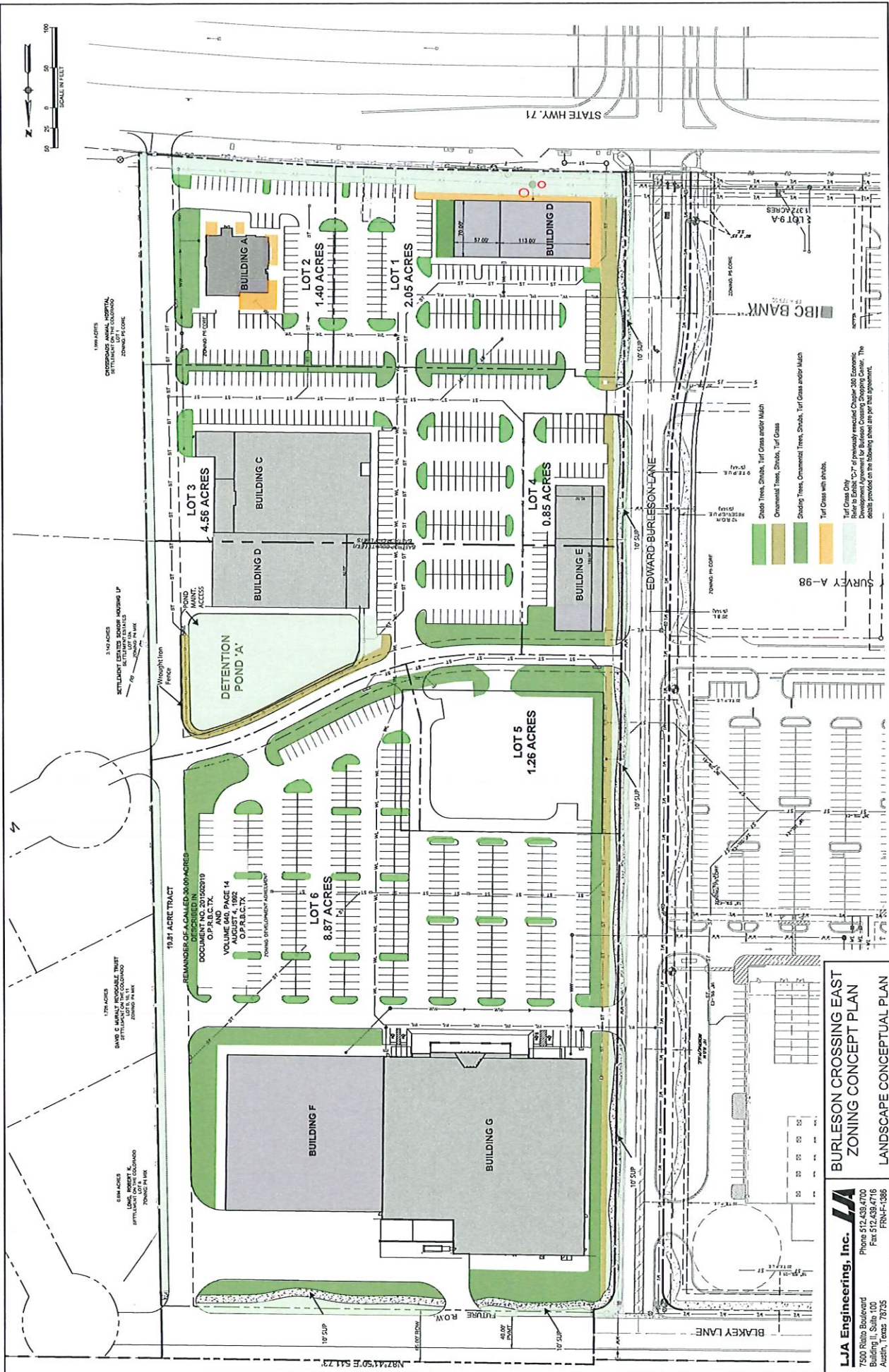
19.81 ACRE TRACT
 REMAINDER OF A CALLED 30.00 ACRES
 DESCRIBED IN
 DOCUMENT NO. 201502019
 OF FR. CO.
 VOLUME 940, PAGE 14
 AUGUST 4, 1992
 OF PL. CO.
 ZONING DISTRICT (FR. CO.)

1.74 ACRES
 SETBACKS FOR THE COORDINATE
 ZONING DISTRICT

1.74 ACRES
 SETBACKS FOR THE COORDINATE
 ZONING DISTRICT

**BURLESON CROSSING EAST
 ZONING CONCEPT PLAN
 CONCEPTUAL UTILITY PLAN**

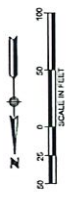
LJA Engineering, Inc.
 7500 Ricka Boulevard
 Building II, Suite 100
 Austin, Texas 78735
 Phone: 512.438.4700
 Fax: 512.438.4710
 FRN-F-1386



**BURLESON CROSSING EAST
ZONING CONCEPT PLAN
LANDSCAPE CONCEPTUAL PLAN**

LJA Engineering, Inc.
 7600 Blinn Boulevard
 Building 11 Suite 100
 Austin, Texas 78735
 Phone: 512.438.4700
 Fax: 512.438.4716
 FRN-F-1396

- LEGEND**
- Shade Trees, Shrubs, Turf Grass and/or Mulch
 - Ornamental Trees, Shrubs, Turf Grass
 - Shrubs, Turf Grass, Ornamental Trees, Shrubs, Turf Grass and/or Mulch
 - Turf Grass with shrubs.
 - Turf Grass Only
- Refer to Exhibit "C" of previously executed Chapter 206 Economic Development Ordinance for details regarding landscaping. The details provided on the following sheet are per that agreement.



1.1415 Project: 27 - Burleson Crossing East Zoning Concept Plan (9/20/14) 2014-1-1024

ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS



Krista Bartsch

KRISTA BARTSCH, County Clerk

Bastrop Texas

November 03, 2023 02:19:55 PM **202316605**

FEE: \$402.00

AGREE

**PLANNED DEVELOPMENT DISTRICT
BURLESON CROSSING EAST**

Planned Development District Agreement

between the

City of Bastrop, Texas

&

BRP EAST, L.P., a Texas limited partnership

Approved by the Planning & Zoning Commission on:
August 31, 2023.

Approved by the City Council on:
September 26, 2023.

THIS PLANNED DEVELOPMENT DISTRICT AGREEMENT (this "Agreement" or the "PDD Agreement") is entered into between the City of Bastrop, Texas, a Home-Rule municipality ("City"), and BRP EAST, L.P., a Texas limited partnership ("Owner"), pursuant to City of Bastrop Code of Ordinances, and Planned Development Districts Ordinance No. 2023-22 (the "PDD Ordinance"), pertaining to the Property defined below.

RECITALS

WHEREAS, the Owner is the owner of certain real property consisting of approximately 19 acres, commonly known as Burleson Crossing East, located within the city limits of the City of Bastrop, in Bastrop County, Texas, and as more particularly identified and described in *Exhibit A* (the "Property") to *Attachment "A"*; and

WHEREAS, an affiliate of Owner developed the adjacent Burleson Crossing Shopping Center and continues to own the Burleson Crossing Shopping Center; and

WHEREAS, the Owner intends to develop an integrated, innovative, planned development consisting of a retail shopping center as described herein which will complement the existing Burleson Crossing Shopping Center; and

WHEREAS, the Property is currently zoned P5 Core pursuant to Ordinance No. 2022-15 (the "Original Zoning Ordinance"), which ordinance also grants the Property various warrants set forth therein which are also attached hereto as *Exhibit D* to *Attachment "A"* (the "Warrants"); and

WHEREAS, at the time of approval of the Original Zoning Ordinance, the PDD Ordinance was not in place, which made it difficult to properly address development of large shopping center developments located on freeways; and

WHEREAS, the Parties believe it is in the best interest of the Project to amend and replace the Original Zoning Ordinance with this PDD Agreement; and

WHEREAS, the Property will be developed by Owner, its affiliates or their successors and assigns, for construction and use in general accordance with the PD Master Plan submitted to the City shown as *Exhibit B* to *Attachment "A"*; and

WHEREAS, the City of Bastrop Code of Ordinances, the PDD Ordinance, the PDD Ordinance No. 2023-36, and this Agreement set forth the Development Standards that will be applicable to the Property, and which, with the PD Master Plan, will control development of the Property; and

WHEREAS, subject to public notices and public hearings, the City's Planning and Zoning Commission reviewed and recommended approval of this Agreement; and

WHEREAS, the City Council reviewed this Agreement and the proposed PD Master Plan and

determined that it promotes the health, safety, and general welfare of the citizens of Bastrop and complies with the intent of the PDD Ordinance.

NOW, THEREFORE, BY THIS AGREEMENT WITNESSETH that, in consideration of the covenants and conditions set forth herein, the City and the Owner agree as follows:

ARTICLE I. GENERAL PROVISIONS

1.1. Purpose. The purpose of the PDD Agreement is to ensure a development that includes compatibility of land uses and allows for the adjustment of changing community demands by meeting one or more of the following criteria, namely that it:

- (a) provides for superior design of lots or buildings;
- (b) provides for open space for public use;
- (c) provides amenities or features that would be of special benefit to the property users or community;
- (d) protects, preserves, or adequately mitigates for natural amenities and environmental assets such as trees, creeks, ponds, floodplains, hills, slopes, viewscapes and wildlife habitats;
- (e) protects or preserves existing historical buildings, structures, features, or places;
- (f) provides for an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services; and
- (g) meets or exceeds the present standards of the City's Code.

1.2. Zoning. The Property is designated "PDD" with a base district of P5 Core (with Warrants) and shall be developed in accordance with the PDD Ordinance No. 2023-36, the PD Master Plan, and this Agreement (including the Development Standards and Warrants). It is hereby acknowledged that regardless of the zoning category approved for the Property, the Property shall be able to be developed for a Retail shopping center in accordance with the PD Master Plan, the Warrants, the Development Standards and the terms and conditions of this Agreement. A hotel is also an approved use within the Project. All matters not specifically addressed in this Agreement shall be regulated by applicable sections of the Code (as hereinafter defined). If there is a conflict between this Agreement and the Code, this Agreement shall supersede the specific conflicting provisions of the Code.

1.3. Development Standards Approved. The Development Standards set out in Article II of this Agreement and listed on *Exhibit C to Attachment "A"* (the "Development Standards") are hereby approved. Owner agrees that all uses and development within the Property shall substantially conform to the PD Master Plan.

1.4. Minor Changes. Minor changes may be made to this Agreement, including the PD Master Plan, by Owner and the City Manager without action of the City Council or Planning & Zoning Commission. Such minor changes shall include, for example, but not limited to, minor adjustments to the parking layout, pedestrian connectivity layout, lot layout, drainage ways, street and drive alignments, minor changes to any matters depicted on exhibits hereto that are intended to be substantially accurate, but approximate according to the terms hereof,

minor adjustments to building footprints, building location, building size or building elevations and other adjustments that do not result in overall increases to traffic or density as set forth in the PD Master Plan and which do not otherwise frustrate the purposes of this Agreement. The City Manager may approve minor changes in writing following consultation with the City Engineer. Any dispute between the Owner and City Manager regarding whether a change is a “minor change” shall be referred to the Planning & Zoning Commission for recommendation and City Council for final approval.

- 1.5. Major Changes.** Any change which is not a minor change shall require a zoning amendment with recommendation by the Planning & Zoning Commission and final approval by the City Council.
- 1.6. Definitions.** Words and terms used herein shall have their usual meaning except as they may be specifically defined in this Agreement, or, if capitalized and not defined herein, as defined in the City Code of Ordinances, including, without limitation, the PDD Ordinance, the Zoning Ordinance, the Sign Ordinance, and the Lighting Ordinance, as such Code exists on the effective date of this Agreement and as is modified by this Agreement.

Agreement: This contract between the City of Bastrop, Texas, and the Owner, including all Attachments and Exhibits, which are incorporated herein for all intents and purposes.

City: The City of Bastrop, Texas, an incorporated Home-Rule municipality located in Bastrop County, Texas.

City Manager: The chief administrative officer of the City of Bastrop, Texas. The term shall also include the Deputy City Manager.

City Council: The governing body of the City.

City Engineer: The engineer of the City.

City Permit: A city license, certificate, approval, registration, consent, permit, or other form of authorization required by a City ordinance, regulation or rule in order to develop, construct and operate the improvements on the Property.

Code: The City’s Code of Ordinances, including, without limitation, the PDD Ordinance, and PDD Ordinance No. 2023-36 , as such Code exists on the Effective Date of this Agreement and as is modified by this Agreement.

Development Standards: As defined in Section 1.3.

Edward Burlleson Lane Improvements: As defined in Section 2.4.5.

Effective Date: The Effective Date of this Agreement shall be the date of full execution by both Parties.

Owner: BRP EAST, L.P., a Texas limited partnership, and any subsequent owner(s).

Original Zoning Ordinance: As defined in the Recitals.

PD Master Plan: The Planned Development (“PD”) Master Plan submitted to the City by the Owner and attached hereto as *Exhibit B* to *Attachment “A”*.

PD Ordinance No. 2023-36: Ordinance No. 2023-36 entitled “Zoning Concept Scheme Change Burleson Crossing East” approved by the City Council on September 26, 2023.

Preliminary Drainage Plans: Shall mean the preliminary Drainage Plans for the Project prepared by LJA Engineering and approved by the City on November 2, 2022.

Preliminary Infrastructure Plans: Shall mean the preliminary Infrastructure Plans for the Project February 22, 2023 prepared by LJA Engineering.

Project: A planned development on the Property consisting of mixed-use retail, commercial services, restaurants and hotel, together with a reciprocal access driveway, parking areas, open spaces, and utilities as described in this Agreement and the PD Master Plan.

Property: As defined in the Recitals.

Public Improvement Construction Plans: As defined in Section 4.6.

Retail: The sale of goods to the public, usually in stores, for use or consumption by the ultimate consumer. Retail shall not include the operation of outdoor storage (except as an accessory use), automotive sales, automotive services (except as an accessory use), warehousing (except as an accessory use), ministorage, call centers, or multifamily residences.

TIA: Shall mean the Traffic Impact Analysis for the Project prepared by LJA Engineering dated April 14, 2023.

Traffic Improvements: Collectively, the Wagon Wheel Improvements and the Edward Burleson Lane Improvements.

Warrants: As defined in the Recitals.

Wagon Wheel Improvements: As defined in Section 2.4.3.

ARTICLE II. PD MASTER PLAN

2.1 General Site Regulations. Except as otherwise provided in this Agreement and the PDD Ordinance No. 2023-36, the Property shall be governed by site regulations contained in the Code applicable to the base zoning district, currently, P5 with Warrants. The overall

development of the Property shall be substantially similar in look, feel and design to the adjacent, existing Burleson Crossing Shopping Center.

2.2 Open Areas; Landscape; Trees. See Warrants (*Exhibit D to Attachment "A"*) and Development Standards (*Exhibit C to Attachment "A"*).

2.3 Exterior Design. See Warrants (*Exhibit D to Attachment "A"*) and Development Standards (*Exhibit C to Attachment "A"*).

2.3.1 Safe Harbor. Buildings constructed in accordance with the exterior design standards reflected in the renderings included in *Exhibit "C"* shall be deemed adequate and acceptable for purposes of this Agreement. Any modifications or deviations from the exterior design principles of *Exhibit "C"* shall be in accordance with the text of this Agreement.

2.3.2 Alternatives. Upon written request by Owner or Owner's agent to the City for approval of such an alternative, the City Manager may, in the exercise of the City Manager's discretion, administratively approve alternatives to the foregoing building and architectural elements otherwise applicable to the Project. To be approved administratively, the proposed alternatives must substantially comply with the foregoing building and architectural elements and must be designed to result in increased aesthetic appeal. A copy or memorandum of any such alternatives, whether approved administratively or by Council, shall be placed in the public record and shall run with the land.

2.3.3 Building Separation. Notwithstanding any other provision of the Code, the minimum separation distance between buildings on the Property may equal the minimum separation distance necessary to satisfy the applicable building and fire codes, including zero separation buildings that meet said Code requirements.

2.4 Access.

2.4.1 Traffic Impact Analysis. The TIA has been prepared and submitted to the City. In consideration for Owner's agreement to construct and pay for the Traffic Improvements and the dedication of the right-of-way as described in this Agreement, the City hereby waives any requirement for Owner to pay any fees or pro-rata amounts assigned or allocated to the Project pursuant to the TIA.

2.4.2 Access Easements. The Property will be covered by a Reciprocal Access Easement Agreement, which will be recorded in the Official Public Records of Bastrop County, Texas.

2.4.3 Wagon Wheel Improvements. Owner agrees to design, construct and pay for the private road (with a 30' pavement width as set forth in the Preliminary Infrastructure Plans, the PD Master Plan and this Agreement) that commences at Edward Burleson Lane on the western boundary of the Property and continues easterly through the Property and terminates at the existing section of Wagon Wheel as more particularly described and/or depicted on *Exhibit F to Attachment "A"* attached hereto and made

a part hereof (the "Wagon Wheel Improvements"). The Wagon Wheel Improvements will remain private (no public right of way) and except for purposes of platting, will be treated as a private right-of-way and Owner, or the property owners' association established for the Project, shall be responsible for the maintenance of the Wagon Wheel Improvements after construction is completed. It is hereby acknowledged and agreed that the Wagon Wheel Improvements satisfy Section 7.3007 of the Code with the previously approved Warrants. The water line within the Wagon Wheel Improvements (as shown on the Preliminary Infrastructure Plans) will be dedicated to the City via an easement upon completion of construction of said water line.

2.4.4 Blakey Lane Right of Way.

- (a) Owner agrees to dedicate the right-of-way in varying widths (but no more than sixty five feet (65') in width or the width needed to match the existing Blakey Lane right of way, whichever is less) at the northern portion of the Property as depicted on *Exhibit G to Attachment "A"* attached hereto and made a part Owner, to allow the City to expand Blakey Lane. The City acknowledges that Owner is not responsible for construction of Blakey Lane. The City shall be responsible for utilities within Blakey Lane and sidewalk(s) for Blakey Lane.
- (b) For a period of three (3) years from the Effective Date (the "Reservation Period"), Owner agrees to reserve the portion of the Property depicted on *Exhibit G of Attachment "A"* ("ROW Reservation Area") for the City to use as right-of-way. During the Reservation Period, the City shall provide Owner with written notice if the City elects to use the ROW Reservation Area as right-of-way ("Election Notice").
- (c) If, at any time during the Reservation Period, Owner receives a bona fide offer from a third party to buy or lease any or all of the ROW Reservation Area and/or the parcel of land immediately adjacent to the ROW Reservation Area, Owner will give written notice to the City. Upon receiving the written notice, the City shall have ninety (90) days to provide the Election Notice. If the City does not provide Owner with an Election Notice prior to the expiration of the 90-day period, then the reservation shall automatically terminate, Owner shall thereafter be allowed to use the land for its purposes without any further actions, and the City agrees to remove any and all plat notes regarding the ROW Reservation Area from the Preliminary Plat and Final Plat.
- (d) If (i) at the end of the Reservation Period, the City has not provided Owner with an Election Notice or (ii) if the City provides an Election Notice, but thereafter fails to (x) commence and complete construction of a public roadway within the ROW Reservation Area within one (1) year from the expiration of the Reservation Period, or (y) purchase the ROW Reservation Area from Owner within one (1) year from the expiration of the Reservation Period, then the reservation shall automatically terminate, Owner shall thereafter be allowed to use the land for its purposes without any further actions, and the City agrees to

remove any and all plat notes regarding the ROW Reservation Area from the Preliminary Plat and Final Plat.

- 2.4.5 Edward Burleson Lane Improvements.** Owner agrees to dedicate approximately 0.76 acres of land located along the western boundary of the Property, as more particularly described and/or depicted on *Exhibit E of Attachment "A"* attached hereto and made a part hereof to the City. Furthermore, Owner shall design, construct and pay to improve Edward Burleson Lane as more particularly described and/or depicted on *Exhibit E of Attachment "A"* attached hereto and made a part hereof ("Edward Burleson Lane Improvements"). Upon completion of the Edward Burleson Lane Improvements, Owner shall dedicate the Edward Burleson Lane Improvements to the City and once dedicated, the Edward Burleson Lane Improvements shall be maintained by the City.
- 2.4.6 Public Improvements.** It is hereby intended that the Traffic Improvements will be constructed generally in accordance with the development specifications set forth on the Public Improvement Construction Plans. To assist in the construction of the Traffic Improvements, the City will make available, at no cost to Owner, the right to use any rights of way or easements held by the City. If offsite easements are required and Owner is unable to obtain all required offsite easements, upon written request and documentation of a good faith effort, the City may consider using its powers of eminent domain to assist with easement/right of way acquisition.
- 2.5 Signs.** Notwithstanding other sign provisions in the Code, *Exhibit C of Attachment "A"* attached hereto shall constitute the sign regulations for the Property and shall govern all signage for the Property.
- 2.6 Property Phasing or Scheduling.** The Project may be developed in phases. Individual lots or pads may be developed as they are required by their end uses. Some lots may not be practically built on until public wastewater service becomes available to some or all of the lots with sufficient capacity to serve the end use.
- 2.7 Impervious Cover.** There shall be a total of no more than 85(%) impervious cover on the Property as a whole, impervious cover may be averaged over the entire Property allowing some lots increased impervious cover offset by lots with lesser impervious cover.
- 2.8 Drainage.** The Project shall comply with the Preliminary Drainage Plan.
- 2.9 Easements.** All lots will be granted an irrevocable easement along one or more shared access easements. These terms will be included in the Reciprocal Access Easement Agreement covering the Property.
- 2.13 Development Plan & Construction.**
- 2.13.1** The City hereby determines that, notwithstanding Section ___ of the PDD Ordinance, the PD Master Plan shall become non-effective if the Owner does not

commence construction of the initial phase of the Project within ten (10) years after the Effective Date. Once construction commences, the PD Master Plan shall be effective indefinitely.

2.13.2 In any event, the PD Master Plan shall remain in effect for at least ten (10) years unless Owner sooner requests that it be replaced or terminated.

2.14 Fees. Owner shall pay the City's standard application, review and development fees, as set out in the City's Fee Schedule Ordinance in effect as of the Effective Date. The City's consultant costs directly and exclusively related to this Agreement and PDD Ordinance No. 2023-36 shall be reimbursed by the Owner to the City.

ARTICLE III. UTILITY CAPACITY

The City hereby warrants and represents that the City commits to provide water and wastewater service to the Property, subject to execution of a separate utility agreement between Owner and the City. Furthermore, all water and wastewater utility infrastructure shall be constructed and operated in compliance with said separate utility agreement between Owner and the City.

ARTICLE IV. APPLICABLE RULES & REGULATIONS

4.1 Intent. The parties intend that this Agreement authorize certain Property uses and development on the Property; provide for the uniform review and approval of plats and development plans for the Property; provide exceptions to certain ordinances; and provide other terms and consideration. It is the intent of the City and Owner that these vested development rights include the character of land uses and the development of the Property in accordance with the standards and criteria set forth in this Agreement and the Code, as modified in accordance with the exceptions set forth in this Agreement.

4.2 Applicable Rules. Each application for a City Permit including a Site Plan, that may be filed with the City for the Project, shall comply with, and shall be reviewed, processed and approved, only in accordance with the terms of the ordinances that were in enacted on or before the Effective Date, except as modified by this Agreement, subject to the exceptions set forth below. The provisions of this Section shall not apply to the following types of City ordinances, rules, and regulations:

- (a) International building, fire electrical, plumbing, or mechanical codes of the type typically found in the City Code;
- (b) Ordinances and regulations for utility connections (other than with regard to utility capacity commitments described in Article III of this Agreement); and
- (c) Ordinances and regulations to prevent the imminent destruction of property or injury to persons.

Permit applications subject to (a), (b) and (c) above shall be evaluated according to ordinances in effect at the time of application for the individual permit. However, Owner

and City may agree that the applicable submission for a permit or approval be evaluated in accordance with the requirements of a subsequent City ordinance, regulation, or rule.

4.3. Owner's Right to Continue Development.

4.3.1 In consideration of Owner's agreements hereunder, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose:

- (a) any moratorium on building or development within the Property; or
- (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Property.

4.3.2 The preceding subsection does not apply to any temporary moratoriums uniformly imposed throughout the City due to an emergency constituting an imminent threat to public health or safety, provided that such moratorium will continue only during the duration of the emergency.

4.4. Approvals. The City agrees that preliminary plats, final subdivision plats and construction documents submitted in accordance with this Agreement will be reviewed, and processed in a timely manner and otherwise in accordance with the Code, as modified by this Agreement.

4.4.1 Construction plans consistent with the Code, as modified by this Agreement can be approved prior to approval of final plat.

4.4.2 The approval of the preliminary plat of all or a portion of the Property shall expire thirty six (36) months after the City's approval unless:

1. A corresponding final plat on the Property (or a portion of the Property) approved on the preliminary plat is filed; or
2. An extension is granted by the City.

4.5 Preliminary Plat. Sections 4.5 and Section 4.6 of this Agreement are replacing the platting process within the Code. The Project shall follow the process set forth in Sections 4.5 and 4.6 of this Agreement. Notwithstanding anything in the Code to the contrary, the Preliminary Plat for the Property, together with the Preliminary Drainage Plans and the Preliminary Infrastructure Plans shall be submitted at the same time to the City and together shall be deemed to serve as the Preliminary Plat. The Preliminary Drainage Plans and the Preliminary Infrastructure Plans will be used to develop the Public Improvement Construction Plans.

4.6 Final Plat. Final Drainage and Infrastructure Plans shall be submitted as the "Public Improvement Construction Plans" concurrently with the final plat for the Property. The City hereby agrees that the fiscal posting accompanying the final plat for the Property may be in the form of cash, bond, letter of credit or a construction completion agreement executed by Owner. The form of

the construction completion agreement shall be substantially in the same form as the agreement attached hereto as *Exhibit H of Attachment "A"*. The final plat shall be acknowledged and agreed and recorded by City prior to construction. For example, the order of sequence will be: 1) approval of the final plat by the City, 2) fiscal posting or execution of construction completion agreement, 3) recordation of the final plat, and 4) construction of improvements.

4.7 Wagon Wheel ROW. For purposes of platting, Wagon Wheel will be considered a public right of way and will be built to the standards set forth in the Design Standards and Warrants.

4.8 No Regulation Plan. The platting process for the Property shall not include a Neighborhood Regulation Plan because it is not necessary for this type of commercial development.

4.9 Site Development Plan Review.

A. **Purpose.** This section establishes a site plan review process for the Property. The purpose of the review is to ensure efficient and safe land development, harmonious use of land, compliance with appropriate design standards, safe and efficient vehicular and pedestrian circulation, parking and loading, and adequate water supply, drainage and storm water management, sanitary facilities, and other utilities and services.

B. **Applicability.** Site plan review and approval shall be required for new construction or the significant enlargement or alteration of any exterior dimension of any building, structure, or improvement within the Property.

As used in this section, the term "improvements" shall also include alterations made to land only, such as paving, filling, clearing, or excavating. As used in this section, the term "significant enlargement or alteration" shall mean the construction of structures, or the alteration of land, if such construction or alteration impacts or potentially affects other existing or future land uses, including those on adjacent or nearby land.

The City Manager shall make the initial determination of whether a proposed development, construction, enlargement, or improvement requires a site plan or not.

The site development plan must be prepared by a licensed and registered professional land surveyor, and/or a licensed professional engineer.

No building permit shall be issued for any of the above developments unless a site plan is first approved by the City. No certificate of occupancy shall be issued unless all construction and development conforms to the site plan as approved by the City. A public hearing on a site plan is not required.

The fee for a site plan will be determined by the City Manager.

C. **Site Plan Details.** The site plan shall contain sufficient information relative to site design considerations, including but not limited to the following:

1. Location of existing and proposed building(s), structure(s) or other improvement(s), as well as proposed modifications of the external configuration of the building(s), structure(s) or improvement(s),
2. Required front, side and rear setbacks from property lines,
3. Existing or proposed easements or right-of-way, within or abutting the lot where development is being proposed,
4. The dimensions of any street, sidewalk, alley or other part of the property intended to be dedicated to public use. These dedications must be made by separate instrument and referenced on the site plan,
5. On and off-site circulation (including truck loading and pickup areas) and fire lanes,
6. Required parking with dimensions given for layout.
7. Topography,
8. Grading,
9. Landscaping design,
10. The location and size of existing public water and wastewater lines, fire hydrants and manholes available to service the-proposed development; or, if public service is unavailable, the location and size of existing private on site water and wastewater facilities; and any proposed water and wastewater lines, fire hydrants and manholes required to serve the project,
11. Location of screening with dimensions and material used,
12. Engineering for streets and utilities,
13. The location of the 100-year flood plan on the proposed development site, if any,
14. Calculations, prepared by a licensed professional engineer, showing the storm water flow (e.g., rate, velocity, location) before and after the proposed construction. Calculations must take into account storm water that currently enters and exits the site,
15. Building elevations,
16. The location and ownership of adjacent properties,
17. If it is the intent to use groundwater under the land, a licensed engineer registered to practice in Texas must certify that adequate groundwater is available to serve the development, and
18. Location of dumpster(s) and screening for dumpster(s).

Provision of the above items shall conform to the principles and standards set forth in this Agreement.

D. **Principles encl standards for site plan review.** The City staff shall review the site plan for compliance with all applicable ordinances (as modified by this Agreement).

Based upon its review, the staff may approve, conditionally approve, request modifications, or deny the site plan based on evaluation of the site plan details with respect to the site plan's compliance with all provisions of the PDD Ordinance No. 2023-36, and other ordinances of the City of Bastrop including but not limited to off-street parking and loading, lighting, open space, and the generation of objectionable smoke, flames, noise, odors, dust, glare, vibration, or heat, as such

ordinances have been modified by this Agreement (including the Warrants and Development Standards).

4.10. Approval Process.

A. The Director of Planning and Development, or designee, shall review and approve, approve with conditions, or deny all site plans except for PD, CUP or other districts requiring public hearings. Any decision on a site plan with which the applicant disagrees may be appealed to the Planning and Zoning Commission as set forth in (B) below.

B. The City staff shall place the site plan on the regular agenda of the Planning and Zoning Commission within thirty (30) days after the request for appeal. If recommended for approval by the Planning and Zoning Commission, the site plan shall be deemed approved by the City. If the site plan is recommended for denial by the Planning and Zoning Commission, the applicant must request the site plan be placed on the City Council's agenda within ten (10) days from the date the appeal was denied by the Planning and Zoning Commission. The City Council shall have final approval or disapproval on all site plans which are appealed.

C. If development of a lot with an approved site plan has not commenced within five (5) years of the date of final approval of the site plan, the site plan shall be deemed to have expired. Said review and approval shall be evaluated according to the standards above, taking in to account all changes to applicable ordinances which have occurred subsequent to the prior approval of the site plan.

It is recognized that final architectural and engineering design may necessitate minor changes in the approved site plan. In such cases, the Director of Planning and Development shall have the authority to approve minor modifications of an approved site plan, provided that such modifications do not materially change the circulation and building location on the site, or any conditions specifically attached as part of a City Council approval.

ARTICLE V. TERM, ASSIGNMENT & AMENDMENT

5.1 Term. The term of this Agreement will commence on the Effective Date (as defined below) and continue in perpetuity, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City and Owner. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns of Owner that construct the improvements on the Property contemplated hereunder.

5.2 Amendment by Agreement. This Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written and recorded agreement by the City and the then current owner of the Property. In the event that the Property shall be owned by more than one owner, then this Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written and recorded agreement by the City and the owners of sixty (60%) of the land area of the Property; provided, however, that so long as Owner has an ownership interest in the Property, it shall be required to join in any cancellation, change,

amendment or modification of this Agreement.

5.3 Assignment.

5.3.1 This Agreement shall run with the land. All the Owners and all future owners of all or any portion of the Property, including, without limitation, any affiliates of Owners to which all or any portion of the Property is conveyed and contributed, shall have the benefits of this Agreement, and the Property may be developed as set forth herein without further action by the City; provided, however, that this Agreement may be amended as otherwise set forth herein.

5.3.2 If Owner assigns its rights and obligations as to a portion of the Property, then the rights and obligations of an assignee and Owner will be severable, and Owner will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one Owner, the City may pursue all remedies against that nonperforming Owner as a result of that nonperformance unless and to the limited extent that such nonperformance pertains to a City requirement that also is necessary for the performing Owner's project, which performing Owner may also pursue remedies against the nonperforming Owner.

5.3.3 Upon sale, transfer or conveyance of all or portions hereinafter described Property by the Owner thereof (the owner of each portion of the Property called "Owner" of such portion herein), the duties and obligations of the Owner, as it relates to the transferred Property, shall be assumed by the new owner, and the transferring Owner shall have no further liability relating to such transferred Property.

5.3.4 The sale, transfer or conveyance of all or portions of the hereinafter described Property by the Owner shall include restrictive covenants that subject the conveyed portions to the terms of this Agreement.

5.3.5 This Agreement touches and concerns the Property and runs with the land.

5.4 Cooperation

5.4.1 The City and Owner shall cooperate with each other as reasonable and necessary to carry out the intent of this Agreement, including, but not limited to the execution of such further documents as may be reasonably required.

5.4.2 The City agrees to cooperate with Owner, at Owner's expense, in connection with any waivers, permits or approvals Owner may need or desire from Bastrop County, the Texas Commission on Environmental Quality, the Texas Department of Transportation, or any other regulatory authority in order to develop the Project in accordance herewith.

5.4.3 In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any other actions taken hereunder, Owner and the City agree to

cooperate in the defense of such suit or claim, and to use their respective commercially reasonable efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. Each party agrees to pay its own legal fees in connection with any such third party claim.

ARTICLE VI. MISCELLANEOUS PROVISIONS

- 6.1 Necessary Documents & Actions.** Each party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary to effectuate the purposes and intent of this Agreement.
- 6.2 Severability.** In case one or more provisions contained herein are deemed invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions hereof and in such event, this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 6.3 Applicable Law.** This Agreement shall be construed under and in accordance with the laws of The State of Texas.
- 6.4 Venue.** All obligations of the parties created hereunder are performable in Bastrop County, Texas and venue for any action arising hereunder shall be in Bastrop County.
- 6.5 No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto (and their respective successors and assigns), any rights, benefits, or remedies under or by reason of this Agreement.
- 6.6 Duplicate Originals.** This Agreement may be executed in duplicate original, each of equal dignity.
- 6.7 Notices.** Until changed by written notice thereof any notice required under this Agreement may be given to the respective parties, by certified mail, postage prepaid or by hand delivery to the address of the other party shown below:

Owner:

BRP East, LP
100 E. Anderson Lane, Suite 200
Austin, Texas 78752
Attn: Steve Durhman

City of Bastrop:

City of Bastrop, Texas
1311 Chestnut Street
Bastrop, Texas 78602
Attn: City Secretary

- 6.8 Effective Date.** This Agreement shall be effective from and after the date of due execution hereof by all parties.
- 6.9 Binding Effect.** This Agreement and the PD Master Plan bind and benefit the Owner and its successors and assigns.

- 6.10 **List of Exhibits.** The following attachments and exhibits are attached hereto and incorporated into this Agreement for all intents and purposes.
- 6.11 **Force Majeure.** Owner and the City agree that the obligations of each party shall be subject to force majeure events such as unavailability of materials, labor shortages, natural calamity, fire or strike.
- 6.12 **Estoppel Certificates.** From time to time upon written request by any seller or purchaser of all or a portion of the Property, or any lender or prospective lender of the Owner or its assignees, the City shall execute a written estoppel certificate to such seller or purchaser stating, if true that the City has not given or received any written notices alleging any events of default under this Agreement.

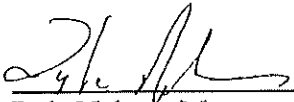
Attachment "A" – Planned Development District No. 2023-36 and Zoning Map

- Exhibit AProperty Legal Description
- Exhibit BPD Master Plan
- Exhibit CDevelopment Standards
- Exhibit C- 1Signage
- Exhibit C-1-1Multiple-Tenant Building
- Exhibit C-1-2Single-Tenant Buildings
- Exhibit C-2.....Inline Shop Space & Anchor/Junior Anchor
Building Elevations Front, Side & Rear
Elevations
- Exhibit C-4.....Plaza Area
- Exhibit C-5.....Parking Lot Lighting
- Exhibit C-6.....Anchor/Junior Anchor/Inline Outside Sales
& Display Areas
- Exhibit C-7.....Landscaping
- Exhibit DWarrants
- Exhibit EEdward Burleson Improvements
- Exhibit F.....Wagon Wheel Improvements
- Exhibit G.....Blakely Lane
- Exhibit H.....Form of Completion Agreement

[Signatures on following page.]

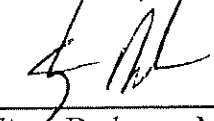
THE UNDERSIGNED PARTIES HEREBY EXECUTE THIS AGREEMENT :

CITY OF BASTROP, TEXAS:

by: 
Lyle Nelson, Mayor

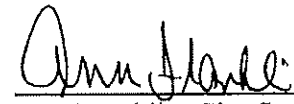
10/13/2023
Date of Execution

BRP EAST, LP

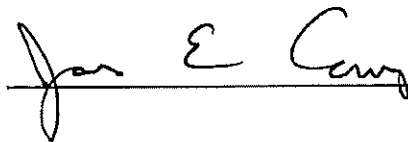
by: 
Steve Durham, Manager

9/28/23
Date of Execution

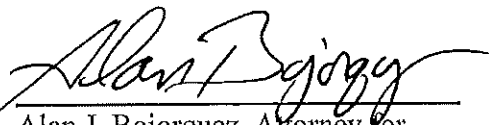
ATTEST:

by: 
Ann Franklin, City Secretary

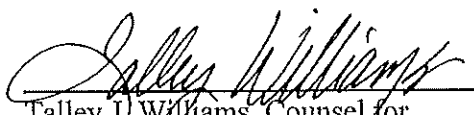
ATTEST:

by: 
Jan E. Camp

APPROVED AS TO FORM:

by: 
Alan J. Bojorquez, Attorney for
City of Bastrop, Texas

APPROVED AS TO FORM:

by: 
Talley J. Williams, Counsel for
BRP EAST, L.P.

STATE OF TEXAS §

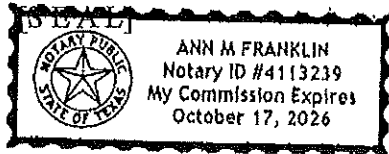
§

COUNTY OF BASTROP §

This instrument was acknowledged before me on this 3rd day of November, 2023, by Lyle Nelson, Mayor of the City of Bastrop, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

Ann M Franklin

Notary Public, State of Texas



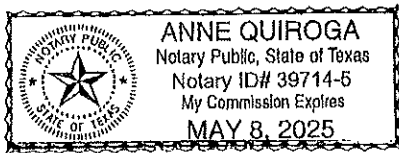
STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 31 day of NOVEMBER, 2023, by Steve Durham, a person known to me, in his capacity as Manager of BRP East GP, LLC, a Texas limited liability company, in its capacity as the General Partner of BRP East, L.P., a Texas limited partnership, for and on behalf of said limited partnership.



Notary Public, State of Texas

[S E A L]



ATTACHMENT "A"

EXHIBIT "A"

PROPERTY

ATTACHMENT "A"

EXHIBIT "B"

PD MASTER PLAN

ATTACHMENT "A"
EXHIBIT "C"
DEVELOPMENT STANDARDS

ATTACHMENT "A"

EXHIBIT "D"

WARRANTS

ATTACHMENT "A"

EXHIBIT "E"

EDWARD BURLESON IMPROVEMENTS

ATTACHMENT "A"

EXHIBIT "F"

WAGON WHEEL IMPROVEMENTS

ATTACHMENT "A"

EXHIBIT "G"

BLAKELY LANE

ATTACHMENT "A"

EXHIBIT "H"

FORM OF COMPLETION AGREEMENT

Exhibit A
Property

LEGAL DESCRIPTION – 19.81 ACRE TRACT

BEING 19.81 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 WILLIAMSON COUNTY, TEXAS (O.P.R.B.C.TX.) AND DESCRIBED AS 30.00 ACRES, IN VOLUME 640, PAGE 14, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.B.C.TX.); SAID 19.81 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A CONCRETE MONUMENT (GRID NORTHING: 10,018,464.87 U.S. SURVEY FEET, GRID EASTING: 3,240,280.48 U.S. SURVEY FEET) ON THE SOUTH LINE OF A TRACT OF LAND OWNED BY LLOYD F. KETHA, DESCRIBED AS A 322.78 ACRE TRACT IN BASTROP COUNTY APPRAISAL DISTRICT RECORDS (NO RECORDING INFORMATION), FOR THE COMMON NORTH CORNER OF THIS TRACT AND 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, AT A DISTANCE OF 1492.10 FEET PASSING A 3/8-INCH IRON ROD AND CONTINUING FOR A TOTAL DISTANCE OF 1494.52 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 71 (VARIABLE WIDTH RIGHT-OF-WAY), BEING ON A CURVE TO THE LEFT, FOR THE COMMON SOUTH CORNER OF THIS TRACT AND SAID SETTLEMENT ON THE COLORADO SUBDIVISION;

THENCE WITH THE SOUTH LINE OF THIS TRACT AND THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 71 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) WITH SAID CURVE TO THE LEFT, HAVING A RADIUS 5358.71 FEET, AN ARC LENGTH OF 415.34 FEET, A CENTRAL ANGLE OF 04 DEGREES 26 MINUTES 27 SECONDS, AND A CHORD THAT BEARS NORTH 89 DEGREES 58 MINUTES 45 SECONDS WEST, A DISTANCE OF 415.24 FEET TO A TXDOT TYPE 1 MONUMENT FOUND (DAMAGED) WITH BASE INTACT, AND

2) SOUTH 87 DEGREES 46 MINUTES 13 SECONDS WEST, A DISTANCE OF 190.23 FEET TO A 1/2-INCH IRON ROD WITH YELLOW CAP STAMPED "CHAPARRAL BOUNDARY" FOUND AT A FENCE POST FOR THE SOUTHWEST CORNER OF THIS TRACT, SAME BEING THE INTERSECTION OF SAID STATE HIGHWAY 71 AND EDWARD BURLESON ROAD, ALSO BEING THE SOUTH EAST CORNER OF BURLESON CROSSING, A SUBDIVISION OF RECORD IN BASTROP COUNTY IN PLAT BOOK 5, PAGE 14A, P.R.B.C.TX.;

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

1) NORTH 02 DEGREES 13 MINUTES 44 SECONDS WEST, A DISTANCE OF 1385.43 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;

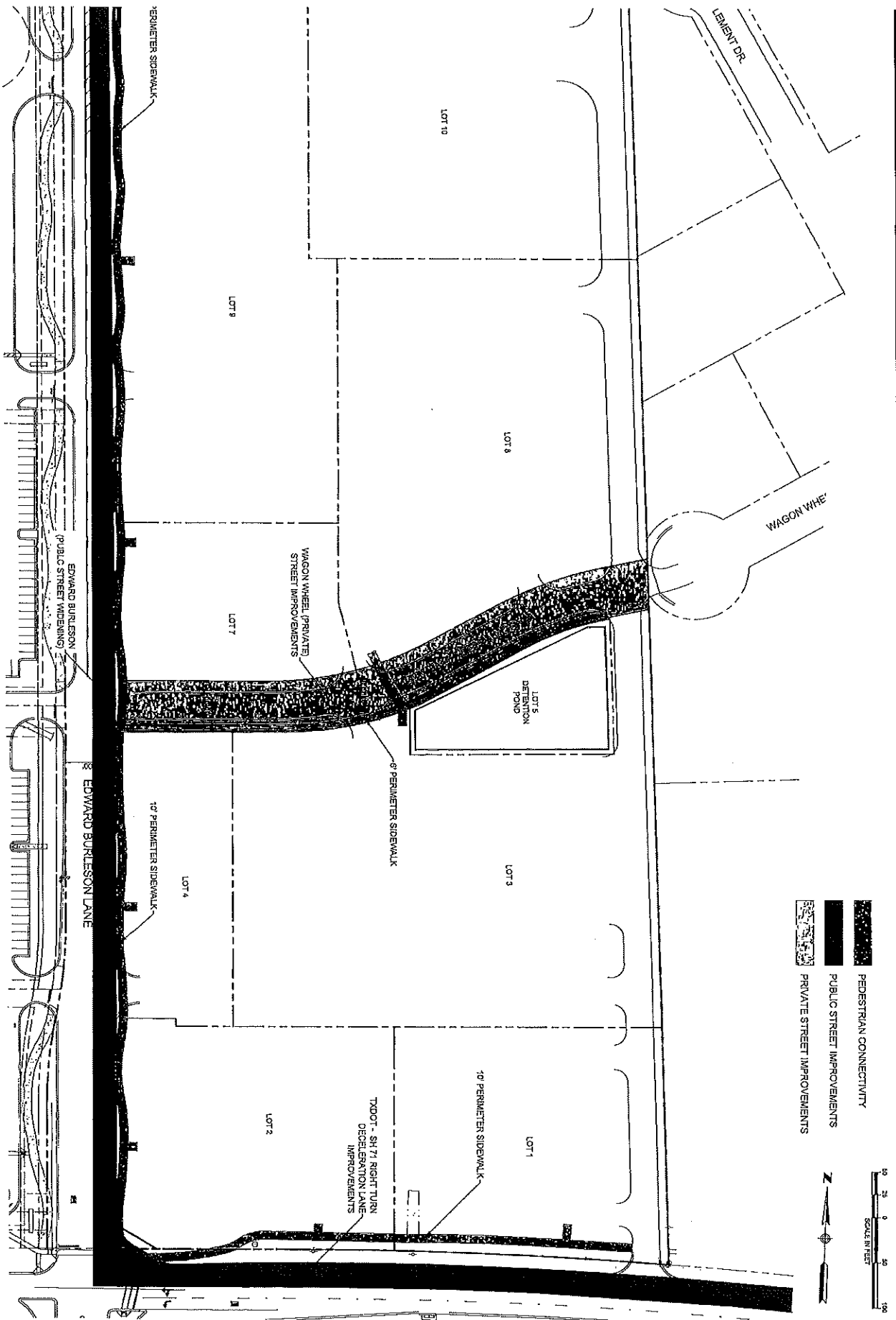
THENCE NORTH 87 DEGREES 57 MINUTES 26 SECONDS WEST, WITH THE NORTH LINE OF THIS TRACT AND THE SOUTH LINE OF SAID KETHA 322.78 ACRE TRACT, A DISTANCE OF 537.08 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.81 ACRES OF LAND, MORE OR LESS.




Matt Overall

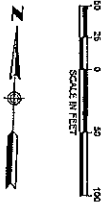


Matt Overall
June 17, 2022
Registered Professional Land Surveyor No. 6864
LJA Surveying, Inc.
7500 Rialto Blvd, Building II, Suite 100
Austin, TX 78735
(512) 493-4700
TBPLS No. 10194382

Exhibit B
PD Master Plan



-  PEDESTRIAN CONNECTIVITY
-  PUBLIC STREET IMPROVEMENTS
-  PRIVATE STREET IMPROVEMENTS



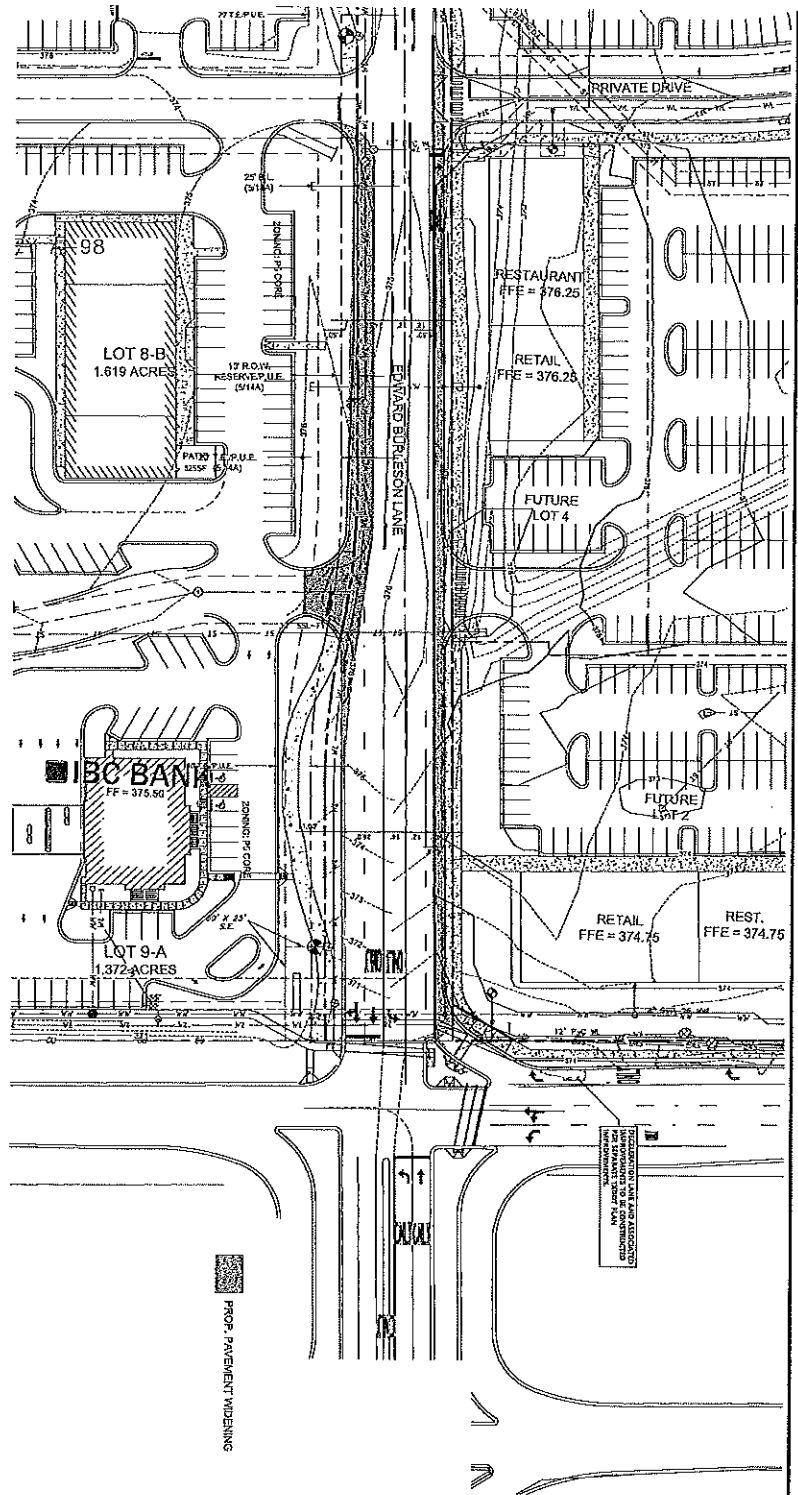
JA Engineering & Surveying, Inc.
 6 Highway 293 West
 Lot 153
 Sp, Texas 78735
 Phone 512.433.4700
 Fax 512.433.4715
 TRNF-1359

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DATE: _____
 DESIGNED BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 DRAWING NAME: _____

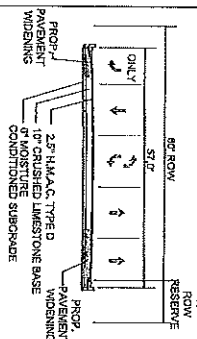
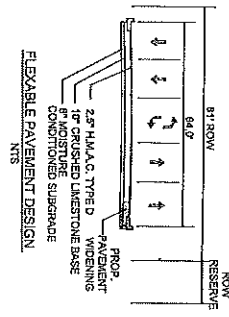
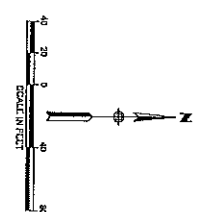
BURLESON CROSSING SITE PLAN
PLANS FOR SITE IMPROVEMENTS
 PD CONCEPTUAL PLAN

EASTING	SURFACE NORTHINGS	SURFACE EASTING	ELEVATION	DESCRIPTION
3230051.98	1001882.76	3230748.07	377.21	MAXIMUM VERTICAL SHIFTER STAMPED "LJA SURVEY"
3230056.00	1001798.37	3230702.00	376.29	MAXIMUM VERTICAL SHIFTER STAMPED "LJA SURVEY"



PROPOSED TO BE PAVED AND ASSOCIATED WITH THE IMPROVEMENTS TO BE IMPLEMENTED IN THIS PROJECT.

PROP. PAVEMENT WIDENING



NOTES:
 1. PAVEMENT DESIGN SECTION ABOVE IS FOR GEOTECHNICAL INVESTIGATION. PREPARED BY TERRACON CONSULTING ENGINEERS, INC. (SEE ATTACHED REPORT NO. TERRACON 03-001-001) FOR THE PROJECT NO. 03-001-001. DATE: 03/21/07.

Engineering, Inc.
 3150 Boulevard
 315, Suite 100
 Texas 78735

Phone 512.439.4100
 Fax 512.439.4216
 FRS-41355

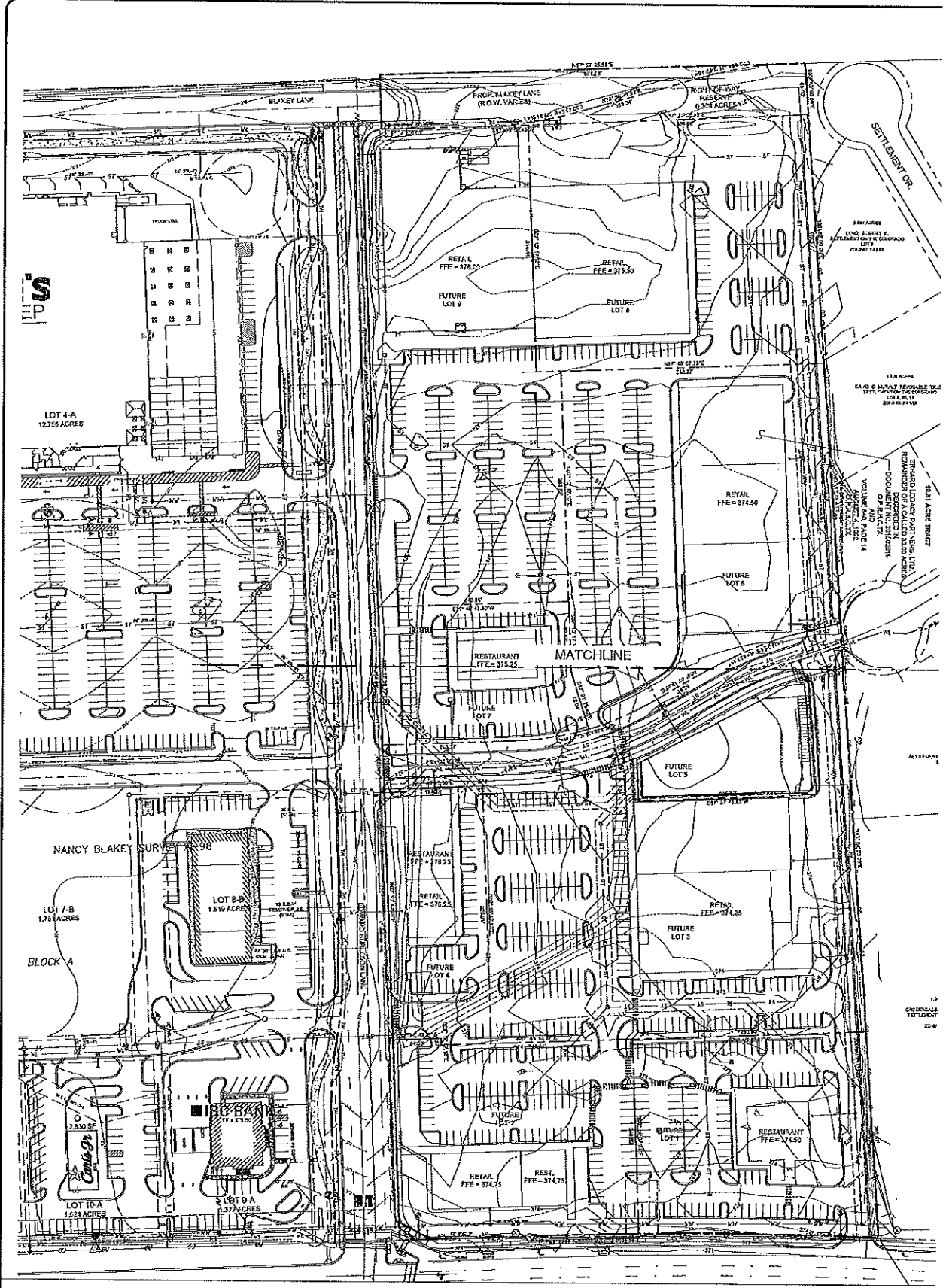
DATE	BY	DESCRIPTION	DATE

DESIGNED BY: _____
 DRAWN BY: _____
 CHECKED BY: _____

DRAWING NAME: 2.4.2.03-02-0002

BURLESON CROSSING EAST
 EDWARD BURLESON LANE IMPROVEMENTS

Exhibit F
Wagon Wheel Improvements



EXHIBIT

SYMBOL	DESCRIPTION
○	PROPOSED LIGHTING
○	PROPOSED SIGNAGE
○	PROPOSED LANDSCAPING
○	PROPOSED UTILITIES
○	PROPOSED DRIVEWAYS
○	PROPOSED SIDEWALKS
○	PROPOSED BIKEWAYS
○	PROPOSED FENCE
○	PROPOSED WALL
○	PROPOSED CURB
○	PROPOSED GROUND COVER
○	PROPOSED TREES
○	PROPOSED SHRUBS
○	PROPOSED GRASS
○	PROPOSED ASPHALT
○	PROPOSED CONCRETE
○	PROPOSED BRICK
○	PROPOSED STONE
○	PROPOSED METAL
○	PROPOSED GLASS
○	PROPOSED WOOD
○	PROPOSED OTHER

Exhibit C
Development Standards

EXHIBIT "C"

DEVELOPMENT STANDARDS BURLESON CROSSING EAST
BASTROP, TEXAS

GENERAL DEVELOPMENT STANDARDS

A. Building Exteriors

The exterior walls of the buildings within the Project shall be constructed of at least ninety percent (90%) Masonry (as defined below) or glass (exclusive of storefronts and other openings). Furthermore, the exterior walls of the in-line shop space buildings shall be generally comparable to the architectural renderings shown in *Exhibit "C-2"*.

1. For purposes of this Exhibit "C", "Masonry" shall be defined to include the following:
 - a. Natural stone
 - b. Manufactured masonry or simulated stone
 - c. Brick
 - d. Concrete masonry units (CMUs)
 - e. Stucco/plaster (Synthetic Stucco may be used in detail applications only), and/or
 - f. Concrete which shall be sandblasted, sealed/stained or textured/painted.
2. If natural stone is utilized, it shall come from sources within the regional proximity of Bastrop (with a concerted effort to incorporate stone such as that used in the City wall feature located at the corner of State Highway 71 and Highway 150), and may be used in varying sizes and shapes throughout the Project.
3. Brick will be chosen in natural colors to be compatible or complimentary with the natural stone.
4. Stucco/plaster/synthetic stucco in general will be integrally colored in hues and tones pulled from and compatible with the natural colors found in the stone. However, other colors may be introduced in specific small areas when necessary to accomplish the design theme for the Project.
5. Concrete and/or CMUs may be used in any of several finishes ranging from exposed to textured and painted in an effort to resemble a stucco finish. Colors for the textured/painted surfaces shall follow the requirements in #4 above.

B. Accents

In addition to the Masonry above, buildings may have simulated wood accents, Hardy Plank or other similar products to further the theme of the Project.

The ten (10%) percent portion of exterior walls which are not Masonry or glass provided for in Section A above may incorporate a variety of other materials as architectural elements that could include, but not be limited to, non-reflective corrugated steel panels, glass block or other materials that are compatible with the overall design and use for the specific area in which they

are placed, as determined by reasonable mutual agreement between the City and Owner.

C. Materials Pallet

All buildings will be constructed to follow a consistent architectural theme with building materials consistent with those outlined above and previously used in the adjacent Burleson Crossing Shopping Center. Prior to the construction of any buildings, if it is intended that building material(s) other than those previously used in the construction of the adjacent Burleson Crossing Shopping Center are to be used/incorporated, a materials pallet shall be submitted to the City's Director of Planning for approval, which approval shall not be unreasonably withheld or delayed. It is hereby acknowledged and agreed that the materials pallet used for the adjacent Burleson Crossing Shopping Center are hereby approved without any further action being required.

D. Customer Entrances Areas & Storefronts

Portions of all buildings within the Project shall incorporate elements such as:

1. Canopies, porticos and/or overhangs;
2. Recesses, projections and/or arches;
3. Entrances framed by outdoor pedestrian features or enhanced landscaping;
4. Planter boxes or wing walls that incorporate landscaped areas and/or sitting areas;
5. Enhanced pedestrian surfaces on a portion of the sidewalks adjacent to buildings; and/or
6. Other features such as canopies, tallies, pergolas, or awnings on portions of the front facade and sidewalk areas. In some cases these may be no more than minor shading devices, but in other situations they may be large enough to provide shade for outdoor seating. Permitted materials for these include, but shall not be limited to, steel, wood, and canvas.

The majority of the storefronts (non-structural areas on the front, sides and rear of buildings intended to be used for the display of tenants' merchandise or services) will be framed with typical pre-finished aluminum components. The color of the finishes may vary as the facade materials vary from stone to brick, etc. in an attempt to add variety and interest at the pedestrian level. Glass will be clear and/or lightly tinted with no reflective type glazing allowed.

E. Roofing

Materials for the roof areas include Reinforced EPDM Membrane, .45 Mill or alternative appropriate material, or other similar type rubber roof system.

F. Pedestrian Connectivity

Walkways shall be designed to allow maximum pedestrian mobility within the Project. All sidewalks will be designed to allow pedestrians to freely access all buildings and areas within the Project. Sidewalks shall be typical concrete construction, provided however that fifteen (15%) percent of the sidewalk area around the building will be constructed with brick and/or stone paving, scored/stained concrete, and/or integrally colored concrete. These accent areas are intended to emphasize important intersections, building entrances and desirable pedestrian routes. All interior sidewalks shall be a minimum of four (4) feet in width. Sidewalks not located adjacent to store fronts, loading areas, or other high pedestrian traffic areas, as well as trails may be constructed with concrete, decomposed granite or other similar type material. Handicap ramps and decorative crossings will be constructed in compliance with the Americans with Disabilities Act.

Sidewalks shall be constructed along all public rights-of-way adjacent to the Project except for the future Blakey Lane, shall be a minimum of six (6) feet in width and constructed to City standards. The Warrants (as defined in the Agreement) address several items related to sidewalks and are hereby incorporated by reference.

G. Railings

Guardrails, handrails, and any other miscellaneous site related railings that may be required per Code or for aesthetic reasons may be constructed of masonry or metal with wood as accent material only.

H. Lighting

Site Lighting is divided into two components: General Lighting and Pedestrian Lighting. General Lighting refers to illumination of large portions of the parking areas, while Pedestrian Lighting refers to those areas along building fronts, plazas, outdoor dining areas, boulevards, and areas where a smaller scale light is generally appropriate. Lighting shall not flash, blink, or move in any way. Lighting shall not produce direct off-site glare. Security lighting must be designed to avoid glare and should be directed downward. Service area lighting must be screened to contain light within service areas. Pedestrian Lighting may vary in intensity and should be designed to add interest to portions of the accent landscaping and architecture features. Lighting foot-candles should be less than one (1) foot-candle along the perimeter of the Project, excluding lighting required by and the City and/or State of Texas for streets and roads.

1. Fixture types used for General Lighting must be cut-off so that the source of the illumination is shielded from view to the maximum extent possible as reasonably approved by the Planning Department. General Lighting fixtures will be mounted no higher than 35' (excluding the pole bases which shall be approximately 3' high) above the adjacent finished grade. The Parking lot lighting fixture types to be used for General Lighting as shown on *Exhibit "C-5"* shall be deemed to be in compliance with the requirements of this Exhibit "C".
2. The Pedestrian Lighting will be accomplished in the aforementioned areas with fixtures mounted no higher than 25' feet above grade. The Plaza area will have approximately 12' light poles, and may include bollard lighting.
3. Further information regarding the location and number of lighting fixtures will be provided at the site development permit phase.

I. Service and Loading Areas: Equipment

All loading and service areas, truck docks, trash and recycling collection areas shall be screened from view from adjacent public streets, in accordance with this Exhibit "C" and to the extent not covered by this Exhibit "C", in accordance with the Code. Screening shall be accomplished by walls with complimentary landscaping that is compatible with the Project design. Screen wall materials shall be either clay fired brick, stone, concrete or CMU, and shall be a color that is consistent or complimentary with the color of the primary building. Exposed conduit, ladders, utility boxes and drain spouts shall be painted and shall match the color of the building or be a

complimentary accent color. Notwithstanding the foregoing, natural metal finishes are an acceptable alternative to paint. Mechanical equipment mounted on roofs shall be screened by an appropriate building element such as a parapet wall, ornamental tower, or pitched roof to the extent that such mechanical equipment is not readily visible from any street level location [exclusive of State Highway 71 (which is elevated above the Project)] within or immediately adjacent to the Project.

J. Drive-through facilities

1. Circulation shall allow for adequate length of stacking for drive-through facilities and not interfere with the movement of traffic.
2. Drive-through lanes shall be to the side or rear of the building which they serve.

K. Building Height

1. Except for entryways or tower features, the maximum height of roof line or roof line parapet wall of buildings shall not exceed sixty feet (60') above the average finished grade adjacent to all sides of the building.
2. Entryways and tower features on buildings shall not exceed seventy feet (70') above the average finished grade adjacent to all sides of the building.

L. Building Articulation/Renderings

Horizontal articulation will be achieved through the use of projecting canopies, awnings, masonry pilaster or accents, or with changes of materials and colors. Canopies may be freestanding trellis elements or extended as a fixed facade element. Vertical articulation will be achieved by creating stepped parapets, towers or vertical feature elements that extend above and back over the primary roof structure. If the in-line shop space buildings are built generally in accordance with the quality of design and materials shown on *Exhibit "C-2"*, then such buildings shall be deemed to be in compliance with the requirements of this Exhibit "C" and the Agreement and all applicable design, signage, and other guidelines set forth in the Code.

M. Side/Rear Elevations

Notwithstanding the requirements in Paragraph L above, where the side or rear facade of any building directly faces (i.e. is not partially or totally obstructed by another building, pad site or the detention pond) either Highway 71, Edward Burleson Road or Wagon-Wheel Extension, then such rear or side facade shall be designed with architectural elements generally in accordance with the quality of design and materials shown on *Exhibit "C-2"* attached hereto. All other rear or side facades for buildings within the Project shall be designed with architectural elements generally in accordance with the quality of design and materials shown on *Exhibit "C-2"* attached hereto.

N. Zero Lot Line Condition

In-line shop space buildings may have common building walls along common property lines. Where a continuous row of buildings break, the required side yard setback shall be observed. Within the side yard, pedestrian walkways, patios, plazas and the like are encouraged. Additionally, at the end of a grouping of buildings, vehicular driveways may occur.

O. Detention Pond

The detention pond shown on the Concept Plan shall be constructed generally in accordance with the preliminary drainage plan approved by the City in Application No. 22000271.

GENERAL SIGNAGE STANDARDS

The pylon and/or monument signs constructed for the Project (other than signs for pad site users, as described below) will follow the design concepts illustrated by the Project's name "Burleson Crossing" and/or "Burleson Crossing East" and this Exhibit "C". The pylon and/or monument sign designs will incorporate shapes, forms, scale and materials that would be associated with the theme of the Project and the associated building architecture. The pylon and/or monument sign structure for the Project will be constructed with all or any of the following materials: stone masonry, core tin, galvanized steel and painted metal.

Pylon and/or monument signs shall be illuminated by (i) ground-mounted fixtures, (ii) internally illumination, or (iii) internally illuminated channel letters with reverse channel, halo, plex face with diecut graphics or routed panel with push-through letters.

To the extent of a conflict between the terms of this Exhibit "C" and the City's Sign Ordinance, the terms of this Exhibit "C" shall control.

A. Pylon Signs

For the purpose of directing customers and traffic to the Project, one (1) double-sided free-standing pylon signs may be installed and maintained by Owner located along State Highway 71. The free-standing sign shall have a Masonry base, such Masonry to be consistent with the Masonry and design standards applicable to the Project pursuant to the architectural guidelines, and will be built generally in accordance with the sign elevation depicted on *Exhibit "C-1"*. Entrance signs shall incorporate materials and colors that are complementary to the overall design of the Project.

The freestanding pylon sign shall not exceed forty-eight (48) feet in height.

The total Sign Area of each side of such freestanding pylon sign shall not exceed (i) two hundred twenty-five (225) square feet for two anchor tenants, plus (ii) thirty (30) square feet each for up to six (6) co-anchor tenants, plus (iii) ninety (90) square feet for a Project identification panel. "Sign Area" is defined herein as the number of square feet contained within the smallest single polygon that will encompass the actual lettering and any logo on one face of the sign, a logo being measured using a separate polygon or circle from the polygon containing the lettering. The portions of a structure on which the sign is located shall not be counted as part of the Sign Area provided they are not contained within the polygon, as generally shown on *Exhibit "C-1"*.

B. Signs for Pad Site Users on Highway 71

In addition to the freestanding pylon signs permitted in subparagraph (A) above, one (1) double-sided pylon sign or monument sign for each pad site user whose southern property line abuts Highway 71 or Edward Burleson Road within the Property will be permitted as generally depicted on *Exhibit "C-1"*. Such signs shall not exceed thirty (30) feet in height and the Sign Area (as defined above) of each sign shall not exceed 150 square feet per side.

Notwithstanding the above, in the event (i) a pad site provides for multiple users, or (ii) two pad site users elect to combine their signage, such users may, at their sole option, be allowed to share one (1) dual beaded or dual paneled pylon sign which shall not exceed thirty (30) feet in height and the Sign Area (as defined above) of such combined sign shall not exceed 250 square feet per side.

C. Building Signage

All tenants/users at the Project within a multiple-tenant building shall be allowed to install signage on each exposed building façade that adjoins such tenant/user at a ratio not to exceed 1.5 square feet of sign area per linear foot of such building façade, as illustrated by the examples on *Exhibit "C-1-1"* attached hereto.

All tenants/users at the Project within a single-tenant building (including pad sites) shall be allowed to install signage on each exposed building façade that adjoins such tenant/user at a ratio not to exceed 2.5 square feet of sign area per linear foot of such building façade, as illustrated by the examples on *Exhibit "C-1-2"* attached hereto.

OUTDOOR SALES, STORAGE AND DISPLAYS

A. Anchor Tenants

1. Areas that are enclosed for security purposes and are generally in line with the primary facade of the Building (e.g. Anchor Tenant's outdoor home and garden sales area) shall not be considered "outdoor sales", "displays", or "open storage" for purposes of regulation under the Code or this Exhibit "C".
2. Anchor Tenant's shall also be allowed to have outdoor sales, displays and open storage within designated areas, provided that such areas are adequately enclosed (temporarily or permanently) for security purposes, but may be constructed of a material that allows visibility of the items within such areas.

B. Remainder of the Project

In addition to the items set forth in A. immediately above, non-enclosed outside sales and displays within the Project are permitted:

1. in front of a store on a sidewalk area and/or under canopies, awnings or other overhangs; and
2. away from a building, including in a parking lot, provided that such use away from a building may not occur any more often than four (4) times in a year and may not continue for more than four (4) weeks on any one of such occurrences.

Examples of the foregoing outdoor sales, storage and display areas are illustrated on *Exhibit "C-6"* attached hereto.

LANDSCAPE DESIGN STANDARDS

The landscaping and hardscape features will generally follow design concepts that further the perception of the theme of the Project and the illustrations set forth on *Exhibit "C-7"*. The Property shall have permanent landscape, irrigation, and improved open space areas that are not covered by paving or structures unless specifically designated by Owner as natural open space.

The landscaping within the Project shall be in accordance with the terms set forth in this Exhibit "C", and to the extent not covered by this Exhibit "C", in accordance with the Code with the Warrants that have been approved.

General Requirements

In addition to the basic landscape requirements established in the City's Landscape Ordinance, the Project shall provide the following landscape amenities, subject to the Warrants that have approved:

1. Enhanced landscape features at all major road intersections, which may include, but not be limited to, boulders and stone fences.
2. Landscaped end islands and medians in and along drives and in the parking areas shall be designed generally in accordance with the depictions set forth in *Exhibit "C-7"* of the Agreement.
3. 50% of the trees in the tree zone along the frontage of State Highway 71 (as shown on *Exhibit "C-7"* of the Agreement) shall be shade trees.
4. Enhancements shall be made to the "Plaza" area located in the original Burleson Crossing Shopping Center (as depicted on *Exhibit "B-1"* of the Agreement) which shall include additional seating, canopy, decorative kid benches, wayfinding signage and other features agreeable to the City and BRP.

Trees shall be planted to avoid interference with streetlights, signage and other fixtures.

Trees shall be kept out of street intersection sight triangles at a minimum of thirty-five (35) feet by thirty-five (35) feet as measured from the face of curb.

Trees shall be planted no less than five (5) linear feet (whether horizontal or on an angle) from underground utilities and fifteen (15) feet from overhead lines.

Trees shall be planted no less than five (5) linear feet (whether horizontal or on an angle) from fire hydrants.

Any landscaping or other improvements, including irrigation, proposed to be located within public rights-of-way shall require separate approval of a license agreement(s) by the City.

Plant Material Palette

Plants and other plant materials used in the Project shall be chosen for hardiness to the Project's climate, and will foster the Central Texas plant style as opposed to the "anywhere USA" look. At least 80% of

plant material used in the Project will consist of native or adaptive plant material.

Caliper size, height, measurement, and other plant specifications shall be in accordance with *Exhibit "C-7"* of the Agreement.

Irrigation Standards

All landscaped areas shall be supported by an automatic irrigation system, which may be a spray, soaker, or drip type system. A pressure-type vacuum breaker shall be required with the installation of all sprinkler systems. In addition, the irrigation system must include a rain sensor and a freeze sensor. All irrigation systems and landscaped areas shall be designed, constructed, and maintained so as to promote water conservation and minimize water overflow or seepage into the street, sidewalk, or parking areas.

1. Owner shall be responsible for the irrigation of all required landscape areas and plant materials, with exception of (i) natural areas and (ii) xeriscape plantings after the first two (2) years, utilizing one or a combination of the following methods:
 - a. An automatic underground irrigation system (conventional spray, bubbler, etc.), equipped with a rain sensor that automatically turns off the system when it has rained sufficiently.
 - b. An automatic water-saving irrigation system (drip, porous pipe, leaky pipes etc.) equipped with a rain sensor that automatically turns off the system when it has rained sufficiently.
 - c. A hose attachment within one hundred (100) feet of all required landscape areas and plant materials.
2. The irrigation method used shall be in place and operational at the time of the landscape inspection for certificate of occupancy and shall be maintained and kept operational at all times to provide for efficient water distribution.
3. Landscape areas utilizing xeriscape plants and installation techniques, including areas planted with native grasses and wildflowers, may use a temporary and above ground system and shall be required to provide irrigation for the first two (2) years only.
4. Trees shall be irrigated by a bubbler head to ensure sufficient water concentration.

Open Space

All parcels: (i) for which a building permit and a Certificate of Occupancy have been issued, and (ii) which do not contain buildings, structures, parking lots, sidewalks, site furniture or other improvements (including, but not limited to, front, side and rear building set back areas, and all areas between the curb line and the property line) must be planted and landscaped in accordance with any applicable provisions of this Exhibit "C". All such landscaped areas not planted in groundcover or shrub beds shall be planted in grasses. Over seeding in fall with cool season native grasses is allowed.

Utility easement areas shall be landscaped generally consistent with other landscaped areas, to the extent allowed by the respective utility company and in compliance with this Exhibit "C".

General Landscape Buffer and Screening Requirements

Landscape buffer and screening requirements established in the Code and in this Exhibit "C" shall apply for ground mounted equipment, dumpsters, trash receptacles, refuse storage containers, loading docks, substations, large utility cabinets, and similar structures located behind the screen wall in order to adequately screen from view of the public right-of-way and parking lot.

Service areas shall be visually screened from all public rights-of-way. Acceptable methods of screening include walled entrances, landscaping and depressed service areas.

To the extent of a conflict between the terms of this Exhibit "C" and the Code (as modified by the Warrants), the terms of this Exhibit "C" shall control.

Further details regarding landscaping and irrigation within the Project shall be provided at the site development permit phase.

The following exhibits illustrate several of the concepts, improvements and/or design features referenced in this Exhibit C:

Exhibit "C-1": Signage

Exhibit "C-1-1": Multiple Tenant Building Signage

Exhibit "C-1-2": Single Tenant Building Signage

Exhibit "C-2": Building Elevations

Exhibit "C-3": Intentionally Deleted

Exhibit "C-4": Plaza Area

Exhibit "C-5": Parking Lot Lighting

Exhibit "C-6": Outside Sales/Display Area

Exhibit "C-7": Landscaping

Exhibit C-1

Signage

These are examples of the pylon signage and building signage that is currently used in Burlison Crossing. This will be replicated in Burlison Crossing East.

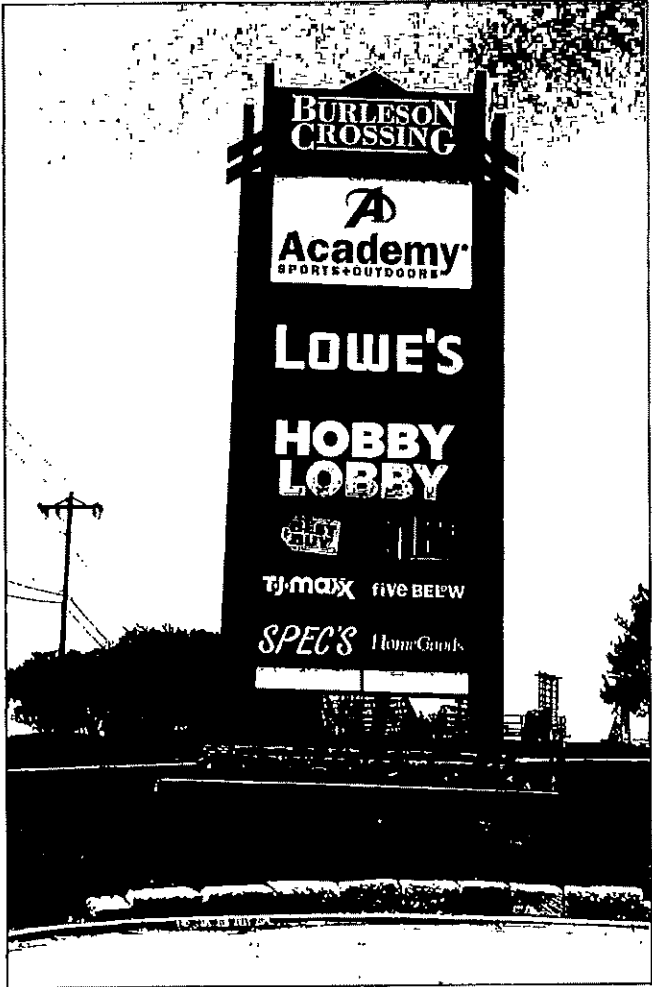


EXHIBIT "C-1-1"
Multiple-Tenant Building

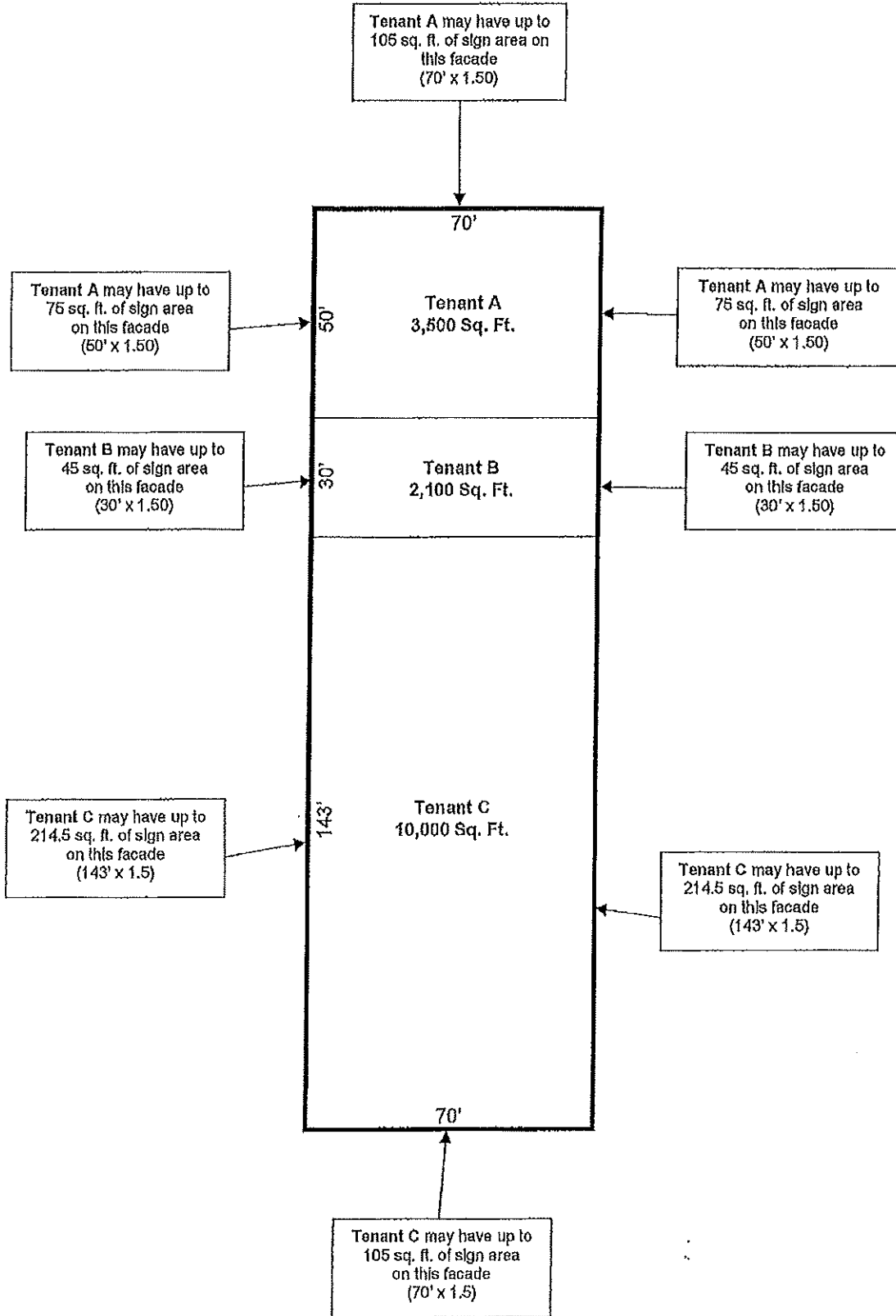


EXHIBIT "C-1-2"
Single-Tenant Buildings

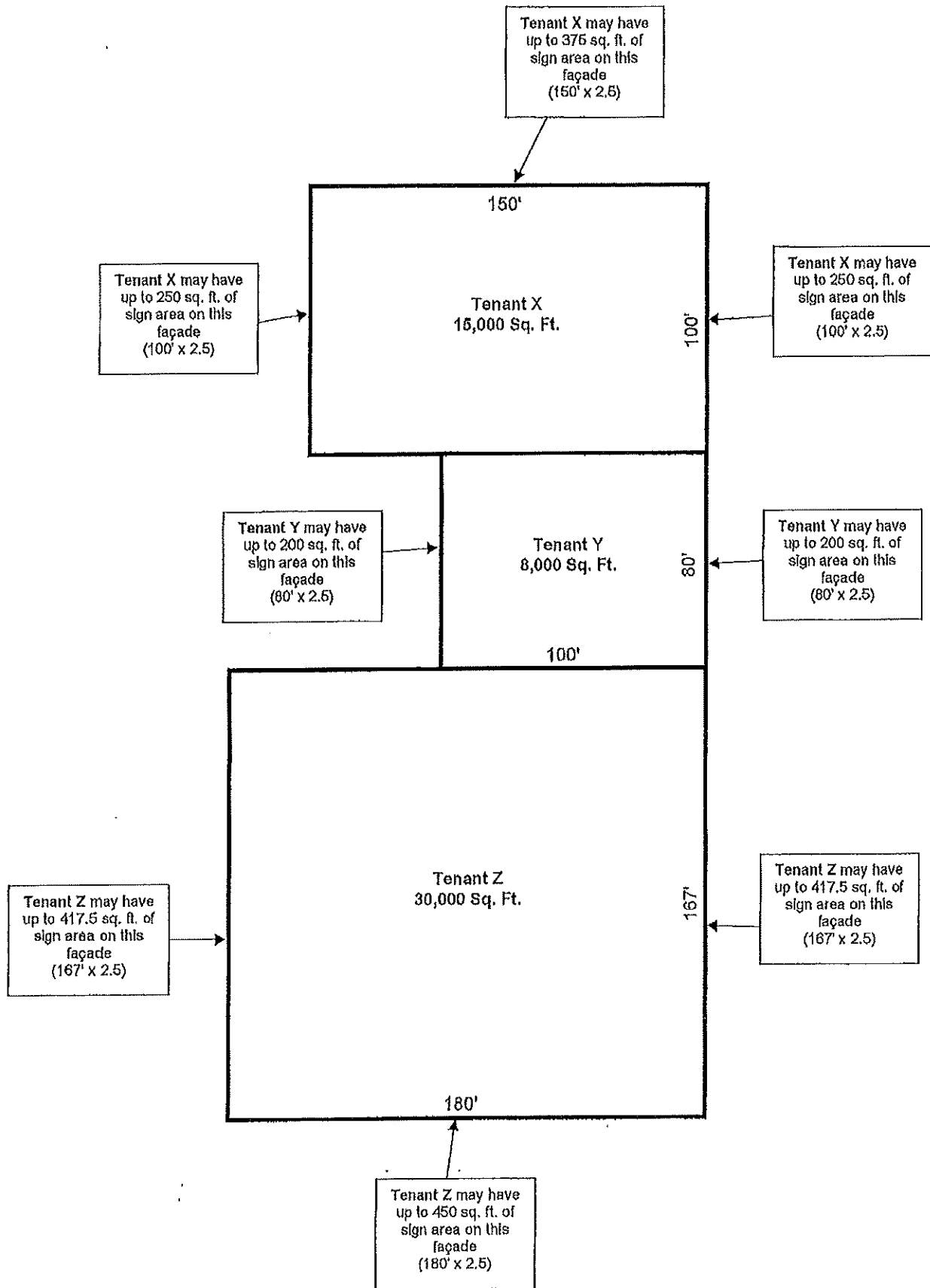


Exhibit C-2

Inline Shop Space and Anchor/Junior Anchor Building Elevations
Front, Side & Rear Elevations

These are examples of the Inline shop space and Anchor/Junior Anchor building elevations currently in Burleson Crossing. These same type elevations will be used in Burleson Crossing East.



Exhibit C-2

Inline Shop Space and Anchor/Junior Anchor Building Elevations
Front, Side & Rear Elevations



Exhibit C-2

Inline Shop Space and Anchor/Junior Anchor Building Elevations
Front, Side & Rear Elevations

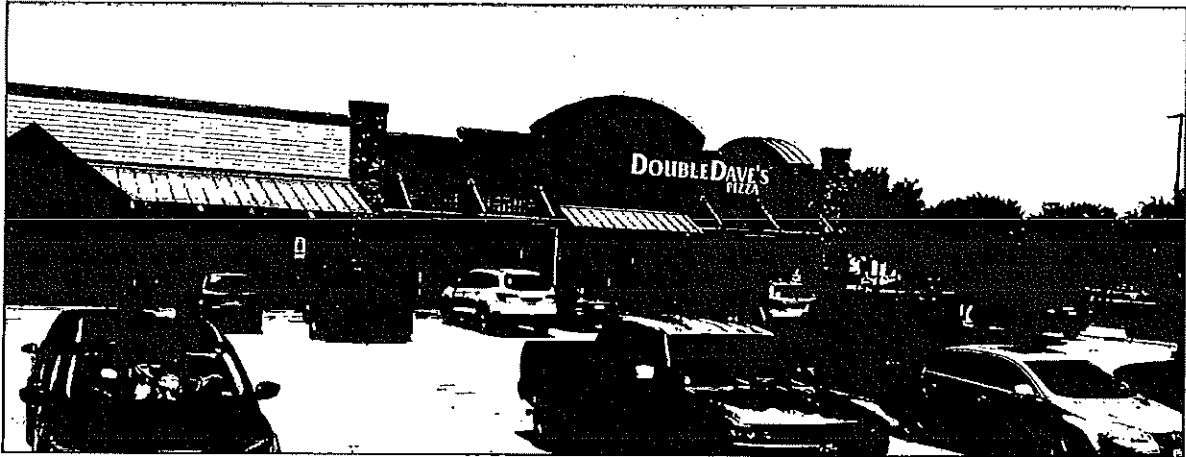


Exhibit C-2

Inline Shop Space and Anchor/Junior Anchor Building Elevations
Front, Side & Rear Elevations

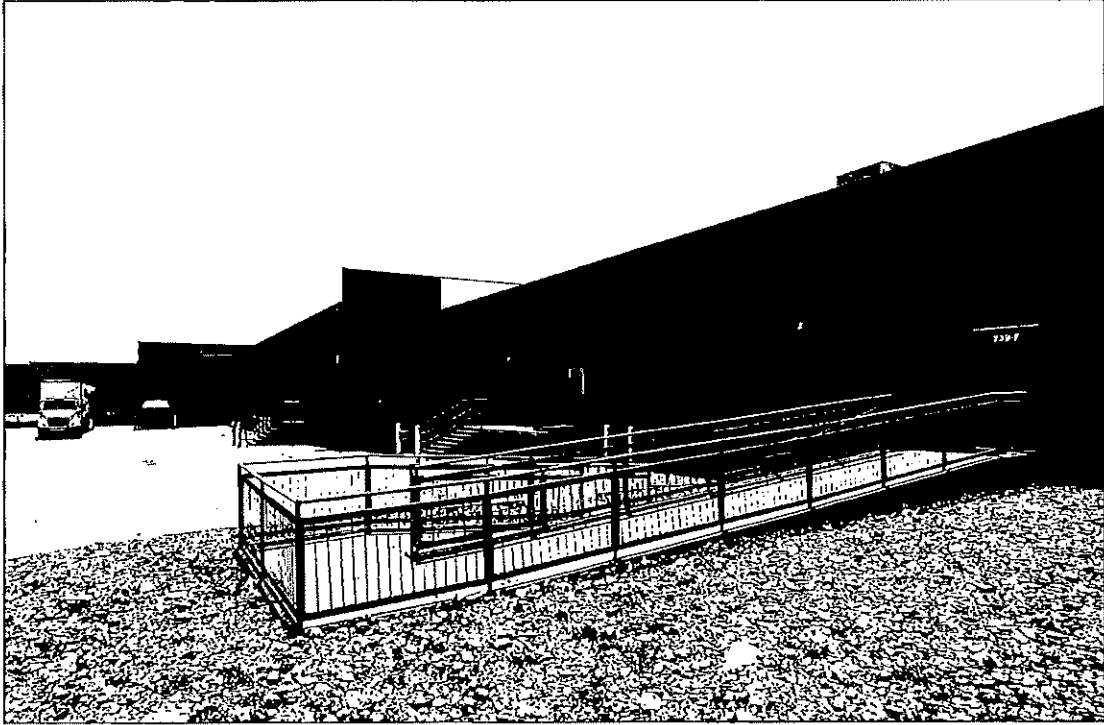


Exhibit C-2

Inline Shop Space and Anchor/Junior Anchor Building Elevations
Front, Side & Rear Elevations

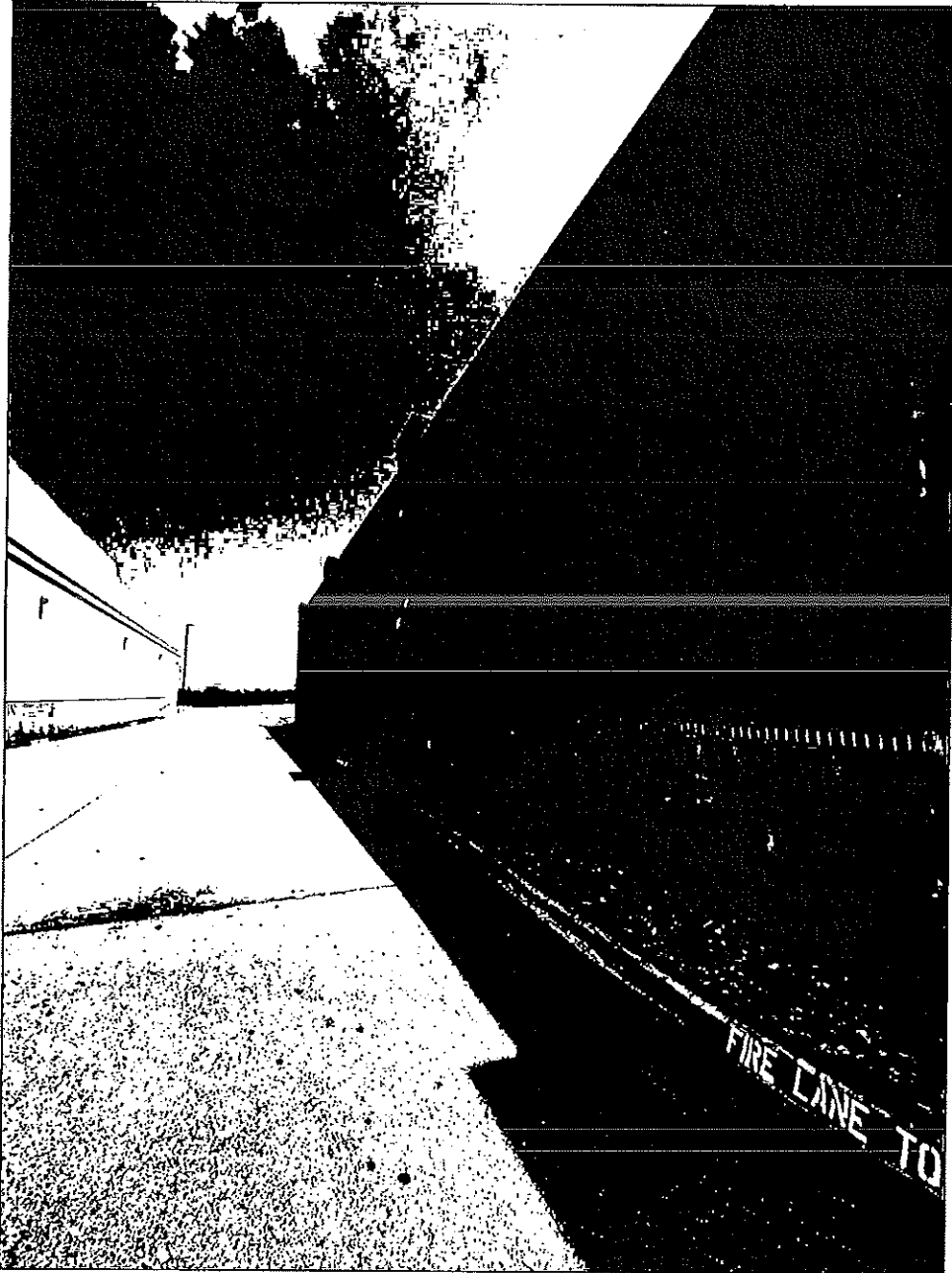


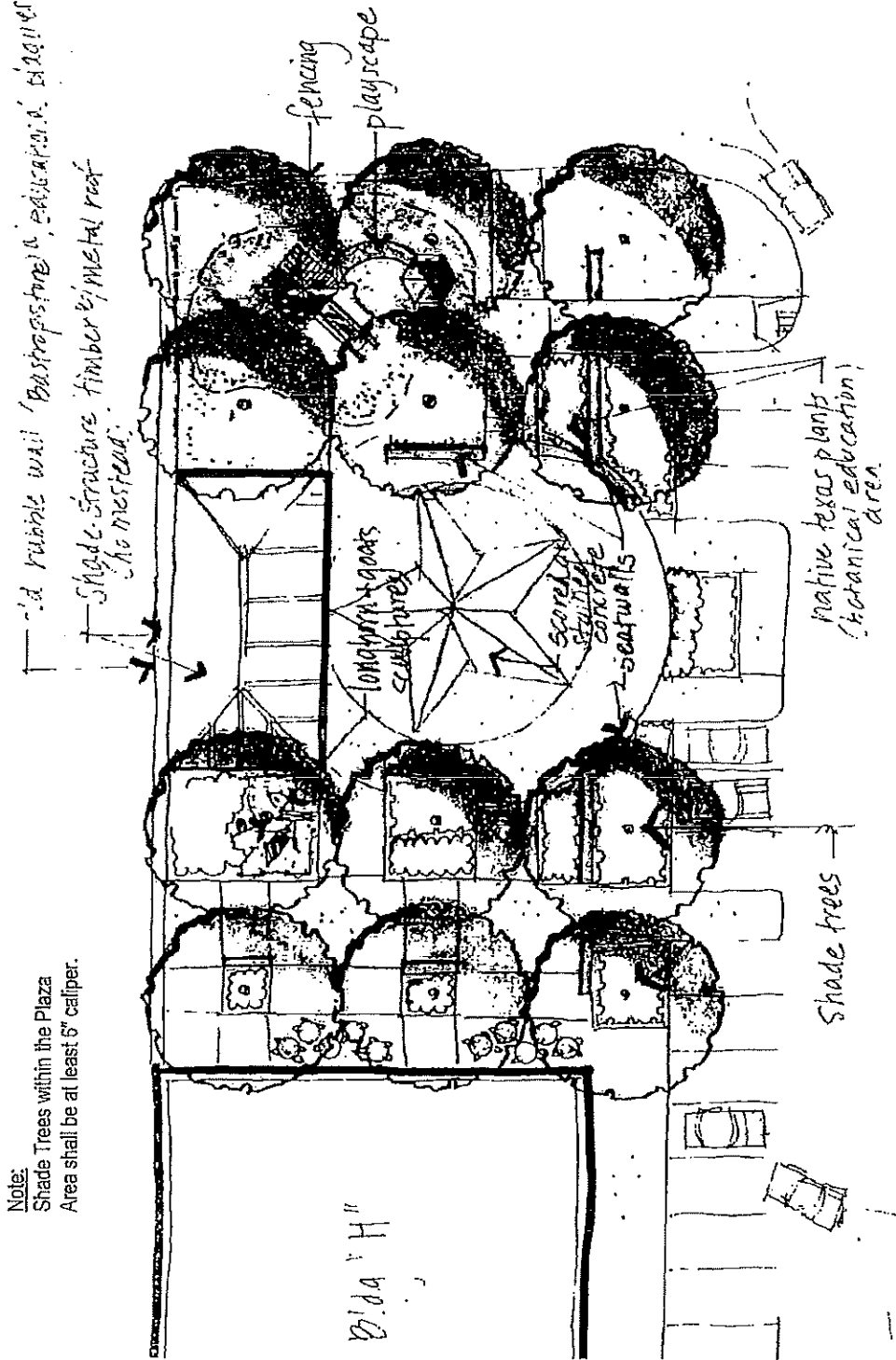
Exhibit C-2

Inline Shop Space and Anchor/Junior Anchor Building Elevations
Front, Side & Rear Elevations




EXHIBIT "C-4"

Exhibit C-4
Plaza Area



Note:
Shade Trees within the Plaza
Area shall be at least 5" caliper.

courtyard at Burleson Crossing  4-8-07

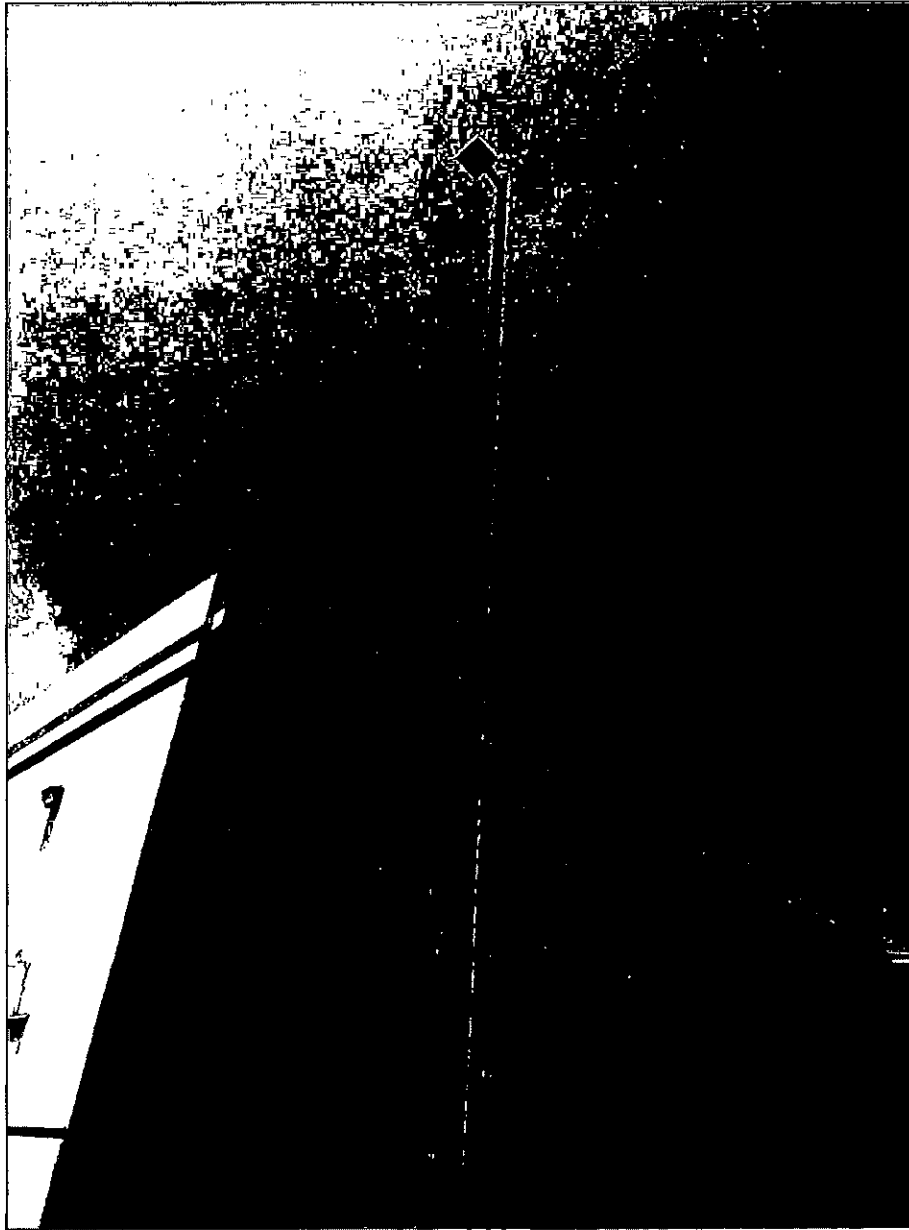
Enhancement shall be made to the existing 9,000 sf plaza space located in the original Burleson Crossing shopping center, which shall include additional seating, shade canopy, decorative kid benches, way finding signage and other feature agreeable to the City and Developer.

This image/depiction/drawing is conceptual in nature and is provided for illustrative purposes only. This is a color exhibit. A color copy is on file with the Bastrop City Secretary.

Exhibit C-5

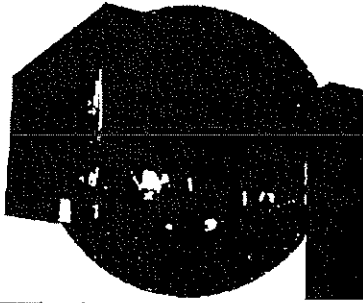
Parking Lot Lighting

These are examples of parking lot lighting currently used in Burleson Crossing. This will be replicated in Burleson Crossing East.



MAGNUSQUARE® II - MSV

FLAT AND CONVEX



Features

Housing - Square, one-piece formed aluminum housing is completely sealed to keep contaminants and moisture out.
Door - Flat glass models feature an extruded aluminum frame with silicone gasketing and Hubbell Gard® fasteners. Convex glass models use formed doors secured with Hubbell Gard® hardware. Both door assemblies are hinged.
Optics - Both flat and convex glass models feature multifaceted segmented panels. Flat glass unit offers Type I, III, IV and V square distributions while the convex unit provides two levels of performance. The standard optic is available in Type I, III, IV and V square distributions and available with a "Super" optical system for the Type III and V distributions. Rotatable in 90° increments.
Mounting - Extruded aluminum arm for pole mounting available
Electrical - CWA type ballast, 60 Hz HPF, starting rated at -20°F (-40°F HPS). Lamp included. Mogul porcelain socket, pulse rated with spring-loaded nickel-plated center contact and reinforced lamp grip screw shell.
Finish - Durable Lektrocote® TGIC thermoset polyester powder paint finish assures long life and maintenance-free service.



UL and CSA listed for wet locations.

Ordering Information Example: MSV - A - 1000H - FP - 5 - 2 - R4

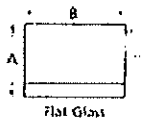
Name	Mount	Watts/Source	Optics	Vol.	Color	Options
Series MSV Magnusquare	Mounting A Arm Mount (arm not included, order separately) ¹	Wattage/Source ² Metal Halide 400H 400W (ED-37) 1000H 1000W (BT-37) Pulse Start Metal Halide 400P 400W (ED-37) 750P 750W (BT-37) 1000P 1000W (BT-37) High Pressure Sodium 400S 400W (ED-18)	Optical System Flat Glass FI Vert. I - segmented FP Vert. III - segmented FT Vert. IV - segmented FW Vert. V (square) - segmented	Voltage 8 Quad Tap® (120, 208, 240, 277V) ³ 480V 5 6 Tri-Tap® (120, 277, 347V) ³ E 220/240V 50 Hz ³ 0 No Ballast ⁴	Color 1 Dark Bronze 2 Black 4 White 3 Gray P Platinum Silver R Red (Premium Color) 7 Forest Green (Premium Color)	Options A4 Four inch rigid arm (shipped in fixture carton) ⁵ A1 Ten inch rigid arm (shipped in fixture carton) ⁵ R4 Nominal 4" round pole adapter (shipped in fixture carton). R5 Nominal 5" round pole adapter (shipped in fixture carton). FX Fusing (replace X with voltage: 1-120, 2-208, 3-240, 4-277, 5-480, 6-347) PCR(X) Photo Cell Receptacle (replace X with voltage: 1-120, 2-208, 3-240, 4-277, 5-480, 6-347) 1 Lamp Included 2 High Performance Optics 3 Factory wired for highest voltage unless specified. 4 Lamp not included 5 Use #6 drill pattern when ordering poles and brackets. 6 400S, 400H, and 1000H only. 7 Discrete 347V ballast used with 1000W Pulse Start wattage source. Note For Photocell Equipment, see page 609

Accessories - Order Separately

Catalog Number	Description
MSV-4-X	Four inch rigid arm (0.20 ft ² EPA)
MSV-10-X	Ten inch rigid arm (required for 90° configurations). (0.50 ft ² EPA)
RSD-04-X	Nominal 4" OD pole adapter for MSV arms
RSD-05-X	Nominal 5" OD pole adapter for MSV arms
MSV-FGGS-2	Extreme glare shield for flat glass units only (mounts to housing). Restricts lighting to any one side of fixture. Black finish is standard.
MSV-GS	Glare shield for sag glass units only (mounts to door). Restricts lighting to any one side of fixture. Black finish is standard.
MSV-CSX	Full skirt (2-piece) for convex lens unit.
MAL-WP-X	Wall plate for flat surfaces with #6 drill pattern

Note: MAL series arms can also be used.
 Note: Replace X with color designation.

Dimensions



	A	B	C	EPA	Weight
MSV - Flat	14 7/8"	21" sq	-	2.8 ft ²	68 lbs.
	378 mm	533 mm		0.3 m ²	30.6 kg

Note EPA and weight values do not include mounting arm.
 Note See page 699 for more detailed EPA information.

SQUARE LUMINAIRES

672

SPAULDING
LIGHTING

This image/depiction/drawing is conceptual in nature and is provided for illustrative purposes only. This is a color exhibit. A color copy is on file with the Bastrop City Secretary.

RTA

ROUND TAPERED ALUMINUM

Features

- Round Tapered Aluminum Shafts
- One-piece extruded construction
- Side or tenon mounting available (Group 2)
- Ground lug standard
- Galvanized anchor bolts and template included (Group 1 = 3-bolt design with single nut, non-leveling, Group 2 = 4-bolt design with double nuts, leveling)
- Nut covers standard
- Gasketed hand hole cover standard Group 1 (2" x 4") Group 2 (20' = 3" x 5", all others = 4" x 6")
- Lektrocote finish or natural aluminum available

Catalog Number	Pole Height		Shaft Base Dim.	Wind Load Rating ¹					Shaft Size	Wall Thick.	Bolt Circle	Bolt Sq.	Anchor Bolt Size	Bolt Proj.	Pole Wt (lbs)	
	ft.	m.		30 MPH	50 MPH	70 MPH	100 MPH	120 MPH								
RTA-08-40-A-OT-XX ¹	8	2.44	4	5.8	-	3.5	-	-	4 x 3"	.125					Consult Template for Information	17
RTA-10-40-A-OT-XX ¹	10	3.05	4	4.1	-	2.4	-	-	4 x 3"	.125					Consult Template for Information	21
RTA-12-40-A-OT-XX ¹	12	3.66	4	3	-	1.6	-	-	4 x 3"	.125					Consult Template for Information	24
RTA-14-40-A-OT-XX ¹	14	4.27	4	2	-	1	-	-	4 x 3"	.125					Consult Template for Information	28
RTA-16-50-A-OT-XX ¹	16	4.88	5	4.1	-	2.5	-	-	5 x 3"	.125					Consult Template for Information	31
RTA-18-50-A-OT-XX ¹	18	5.49	5	3.4	-	2	-	-	5 x 3"	.125					Consult Template for Information	42
RTA-20-50-A-OT-XX ¹	20	6.10	5	2.5	-	1.5	-	-	5 x 3"	.125					Consult Template for Information	47
RTA-20-60-B-XX-XX ²	20	6.10	6	7.9	6.3	5.1	4	3.2	6 x 4"	.188	9 - 10"	6.36 - 7.07"	1 x 36 x 4"	4.25"	90	
RTA-25-70-B-XX-XX ²	25	7.62	7	8.6	6.7	5.3	4.1	3.1	7 x 4"	.188	10 - 11"	7.07 - 7.78"	1 x 36 x 4"	4.25"	120	
RTA-30-80-B-XX-XX ²	30	9.14	8	9.3	7.2	5.6	4	2.8	8 x 4.5"	.188	11 - 12"	7.78 - 8.48"	1 x 36 x 4"	4.25"	150	
RTA-35-80-C-XX-XX ²	35	10.67	8	7.6	5.9	4.5	2.9	1.8	8 x 4.5"	.220	11 - 12"	7.78 - 8.48"	1 x 36 x 4"	4.25"	205	
RTA-40-80-C-XX-XX	40	12.5	8	8.6	6.3	4.6	3.4	-	8 x 4.5"	.250	11 - 12"	7.78 - 8.48"	1 x 36 x 4"	4.25"	260	

¹ Allowable gust factor 1.3. To determine maximum pole loading weight, multiply allowable EPA by 30 lbs. Example: RTA-10-40-A pole in 80 MPH zone = 123 lbs. (4.1 x 30).

Note: Factory supplied template must be used when setting anchor bolts. Hubbell Lighting will deny any claim for incorrect anchorage placement resulting from failure to use factory supplied template and anchor bolts.

Ordering Information Example: R - T - A - 20 - 50 - A - OT - NA

Complete part number requires shaft above plus mounting type, finish, and appropriate options below.

Luminaire Mounting Type	Finish	Options
AX Side - Single ¹	DB Dark Bronze	Q18 15 Amp GFCI Receptacle and Cover ¹
BX Side - Double at 90° ^{1,2}	BL Black	Q22 Extra Handhole ¹
CX Side - Double at 180° ¹	WH White	Q26 1/2" Coupling ¹
DX Side - Triple at 90° ^{1,2}	GR Gray	Q27 3/4" Coupling ¹
EX Side - Triple at 120° ^{1,2}	PS Platinum Silver	Q30 2" Coupling ¹
FX Side - Quad at 90° ^{1,2}	RD Red (Premium Color)	Q40 Vibration Damper
TA Tenon (2 3/8" OD)	FG Forest Green (Premium Color)	LAB Less Anchor Bolts
OT No drilling (includes pole cap)	CC Custom Color (Consult Factory)	
	NA Natural Aluminum (aluminum poles only)	

- 1 DRILL PATTERNS: Replace X with the following: 1 - Luminaire with a tapered pole (2-bolt) plus Citrazon CR1 and Raven Series luminaires, 4 = DS and MSS luminaires, 6 = MSV, RCS, RCL & DM luminaires.
- 2 Mounting types B, D, F not available with MSV, Magniform RCS/RCL, DM, DS and MSS Series luminaires.
- 3 Specify option location using logic found in pole introduction pages.

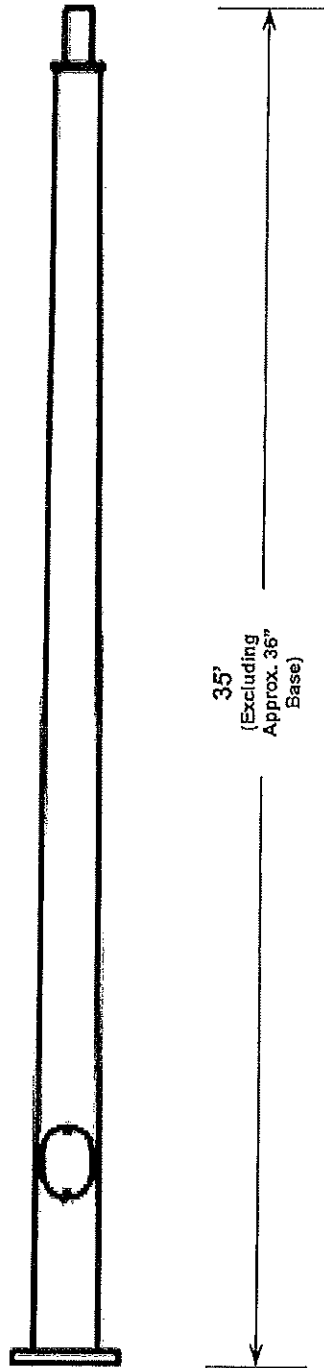
SPAULDING LIGHTING

715

POLES

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Pole Diagram



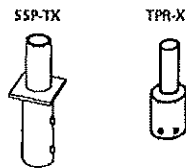
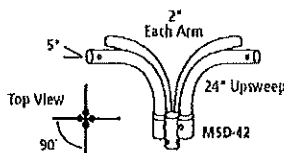
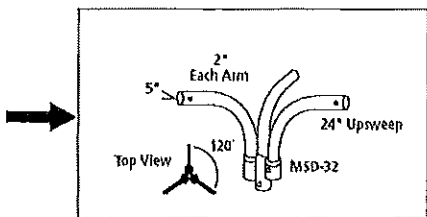
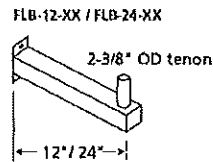
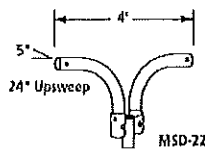
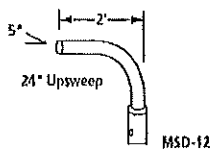
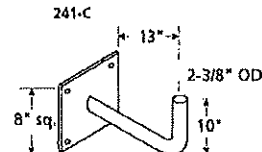
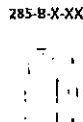
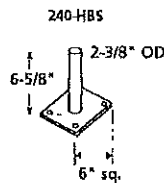
This image/depiction/drawing is conceptual in nature and is provided for illustrative purposes only. This is a color exhibit. A color copy is on file with the Bastrop City Secretary.

MOUNTING ACCESSORIES

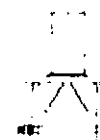
Tenon Brackets

Catalog Number	Description	EPA ft ² (m ²)	Weight lbs. (kg)
240-HB5-XX	Flat surface bracket - straight		8
241-C-XX	Flat surface bracket - 90°		16
FLB-12-XX	12" floodlight bracket for pole mounting	.5	6
FLB-24-XX	24" floodlight bracket for pole mounting	1.0	10
MSD-12-XX	Single mounting arrangement, 2 ft. arm, fits 2 3/8" OD slipfitter	.4	19
MSD-22-XX	Twin mounting arrangement, 2 ft. arm, fits 2 3/8" OD slipfitter	.9	41
MSD-32-XX	Triple mounting arrangement, 2 ft. arm, fits 2 3/8" OD slipfitter	1.4	60
MSD-42-XX	Quad mounting arrangement, 2 ft. arm, fits 2 3/8" OD slipfitter	1.4	78
SS5-T4-DB	Tenon top adapter for 4" square open top poles, bronze finish	---	17.5 (8)
SS5-T5-DB	Tenon top adapter for 5" square open top poles, bronze finish	---	14.5 (6.6)
SS5-T6-DB	Tenon top adapter for 6" square open top poles, bronze finish	---	16.5 (7.4)
TPR-2-XX ¹	2 1/2" to 2" pipe size tenon reducer	---	6 (2.7)
TPR-3-XX ²	3" to 2" pipe size tenon reducer	---	8 (3.6)
TPR-4-XX ³	4" to 2" pipe size tenon reducer	---	9 (4.1)
TA-4	2 3/8" OD Tenon top adapter for 4" square pole		
TA-5	2 3/8" OD Tenon top adapter for 5" square pole		
TA-6	2 3/8" OD Tenon top adapter for 6" square pole		
285-B-3-XX	3 1/2" to 2 3/8" Reducer		
285-B-4-XX	4 1/2" to 2 3/8" Reducer		

- 1 ID = 3.062"
- 2 ID = 3.5"
- 3 ID = 4.625"



TA-X-XX



- Replace XX with Color Designation
- DB Dark Bronze
 - BL Black
 - WH White
 - GR Gray
 - PS Platinum Silver
 - RD Red (Premium Color)
 - FG Forest Green (Premium Color)
 - CC Custom Color (Consult Factory)

- Replace X with Color Designation
- 1 Dark Bronze
 - 2 Black
 - 4 White
 - 3 Gray
 - P Platinum Silver
 - R Red (Premium Color)
 - 7 Forest Green (Premium Color)

SPALDING LIGHTING

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MOUNTING ACCESSORIES

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Exhibit C-6

Anchor/Junior Anchor/Inline
Outside Sales & Display Areas

These are examples of tenant's use of outdoor sales and display areas in the common areas of Burluson Crossing. These same types of uses/displays will be conducted in Burluson Crossing East.

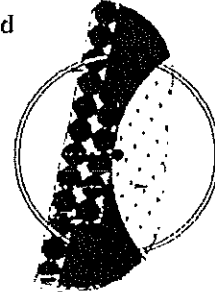


EXHIBIT "C-7"

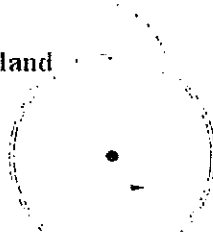
Detail A: Typical Islands Throughout Parking Areas

Detail A1: Typical Planted Island

- SHRUB (APPROX. 3' TALL)
- SHADE TREE OR ORNAMENTAL TREE
(AS SHOWN IN ZONES - SEE THIS PAGE)
- TURF
- MEDIUM SIZE SHRUB OR PERENNIAL
(APPROX 24"-30" TALL)
- GROUND COVER (APPROX 12"-18" TALL)



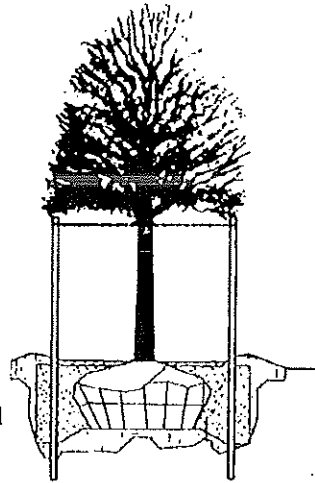
Detail A2: Typical Bermed Island



Detail B: Shade Trees

Site to utilize at least three of the following species:

- Live Oak - 3" caliper / 10' tall
- Cedar Elm - 3" caliper / 10' tall
- Red Oak - 3" caliper / 10' tall
- Burr Oak - 3" caliper / 10' tall
- Chinquapin Oak - 3" caliper / 10' tall



Detail C: Ornamental Trees

Site to utilize at least three of the following species:

- Texas Redbud - 1 1/2" caliper/6' tall
- Crape Myrtle - 1 1/2" caliper/6' tall
- Vitex - 1 1/2" caliper/6' tall
- Yaupon - 1 1/2" caliper/6' tall
- Mountain Laurel - 1 1/2" caliper/6' tall

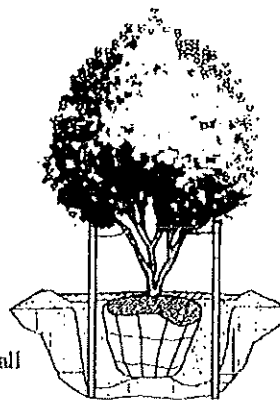


Exhibit C-7

Landscaping

These are examples of landscaping currently used in all common areas of Burleson Crossing. These same examples of landscaping will be used in the common areas of Burleson Crossing East.

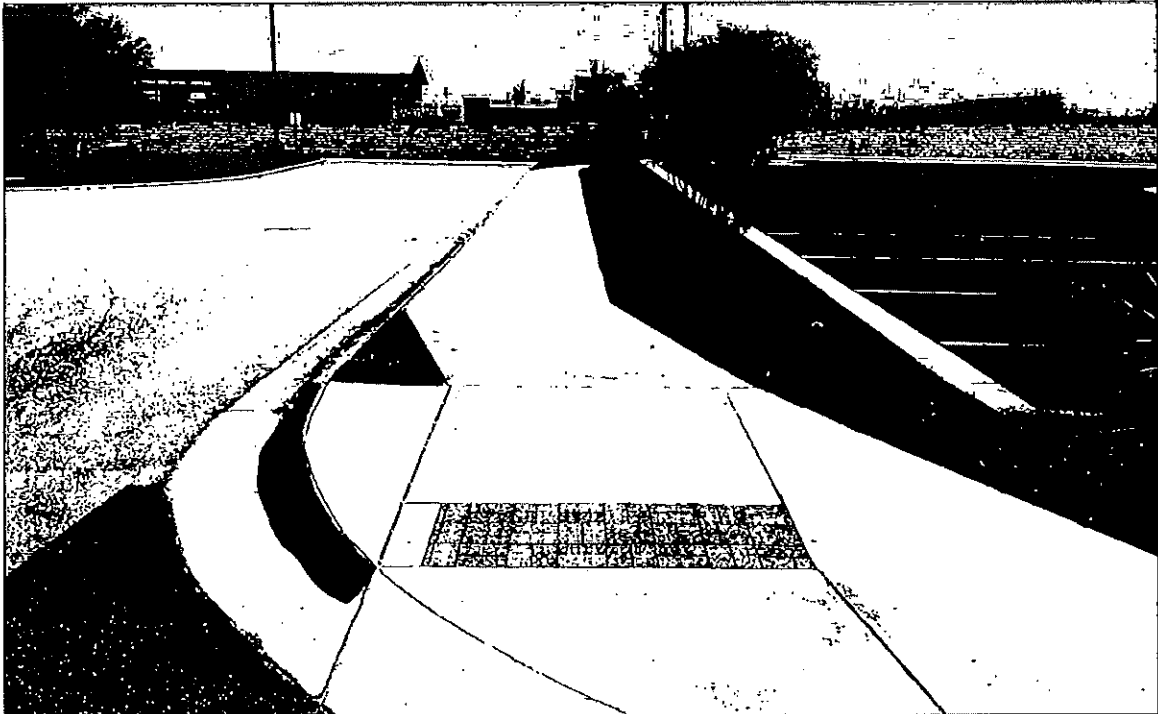


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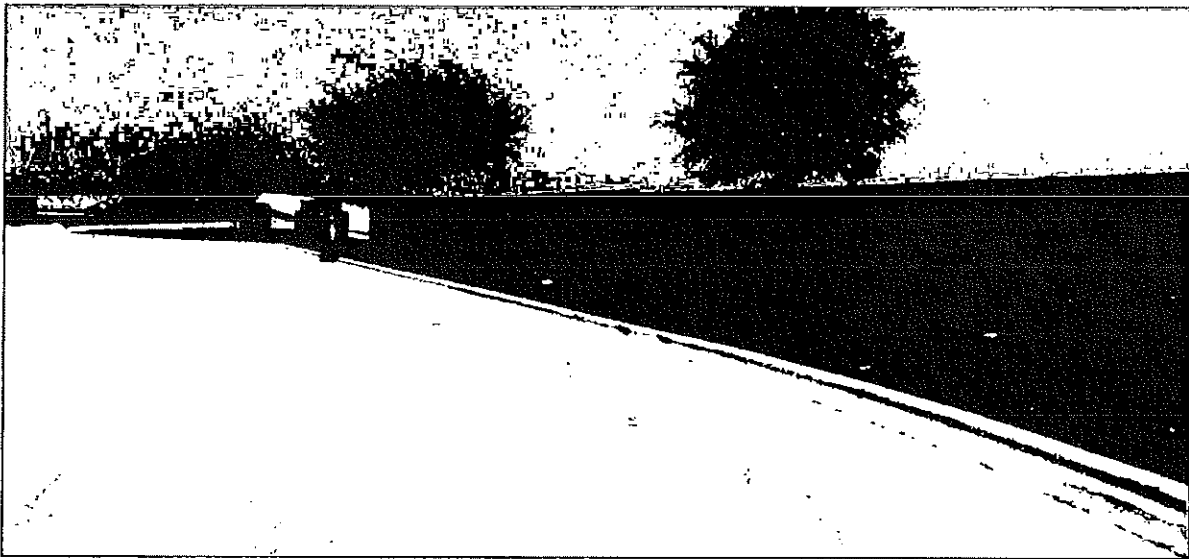


EXHIBIT "D"

WARRANTS

(A) Trees and screening are not required to be shown on the Preliminary Plat or Final Plat. Tree and screening for the Project will be determined and addressed at the site development plan stage of the Project, but shall be in general conformance with the previously approved Warrants referenced in the Columns titled "6.3.006(b), 7.3.003, 7.4.002(a), and 3.2.013(a)(1)".

(B) Enhancements to Civic Space as referenced in the previously approved warrants referenced column titled "article 7.5" shall be determined at the site development plan stage of the Project.

(C) If required at the site development plan stage of the Project, Owner will provide a pedestrian/sidewalk plan for the Project in general conformance with the previously approved Warrant referenced in the Column titled "5.2.002(b), "5.2.002(d)", "7.3.003" 7.4.002(a), 7.4.002(b), 2.3.003, and 3.2.008(c)".

(D) Public utility easements located adjacent to public ROW, will be dedicated on the plat for those lots located adjacent to public right of way. Any additional PUE's required during the site development plan stage will be conveyed via separate instrument easements.

The following warrants from the B3 Code are hereby granted:

B3 Code Section	Description	Proposed Alternative
5.2.002(b)	Max block perimeter length of 1,320 ft	Maximum block perimeter shall not exceed 3800' for all publicly dedicated roadways. Internal private driveways with a maximum width of 30' and a minimum width of 25' can be utilized to provide internal circulation within the maximum block perimeter. (As shown on Exhibit C). Street trees and sidewalks are not required on internal circulation driveways.
5.2.002(d)	20' wide midblock pedestrian walkway for blocks that exceed (b) and (c)	Provide alternate pedestrian connectivity throughout site with 6-foot designated sidewalks/crosswalks from building to building and from buildings to public ROWs. Alternate pedestrian connectivity is not required to align with proposed public or private drives and can be obtained through 6-foot designated sidewalks/crosswalks within medians between parking rows.
6.3.003(a)(3)	Building façade to be located within 30' of street corner and parking prohibited in First Layer	Building location on the lot shall be in compliance with the International Building Code.
6.3.005(b)(c)	Alleys are preferred means of access	Screening shall be provided for property development items such as garbage containers/dumpsters with a minimum six-foot masonry wall on three sides with a gate on one side. Screening shall be provided for transformers, free standing electrical meters, and telephone equipment with landscaping and/or moveable fencing.
6.3.005(d)	(1) Vehicular access to be taken from alleys, if alleys are provided	Not Required
	(3) For Corner Lots, driveways must be located in the Secondary Frontage	Not Required

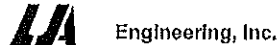
	(4)	Driveways shall be located as far as practical from adjacent public streets, or min. 40' for P5 districts	Proposed driveways shall meet the minimum separation from a public street of 40 feet, as required by this section.
	(5)	Mid-block lots with more than 40' of frontage are only allowed one driveway, with a max width of 24' for two-way drives	Mid-block lots are allowed to have access from an internal private drive no closer than 40 feet to the public ROW. Driveway access on a publicly dedicated roadway shall be 300' from centerline to centerline unless alignment of driveway to neighboring property can be achieved, creating improved traffic flow, but in no case shall driveways on a publicly dedicated roadway be closer than 200' from centerline to centerline. Driveway width cannot exceed 35 feet.
	(6)	For lots with more than 80' of frontage, driveway spacing shall be 300'	
6.3.006(b)	(4)	Max. Parking to be based on market and determined by DRC at Site Plan	Not required.
6.3.006(b)	(5)	Requires parking to be located in the 2nd or 3rd Layer	Parking shall be allowed to be located in any Layer
6.3.006(b)	(8)	Requires all parking to be screened either by building or other screening material	Screening shall be required along all publicly dedicated ROWs. Screening shall include buildings or landscaping material to a height of three feet
6.3.006(b)	(9)	Prohibits parking to be located within the rear setback	Parking shall be allowed in any rear setback.
6.3.008(d)		Max first floor story of a Commercial building cannot exceed 25' from floor to ceiling	Maximum ceiling heights shall be 35'
6.3.009(b)		Building frontage façade must be parallel to the ROW Frontage Line	Not Required
6.3.009(c)		All first floor facades shall have clear glass	See Warrant for 6.3.009(d) for glazing requirements.

		glazing min. 20% of the total first floor façade area	
6.3.009(d)		First floor of Commercial buildings shall have 70% minimum glazing	Glazing shall be optional for free-standing buildings such as restaurants and bank uses on pad sites or other single tenant buildings (up to 5,000 sf). Multi-tenant small buildings shall include a minimum of 70% glazing along the building front. Anchor or junior anchor buildings, or in-line buildings, shall include a minimum of 20% glazing along the building front. The building fronts shall be either the primary side of the building facing a public street, or the side of the building facing the parking area servicing that building, whichever front the tenant / user has the storefront entrance.
6.5.003 - A		Requires that front façade be at least 80% of the frontage width, requires the building to be located between 2'-15' from the ROW / Frontage	Building façade to frontage width ratio is not required. Buildings may be placed anywhere within the lot. All lots must have public street frontage minimum of 120 feet.
6.5.003 - D		Limits Parking to Layer 3	Parking shall be allowed to be located in any Layer
7.3.003 - Reg Comm		16' wide sidewalks along both sides of road, trees every 30' on center both sides of road	A minimum of a 6' wide sidewalk shall be required along one side of all publicly dedicated ROWs. Street trees required, three trees shall be placed every 100 linear feet of ROW and shall not be clustered together, with the intention of providing shade along the sidewalk.
7.3.003 - Connector		Trees every 30' on center along both sides of the road	A minimum of a 6' wide sidewalk shall be required along one side of all publicly dedicated ROWs. Street trees required, three trees shall be placed every 100 linear feet of ROW and shall not be clustered together, with the

			intention of providing shade along the sidewalk.
7.3.013(d)(1)		Requires an additional 7' of ROW on each side of a road if P5 is located on both sides of the road	ROW width for Wagon Wheel shall be 55'. ROW width for Blakey Lane shall be 80'. No additional ROW shall be required for SH 71, except as necessary for any proposed roadway improvements, or as otherwise required by TxDOT.
7.4.002(a)		330' max block length, 1,320' max block perimeter	Maximum block perimeter shall not exceed 3800' for all publicly dedicated roadways. Internal private driveways with a maximum width of 30' and a minimum width of 25' can be utilized to provide internal circulation within the maximum block perimeter. (As shown in Exhibit C). Street trees and sidewalks are not required on internal circulation driveways.
7.4.002(b)		20' Pedestrian Way if block length exceeds 330'	Alternative pedestrian connectivity routes throughout the site shall be provided by a minimum 6' sidewalk from building to building and from buildings to public ROW. Alternative pedestrian connectivity is not required along private drive aisles or internal private driveways, but may be allowed through providing 6' sidewalk within medians between parking rows. Crosswalks shall be provided where pedestrian and vehicular interaction take place.
Art. 7.5		Requires a Civic Space for development over 13.6 acres	Enhancements shall be made to the existing 9,000 sf plaza space located in the original Burleson Crossing shopping center, which shall include additional seating, shade canopy, decorative kid benches, wayfinding signage and other features agreeable to the City and Developer.
B3 Tech. Manual			
2.1.006(a)			

	Requires parking and drive aisles to be located within Layer 2 or 3	Parking shall be allowed in any Layer
2.3.003	Diagram 1.1 Public Frontage Diagram	A minimum 6' wide sidewalk shall be required along one side of all publicly dedicated ROW's. Street trees required, three trees shall be placed every 100' of ROW and shall be a minimum of 2" caliper trees, and shall not be clustered together, with the intention of providing shade along the sidewalk.
3.2.008(c)	P5 street sidewalks to be min. 10' wide and located wholly within the street ROW.	A minimum 6' wide sidewalk shall be required along one side of all publicly dedicated ROWs.
3.2.013(a)(1)	Street trees shall be 4" caliper and spaced every 30' on center	Three shall be placed for every 100 linear feet of ROW and shall be not be clustered together, with the intention of providing shade along the sidewalk. 2" caliper trees can be provided as an alternative.
3.2.013(a)(4)	Requires plant material to meet very strict nursery / propagation standards	Allow plants to be procured from any competent wholesale nursery supplier.
3.2.001(b)	Requires pedestrian shed to have certain place type percentages	Not Required

Exhibit E
Edward Burlison Lane Improvements



Engineer's Opinion of Probable Cost

Project: Burfleson Crossing East - Street Improvements Date: 8/4/2023
 Client: Durhman & Bassett Realty Group, Inc. By: O. Radi

This cost estimate includes all public and private street improvements.

Item	Description	Qty	Unit	Unit Cost	\$
	SUMMARY				
	Blakey Lane				\$355,000.00
	Wagon Wheel				\$1,398,375.00
	Edward Burfleson Lane				\$2,357,000.00
	ExDOT Improvements				\$757,375.00
			TOTAL		\$ 4,512,750.00

Item	Description	Qty	Unit	Unit Cost	Cost
	STREET IMPROVEMENTS (Blakey Lane)				
GP-1	Land Area Dedication	0.51	AC.	-	\$ 355,000.00
GP-2	R.O.W. Reserve	0.32	AC.		\$ 222,748.42
	Total Wagon Wheel Paving Improvements				\$355,000.00

Item	Description	Qty	Unit	Unit Cost	Cost
	STREET IMPROVEMENTS (Wagon Wheel)				
GP-1	Excavation (does not include street section)	1200	C.Y.	\$ 10.00	\$ 12,000.00
GP-2	Embankment (does not include street section)	120	C.Y.	\$ 4.00	\$ 480.00
GP-3	6" Curb and Gutter	1,300	L.F.	\$ 18.00	\$ 23,400.00
GP-4	Signage/Striping	1	LS	\$ 5,000.00	\$ 5,000.00
GP-5	Standard CoA Type II Driveway	2	EA.	\$ 7,000.00	\$ 14,000.00
GP-6	Subgrade Preparation (18" Past Back of Curb)	2,500	S.Y.	\$ 3.00	\$ 7,500.00
GP-7	18" Crushed Limestone Base Material (18" Past BOC)	2,500	S.Y.	\$ 40.00	\$ 100,000.00
GP-8	4" Hot Mix Asphaltic Concrete	2,400	S.Y.	\$ 30.00	\$ 72,000.00
GP-9	5' Sidewalk	2,900	S.F.	\$ 8.00	\$ 23,200.00
GP-10	Sidewalk Curb Ramp	4	EA.	\$ 2,500.00	\$ 10,000.00
GP-11	Connect to Existing Cul-de-Sac	1	L.S.	\$ 10,000.00	\$ 10,000.00
GP-12	12" CL 350 DI Water Line Pipe and Fittings	589	L.F.	\$ 120.00	\$ 70,680.00
GP-13	8" CL 350 DI Water Line Pipe and Fittings (Stubouts)	93	L.F.	\$ 90.00	\$ 8,370.00
GP-14	6" CL 350 DI Water Line Pipe and Fittings (F.H. Leads)	29	L.F.	\$ 75.00	\$ 2,175.00
GP-15	8" PVC SDR 26, ASTM D-3034, Gravity Sewer Pipe	57	L.F.	\$ 50.00	\$ 2,850.00
GP-16	4' Diameter manhole 0-8' deep with standard cover	2	EA.	\$ 5,000.00	\$ 10,000.00
GP-17	4'x2' RCBC	79	L.F.	\$ 75.00	\$ 5,925.00
GP-18	48" RCP	25	L.F.	\$ 250.00	\$ 6,250.00
GP-19	36" RCP	25	L.F.	\$ 210.00	\$ 5,250.00
GP-20	30" RCP	240	L.F.	\$ 175.00	\$ 42,000.00
GP-21	18" RCP	196	L.F.	\$ 100.00	\$ 19,600.00
GP-22	10' Curb Inlet	4	EA.	\$ 7,000.00	\$ 28,000.00
GP-23	Junction Box	1	EA.	\$ 12,500.00	\$ 12,500.00
GP-24	Trench Safety System (all utilities)	1,320	L.F.	\$ 1.00	\$ 1,320.00
GP-25	Landscaping	1	L.S.	\$ 30,000.00	\$ 30,000.00
GP-26	Revegetation	1,100	S.Y.	\$ 2.00	\$ 2,200.00
GP-27	Construction Supervision/Overhead/Insurance	1	L.S.	\$ 50,000.00	\$ 50,000.00
GP-28	Development Supervision	1	L.S.	\$ 20,000.00	\$ 20,000.00
GP-29	Soft Costs - Engineering/Legal	1	L.S.	\$ 50,000.00	\$ 50,000.00
GP-30	Construction Financing - Interest/Loan Costs	1	L.S.	\$ 50,000.00	\$ 50,000.00
GP-31	25% Contingency	-	-	-	\$ 173,675.00
	Subtotal:				\$868,375.00
GP-32	Land Area Dedication	0.76	AC.	-	\$ 530,000.00
	Total Wagon Wheel Paving Improvements				\$1,398,375.00

Item	Description	Qty	Unit	Unit Cost	Cost
STREET IMPROVEMENTS (Edward Burlison Ln)					
GP-1	Excavation (does not include street section)	600	C.Y.	\$ 10.00	\$ 6,000.00
GP-2	Embankment (does not include street section)	0	C.Y.	\$ 4.00	\$ -
GP-3	6" Curb and Gutter	1,650	L.F.	\$ 18.00	\$ 29,700.00
GP-4	Signage/Striping	1	LS	\$ 5,000.00	\$ 5,000.00
GP-5	Subgrade Preparation (18" Past Back of Curb)	1,100	S.Y.	\$ 3.00	\$ 3,300.00
GP-6	18" Crushed Limestone Base Material (18" Past BOC)	1,100	S.Y.	\$ 40.00	\$ 44,000.00
GP-7	4" Hot Mix Asphaltic Concrete	1,000	S.Y.	\$ 30.00	\$ 30,000.00
GP-8	Sawcut and Tie into Existing Pavement	2	EA.	\$ 5,000.00	\$ 10,000.00
GP-9	Sidewalk Curb Ramp	7	EA.	\$ 2,500.00	\$ 17,500.00
GP-10	Demo Existing Curb & Gutter, Sawcut Exist. Pavement	200	L.F.	\$ 10.00	\$ 2,000.00
GP-11	Temporary Traffic Control Protection	1	L.S.	\$ 10,000.00	\$ 10,000.00
GP-12	Adjust Existing WWMH Rim	2	EA.	\$ 3,500.00	\$ 7,000.00
GP-13	Adjust Valve Castings	3	EA.	\$ 1,500.00	\$ 4,500.00
GP-14	Relocate Light Pole	1	EA.	\$ 25,000.00	\$ 25,000.00
GP-15	Revegetation	800	S.Y.	\$ 2.00	\$ 1,600.00
GP-16	Construction Supervision/Overhead/Insurance	1	L.S.	\$ 30,000.00	\$ 30,000.00
GP-17	Development Supervision	1	L.S.	\$ 10,000.00	\$ 10,000.00
GP-18	Soft Costs - Engineering/Legal	1	L.S.	\$ 30,000.00	\$ 30,000.00
GP-19	Construction Financing - Interest/Loan Costs	1	L.S.	\$ 20,000.00	\$ 20,000.00
GP-20	25% Contingency	-	-	-	\$ 71,400.00
Subtotal					\$357,000.00
GP-21	Land Area Dedication	2.71	AC.	-	\$ 2,000,000.00
Total Edward Burlison Lane Paving Improvements					\$2,357,000.00

Item	Description	Qty	Unit	Unit Cost	Cost
STREET IMPROVEMENTS (TxDOT Improvements)					
GP-1	Excavation (does not include street section)	0	C.Y.	\$ 10.00	\$ -
GP-2	Embankment (does not include street section)	200	C.Y.	\$ 4.00	\$ 800.00
GP-3	6" Curb and Gutter	2,050	L.F.	\$ 18.00	\$ 36,900.00
GP-4	Signage/Striping	1	LS	\$ 5,000.00	\$ 5,000.00
GP-5	Subgrade Preparation (18" Past Back of Curb)	1,300	S.Y.	\$ 3.00	\$ 3,900.00
GP-6	18" Crushed Limestone Base Material (18" Past BOC)	1,300	S.Y.	\$ 40.00	\$ 52,000.00
GP-7	4" Hot Mix Asphaltic Concrete	1,200	S.Y.	\$ 30.00	\$ 36,000.00
GP-8	Demo Existing Curb & Gutter	1,100	L.F.	\$ 10.00	\$ 11,000.00
GP-9	Demo Existing Concrete	300	S.Y.	\$ 25.00	\$ 7,500.00
GP-10	Temporary Traffic Control Protection	1	L.S.	\$ 8,500.00	\$ 8,500.00
GP-11	Highway 71 / CR 304 Intersection Improvements	1	L.S.	\$ 100,000.00	\$ 100,000.00
GP-12	Relocate Signal Pole and Install Island	1	EA.	\$ 120,000.00	\$ 120,000.00
GP-13	Relocate Light Pole	2	EA.	\$ 25,000.00	\$ 50,000.00
GP-14	Demo and Replace Existing Curb Inlet	1	EA.	\$ 12,500.00	\$ 12,500.00
GP-15	Revegetation	900	S.Y.	\$ 2.00	\$ 1,800.00
GP-16	Construction Supervision/Overhead/Insurance	1	L.S.	\$ 50,000.00	\$ 50,000.00
GP-17	Development Supervision	1	L.S.	\$ 20,000.00	\$ 20,000.00
GP-18	Soft Costs - Engineering/Legal	1	L.S.	\$ 45,000.00	\$ 45,000.00
GP-19	Construction Financing - Interest/Loan Costs	1	L.S.	\$ 45,000.00	\$ 45,000.00
GP-20	25% Contingency	-	-	-	\$ 151,475.00
Total TxDOT Paving Improvements					\$757,375.00

*Intentionally
Redacted.*

Note: The Engineer has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. As a result, this opinion of probable construction cost is based on the Engineer's experience and qualifications and represents our best judgement as design professionals familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from this opinion of probable cost, and therefore will not be held liable for differences in those costs.

Exhibit H
Form of Construction Completion Agreement

Subdivision Name

City Case No.

Subdivision Construction Agreement

Recitals:

- A. Subdivider owns the land included in the proposed final subdivision plat of the Subdivision Name Subdivision, City Case No. City Case No. and more particularly described on the attached and incorporated Exhibit A (the "Property").
- B. City ordinances require Subdivider to complete various Subdivision Improvements to protect the health, safety, and general welfare of the community and to limit the harmful effects of substandard subdivisions.
- C. Subdivider desires to subdivide the Property in accordance with all applicable state and local laws, rules, and regulations.
- D. This Subdivision Construction Agreement (the "Agreement") is authorized by and consistent with state law and the City's ordinances, regulations, and other requirements governing development of a subdivision.
- E. This document is executed to memorialize Subdivider's responsibility to provide certain improvements to the Subdivision required by the platting process ("Subdivision Improvements").
- F. The City of Bastrop will not accept the Subdivision and release the Subdivider from its obligations under this Agreement, until all Subdivision Improvements have been approved and accepted by the City.
- G. This Agreement requires the Subdivider to post fiscal guarantees for certain improvements, which protects the City from, at its expense, completing subdivision improvements required to be provided by the Subdivider. Subdivider's fiscal surety may be used only to complete those improvements listed on the attached and incorporated Exhibit B.
- H. Subdivider may need to provide additional fiscal surety for additional Subdivision Improvements that may be added at a later time as required for this Subdivision.
- I. Under certain circumstances, outlined in the Agreement, Subdivider can assign all of its obligations hereunder to another Subdivider through an Assignment and Assumption of this Subdivision Construction Agreement.

IN CONSIDERATION of the mutual covenants set forth in this Agreement, the parties agree as follows:

Agreement:

1. **Incorporate Recitals.** The above Recitals, and all defined terms therein are incorporated in this Agreement for all purposes.
2. **Parties.** The parties to this Agreement are _____ Subdivider Name (individually and collectively, the "Subdivider") and the City of Bastrop, a Texas home-rule municipal corporation, acting through its duly authorized City Manager, or designee, (the "City").
3. **Effective Date.** This Agreement will become effective once signed by all Parties and the effective date will be the date of the last signature.

Subdivider's Obligations

4. **Improvements.** Subdivider covenants to construct and install, at Subdivider's expense, all Subdivision Improvements required to comply with City ordinances, regulations, and policies governing subdivision approval for the _____ Subdivision Name Subdivision, as shown on Exhibit B. Prior to starting construction of the Subdivision Improvements, the construction plans and specifications must be certified by Subdivider's engineer of record for the Subdivision as compliant with all applicable state and local development regulations (including environmental protections such as erosion controls and site restoration) and released for construction by the City (collectively called "Released Construction Plans"). All Subdivision Improvements must be constructed in conformance with the Released Construction Plans. Final acceptance of the Subdivision Improvements after completion is subject to inspection, certification and acceptance by the City, as being in conformance with the Released Construction Plans.
5. **Fiscal Deposit.** Subdivider must provide and continually maintain financial guarantees in the estimated total cost to construct each improvement(s) listed in Exhibit B in conformance with the Released Construction Plans, as shown on Exhibit B to assure performance of its obligations. The guarantee can be a cash deposit, surety bond, or irrevocable letter of credit in a form acceptable to the City Attorney, or designee held by the City ("Fiscal Deposit"). The stated amount of the Fiscal Deposit is _____ Total Fiscal Amount (Spelled Out) and (_____/100) (\$_____) (the "Stated Amount").

- (a) **Cash Deposit.** A cash deposit must be received for the full amount, held by the City, and placed in an interest bearing escrow fund and invested as if it were funds of the City. All interest earned on the cash deposit will be credited to the Subdivider. The City will maintain a balance of 100% of the cost of construction of the Improvements shown on Exhibit B, all interest in excess of that amount may be disbursed to the Subdivider upon City's receipt of Subdivider's written request therefor. Subdivider cannot request an initial disbursement of interest until the Fiscal Deposit has been placed with the City for 365 days. Subdivider cannot request interest disbursements more frequently than once a year.
- (b) **Surety Bond.** A surety bond must: (i) be in the full Stated Amount; (ii) be a standard form acceptable to the City Attorney; (iii) be listed with the United States Treasury http://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/surety_home.htm (iv) be issued by an insurance company licensed to transact business in the state of Texas and (v) have a rating equivalent to the minimum acceptable rating established by the City's Financial Services Department in effect at the time the initial Fiscal Deposit is issued pursuant to this Agreement (the "Issuer"). During this Agreement and subject to the terms of Section 24, the City Attorney may revise the standard form surety bond as is reasonably considered acceptable and necessary to secure the performance of Subdivider's obligations under this Agreement. If the standard surety bond form is revised, the new form will not be required to be used until the next time the amount of the bond is adjusted, if any.
- (c) **Letter of Credit.** A letter of credit must: (i) be in the full Stated Amount; (ii) be a standard form acceptable to the City Attorney; (iii) have an expiration date no earlier than one year from the date of its issuance; and (iv) be issued by a financial institution having a rating equivalent to the minimum acceptable rating established under the City's financial institution rating system in effect at the time the initial Fiscal Deposit is issued pursuant to this Agreement (the "Issuer"). During this Agreement and subject to the terms of Section 24, the City Attorney may revise the standard form letter of credit as he reasonably considers acceptable and necessary to secure the performance of Subdivider's obligations under this Agreement. If the standard letter of credit form is revised, the new form will not be required to be used until the next renewal period, if any.
6. **Increase in Fiscal Deposit.** If, from time to time, the City determines the estimated total cost of constructing the improvements listed in Exhibit B exceeds the Stated Amount, the City shall notify Subdivider of the increase in the Stated Amount. Any increase of the estimated total cost of constructing the improvements listed in Exhibit B will be based upon a cost estimate furnished by Subdivider's engineer and verified and accepted by the City. Subdivider shall increase the Fiscal Deposit to equal the increased Stated Amount within 30 days after notification of the deficiency, by providing an additional Fiscal Deposit along with an amended Agreement. All increased Fiscal Deposits must meet all requirements of Section 5. Subdivider must provide an Updated Ownership and Lien Search Certificate, which meets all the requirements of Section 7.

7. **Ownership and Lien Search Certificate.** Subdivider must provide an Ownership and Lien Search Certificate prepared and signed by a title company acceptable to the City. The Ownership and Lien Search Certificate must identify who title of the Property is vested with, the legal description of the property, and must name all lienholders having current liens against the Property. The Ownership and Lien Search Certificate must be dated no more than 30 calendar days prior to the Effective Date of this Agreement. The Ownership and Lien Search Certificate must be accompanied by a Consent of Lienholder that is signed by duly qualified representatives of all lienholders identified on the Ownership and Lien Search Certificate. The Fiscal Deposit will not be accepted without the Ownership and Lien Search Certificate and the executed Consent of Lienholder, if applicable.
8. **Right of Entry.** The Subdivider hereby grants to the City, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property to construct, maintain, and repair such Subdivision Improvements.

City's Obligations

9. **Partial Release of Fiscal Deposit.** After accepting any Improvements listed in Exhibit B, the City can reduce the estimated cost of the Stated Improvements, as amended, if applicable, if Subdivider is not in default under this Agreement. Notwithstanding the preceding sentence, the City shall not authorize reductions in the Stated Amount more frequently than every 90 days; nor will the Stated Amount be reduced to zero until all Subdivision Improvements have been completed.
10. **Full Release of Fiscal Deposit.** Upon Subdivider completing all Subdivision Improvements, and complying with all requirements of the COA Standard Specifications Series 1800S – Private Development, Construction Requirements and Procedures, and upon the City's receipt of notice from the Construction Inspection Division of acceptance of all Subdivision Improvements, the Fiscal Deposit will be released and this Agreement will be terminated.
11. **Inspection and Certification.** The City agrees to inspect Subdivision Improvements during and at the completion of construction, and, if completed in accordance with the Released Construction Plans, to certify the Subdivision Improvements as complying with the Released Construction Plans. The inspections and certifications will be conducted in accordance with standard City policies and requirements. The Subdivider grants the City, its agents, employees, officers, and contractors a Right of Entry to enter the Property to perform such inspections as it deems appropriate.
12. **Notice of Subdivision Improvement Defect.** The City will provide timely notice to the Subdivider whenever inspection reveals that any Subdivision Improvement is not constructed or completed in accordance with the Released Construction Plans or is otherwise defective, followed by written notice and period to cure, if Subdivider fails to cure the defect upon being given oral notice. The Subdivider must cure or substantially cure the defect within the time period set out in the written notice.

13. **Default.** If one of the events described in **Section 14** occur, the City may declare the Subdivider in default under this Agreement and may draw the amount they considers necessary to perform Subdivider's obligations under **Section 4**. For each improvement shown on **Exhibit B** constructed by the City, the City may draw 100% of the amount allocated in **Exhibit B** in accordance with the Released Construction Plans.
14. **Conditions of Draw on Fiscal Deposit.** The City may draw upon any financial guarantee posted in accordance with **Section 5** upon the occurrence of one or more of the following events:
- (a) Subdivider did not properly construct one or more improvements and failed to remedy the construction deficiency within the cure period;
 - (b) Subdivider did not renew or replace the Fiscal Deposit at least 45 days prior to its expiration date;
 - (c) Subdivider did not replace the Fiscal Deposit within 45 days after notice that the Issuer failed to maintain the minimum rating acceptable to the City, in accordance with **Section 5**;
 - (d) The Issuer's acquisition of the Property or a portion of the Property, through foreclosure or an assignment or conveyance in lieu of foreclosure; or
 - (e) If City elects to construct one or more of the Subdivision Improvements shown on **Exhibit B**.

The City shall provide written notice of the occurrence of one or more of the above events to the Subdivider.

15. **Procedures for Drawing on the Fiscal Deposit.** The process by which the City can draw upon the Fiscal Deposit is dependent upon the type of event that triggered the default. If the default occurred because:
- (a) Improvements were not constructed properly or cured as required under **Section 14 (a)**, the City will send notice that states the specific construction deficiency and include a statement that the City intends to perform some or all of Subdivider's obligations under **Section 4** for specified improvements shown on **Exhibit B**.
 - (b) a renewal or replacement Letter of Credit is not provided at least 45 days prior to expiration, as required under **Sections 14 (b), (c) and (d)**, then within 15 days prior to expiration of such Letter of Credit the City will send a draw letter to Issuer, with a copy to Subdivider.
 - (c) the City has elected to construct Subdivision Improvements as described in **Section 14 (e)**, then the City must give notice to Issuer, with a copy to Subdivider, no less than 15 days prior to its drawing on the Fiscal Deposit.

If the City draws on the Fiscal Deposit under Sections 14 (b) or (c) the funds received will be converted to a Cash Deposit for the benefit of Subdivider, as if originally deposited as Cash under Section 5 (a). For all circumstances, the City may draw upon the Fiscal Deposit by submitting a draft to the Issuer that complies with the terms governing such draft. Non-cash Fiscal Deposits must be surrendered upon presenting any draft that exhausts the Stated Amount of such Fiscal Deposit. The City may not draft under a Fiscal Deposit unless the City has substantially complied with all obligations to the Issuer under this Agreement and has properly completed and executed the draft in strict accordance with its terms. To draw on a cash Fiscal Deposit, the City will provide a letter of explanation to the person who posted the cash Fiscal Deposit, which meets the requirements to draw upon the City's most currently approved Letter of Credit form.

16. **Use of Proceeds.** If the Subdivider is in default of this Agreement, the City will invest all funds obtained by one or more draws under the Fiscal Deposit ("Escrowed Funds") in the same manner as if they were funds of the City. The City will invest such Escrowed Funds, and accrued interest thereon, until they are used by the City. All Escrowed Funds and interest accrued thereon belong to the City and the Subdivider forfeits all rights to the Escrowed Funds and accrued interest. The City will use the Escrowed Funds, and interest thereon, only to complete the improvements shown on Exhibit B, in conformance with the Released Construction Plans, or to correct defects in or failures of the improvements shown on Exhibit B. The City may, in its sole discretion, complete some or all of the improvements unfinished at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, and without incurring any obligation to complete any of the unfinished improvements.

17. **Replacing of Fiscal.**
 - (A) Fiscal guarantee may be replaced with another form of fiscal guarantee upon the submittal and acceptance of either the replacement fiscal guarantee pursuant to Section 5.

 - (B) If the Issuer has acquired all or part of the Property through foreclosure or an assignment or conveyance in lieu of foreclosure, in lieu of honoring a draft based on a Section 14 (d) default, the Issuer may deliver a substitute or by confirming Fiscal Deposit to the City.

General Provisions:

18. **Remedies.** The remedies available to the City and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

19. **Third Party Rights.** No person or entity who or which is not a party to this Agreement has any right of action under this Agreement. Nor does any such person or entity, other than the City, (including without limitation a trustee in bankruptcy) have any interest in or claim to Escrowed Funds drawn on the Fiscal Deposit in accordance with this Agreement.

20. **Indemnification.** Subdivider covenants to fully indemnify, save, and hold harmless the City of Bastrop, its officers, employees, and agents (collectively called "Indemnitees") from, and against, all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments recovered from or asserted against Indemnitees on account of injury or damage to person [including without limitation, Workers' Compensation and Death Claims], or property loss or damage of any kind whatsoever, to the extent any damage or injury may be incident to, arise out of, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part, the construction, existence, use, operation, maintenance, alteration, repair, or removal of any Improvement installed by or on behalf of Subdivider in the Property; the performance of this Agreement; an act or omission, negligence, or misconduct on the part of Subdivider, or any of its agents, servants, employees, contractors, patrons, guests, licensees, invitees, or other persons entering upon the Property under this Agreement, whether authorized with the expressed or implied invitation or permission of Subdivider (collectively called "Subdivider's Invitees"); including any injury or damage resulting, proximately or remotely, from the violation by Subdivider or Subdivider's Invitees of any law, ordinance, or governmental order of any kind, including any injury or damage in any other way arising from or out of the use of the Improvements on the Property or the Property itself by any person, whether authorized to use the Improvements. Subdivider covenants and agrees that if the City or any other Indemnitee is made a party to any litigation against Subdivider or any litigation commenced by any party, other than Subdivider, relating to this Agreement, Subdivider shall, upon receipt of reasonable notice regarding commencement of litigation, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend the City in all actions with counsel acceptable to City, and pay all charges of attorneys and all other costs and expenses of any kind arising from any liability, damage, loss, claims, demands, and actions.
21. **No Waiver.** No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement executed by duly authorized representatives of each party. The failure at any time to enforce this Agreement or any covenant by the City, the Subdivider, or the issuer, their respective heirs, successors or assigns, whether any violations thereof are known, does not constitute a waiver or estoppel of the right to do so.
22. **Attorney's Fees.** If either party sues to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs in their entirety.

27. **Release.**
- A. **Upon Completion.** Upon accepting all Subdivision Improvements, the City agrees: (i) to provide a recordable release to the Subdivider and the Issuer releasing the Subdivider and Subdivider's heirs and successors, and the Property from all provisions of this Agreement and (ii) to return the Fiscal Deposit to the Issuer.
 - B. **Upon Vacation of Plat.** Upon receipt of notice of Vacation of Plat under the City's usual process for same, the City agrees: (i) to provide a recordable release to the Subdivider and the Issuer releasing the Subdivider and Subdivider's heirs and successors and the Property from all provisions of this Agreement and (ii) to return the Fiscal Deposit to the Issuer.
28. **Captions Immaterial.** The numbering, order, and captions or headings of the paragraphs of this Agreement are for convenience only and must not be considered in construing this Agreement.
29. **Entire Agreement.** This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date.
30. **Modification and Amendment.** This Agreement may only be modified, amended, or terminated upon the filing of a written modification, amendment, or termination document in the Official Public Records of Travis County, Texas. Such document will be executed, acknowledged, and approved by (a) the Director of the Development Services Department or assignee, or successor department; (b) all the Owners of the Property at the time of the modification, amendment, or termination; (c) the Subdivider; and (d) any mortgagees holding first lien security interests on any portion of the Property.
31. **Authorization to Complete Blanks.** By signing and delivering this Agreement to the appropriate official of the City, the Subdivider authorizes completion of this Agreement by filling in the Effective Date below.
32. **Binding Agreement.** The execution and delivery of this Agreement and the performance of the transactions contemplated thereby have been duly authorized by all necessary corporate and governmental action of the City. Further, the execution and delivery of this Agreement and the performance of the transactions contemplated thereby have been duly authorized by all necessary corporate action of both the Subdivider and Issuer. This Agreement has been duly executed and delivered by each party, and constitutes a legal, valid, and binding obligation of each party enforceable in accordance with the terms as of the Effective Date. These representations and agreements are for the benefit of the Issuer, and have been relied on by the Issuer in issuing the Fiscal Deposit.

Executed by the parties to be Effective on _____, 20____.

SUBDIVIDER:

Subdivider Name _____

Company Type (ex: a limited liability company) _____

By: _____

Name: Printed Signer Name _____

Title: Signer Title _____

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

Before me _____, a Notary Public on this day personally appeared _____, known to me personally or through valid photo identification to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public, State of Texas

CITY OF BASTROP, a Texas Home-Rule municipal corporation

By: _____
_____ Managing Engineer
Or Designee

Delegated by: _____
Director Development Services
Department

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

Before me _____, a Notary Public on this day personally appeared _____, Managing Engineer or Designee of Development Services Department as delegated by _____, Interim Director for the Development Services Department of the City of Bastrop, a Texas municipal corporation, on behalf of the corporation.

Given under my hand and seal of office this ____ day of _____, 20____.

Notary Public, State of Texas

EXHIBIT LIST:

- Exhibit A - Property Description
- Exhibit B - Subdivision Improvements

IF THERE IS A Lienholder
shown on the Lien Search Certificate
Use the **Consent of Lienholder** form
Next Document attached

All highlighted areas must be filled in with correct information. I suggest leaving the highlighting.

If Lien Search Certificate shows no lienholder delete this page and the Consent of Lienholder form and go straight to Exhibit List page.

**CONSENT OF LIENHOLDER TO
Execution of Subdivision Construction Contract**

STATE OF TEXAS §
COUNTY OF BASTROP §

Whereas, _____ Subdivider Name _____, is the Owner ("Owner") of the following described property:

That tract of land situated in Bastrop County, Texas described in the attached and incorporated EXHIBIT "A" ("Property"), and

Whereas, _____ Bank Name _____ is the lienholder ("Lienholder") of the Property under the terms and conditions of the following described documents:

Deed of Trust dated _____ Date _____, _____ Subdivider Name _____, to
from _____ Trustee Name _____, Trustee, securing the payment of one promissory note of even
date in the original principal amount of \$ _____, payable to
_____ Bank Name _____, Deed of Trust of record in Document Number
_____ Deed of Trust Number _____, of the Official Public Records of Bastrop County, Texas.

Whereas, Owner has executed a Subdivision Construction Agreement with the City of
Bastrop ("City") governing installation of Improvements in the
_____ Subdivision Name _____

("Development"), and;

NOW THEREFORE, in consideration of \$10 the Lienholder agrees as follows:

_____ Bank Name _____ consents to the execution of the Subdivision
Construction Agreement and the rights and obligations of Subdivider set out therein, and
subordinates all of its liens on this Property to the rights and interests of the City in the
Subdivision Construction Agreement, its successors and assigns, and any foreclosure of its liens will
not extinguish City's rights and interests in the Subdivision Construction Agreement.

_____ Bank Name _____ affirms that the undersigned has the authority to bind
the Lienholder, and that all corporate acts necessary to bind the Lienholder have been taken.

Executed on _____, 20____.

_____ Bank Name _____
_____ Bank Type _____

By: _____
Name: _____ Printed Lienholder Name _____
Title: _____ Lienholder Title _____

STATE OF Notary State §
COUNTY OF Notary County §

Before me _____, Notary Public, on this day personally appeared _____, known to me personally or through valid photo identification to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purposes and consideration expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

[SEAL]

Notary Public, State of Notary State

EXHIBIT A:
METES AND BOUNDS DESCRIPTION OF PROPERTY

**EXHIBIT B:
Subdivision Improvements**

External Subdivision Improvements and Internal Subdivision Improvements are collectively referenced as the "Subdivision Improvements".

External Subdivision Improvements. Subdivider and City agree the following improvements located outside the boundaries of the Subdivision are required in connection with the approval and development of the Subdivision (collectively, the "External Subdivision Improvements"). Subdivider agrees to deliver a financial guarantee acceptable in form and substance to the Fiscal Surety Office in an amount equal to Subdivider's pro-rata share of the estimated cost to construct and install the External Subdivision Improvements, in the amount listed below, as follows:

Description of Improvement(s)	Estimated Cost of Completion
a) Water Quality Pond(s)	\$ _____
b) Erosion and Sedimentation Controls	\$ _____
c) Restoration	\$ _____
d) Sidewalks	\$ _____
e) Parkland	\$ _____

Internal Subdivision Improvements. Subdivider and City agree the following improvements located inside the boundaries of the Subdivision are required in connection with the approval and development of the Subdivision (collectively, the "Internal Subdivision Improvements"). Subdivider agrees to deliver a financial guarantee acceptable in form and substance to the Fiscal Surety Office in an amount equal to the Estimated Cost of Completion listed below, as follows:

Description of Improvement(s)	Estimated Cost of Completion
a) Water Quality Pond(s)	\$ _____
b) Erosion and Sedimentation Controls	\$ _____
c) Restoration	\$ _____
d) Sidewalks	\$ _____
e) Parkland	\$ _____

TOTAL \$ 0.00

AFTER RECORDING, RETURN TO:

City of Bastrop
Planning and Development
211 Jackson Street
Bastrop, Texas 78602

