

**RESOLUTION NO. R-2019-114**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE THIRD AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop previously entered into a "Consent for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of the Colony Municipal Utility District No. 1: on February 23, 2004; and

**WHEREAS**, the City of Bastrop City entered into a "First Amendment to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of the Colony Municipal District No. 1" on June 14, 2016; and

**WHEREAS**, the City of Bastrop entered into a "Second Amendment to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of the Colony Municipal District No. 1" on November 7, 2017; and

**WHEREAS**, development of the Project has proceeded more slowly than originally contemplated; and

**WHEREAS**, the Parties now recognize and acknowledge that the development history of and full build-out horizon for the Project are such that the Project would benefit from the certainty and predictability of stable development of the Project to full build-out over a several year period and, thus, desire to amend the Consent Agreement accordingly.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:**

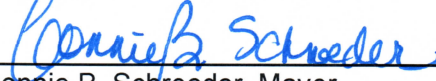
**Section 1.** That the City Council of the City of Bastrop, Texas approves the Third Amendment to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No.1, as attached in Exhibit A.

**Section 2.** The City Manager is hereby authorized to execute the Third Amendment to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No.1.

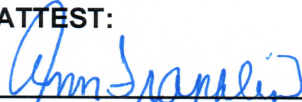
**Section 3.** This resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 12<sup>th</sup> day of November, 2019.


**APPROVED:**

  
\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Alan Bojorquez, City Attorney

**THIRD AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY  
MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE  
CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1**

This **THIRD AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1** (this "Amendment") is entered into effective as of 3-4, 2020 among the **CITY OF BASTROP, TEXAS**, a Texas municipal corporation located in Bastrop County (the "City"); **HUNT COMMUNITIES BASTROP, LLC**, a Delaware limited liability company ("Hunt" or the "Developer"); and **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1A** ("District 1A"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1B** ("District 1B"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1C** ("District 1C"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1D** ("District 1D"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1E** ("District 1E"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1F** ("District 1F"), and **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1G** ("District 1G"), each of which is a political subdivision of the State of Texas created by division of The Colony Municipal Utility District No. 1 (the "Original District") and operating under the provisions of Chapters 49 and 54, Texas Water Code. In this Agreement, District 1A, District 1B, District 1C, District 1D, District 1E, District 1F, and District 1G are sometimes referred to individually as a "Successor District" and all of the Successor Districts are sometimes referred to collectively as the "Successor Districts". The City, the Developer, and the Successor Districts are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

**RECITALS**

**WHEREAS**, the City and Sabine Investment Company, a Delaware corporation ("Sabine"), previously entered into a Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated effective as of February 23, 2004 (the "Original Consent Agreement"), which, among other things, provided for the creation of the Original District, the division of the Original District in to the Successor Districts, and a regulatory process for the development of ±1491.04 acres of land within the City's extraterritorial jurisdiction;

**WHEREAS**, the Original District was created by House Bill 3636, Acts of the 78th Legislature, Regular Session, CH. 778, Texas Session Law Service 2003 (the "Creation Legislation") and, as required by the Original Consent Agreement, the Original District joined in and consented to the Original Consent Agreement by Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated June 8, 2004;

**WHEREAS**, as permitted by the Creation Legislation and the Original Consent Agreement, the Original District subsequently divided in to the Successor Districts pursuant to an election held by the Original District on February 5, 2005;

**WHEREAS**, as required by the Original Consent Agreement, District 1A joined in and consented to the Original Consent Agreement by Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated May 18, 2005, and each of the remaining Successor Districts joined in and consented to the Original Consent Agreement by a Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated

June 14, 2005;

**WHEREAS**, effective December 30, 2006, Sabine merged with and into Forestar (USA) Real Estate Group Inc., a Delaware corporation ("Forestar"), at which time Forestar succeeded, by operation of law, to Sabine's interest in and to the Original Consent Agreement. To memorialize the merger, Forestar also joined in and consented to the Original Consent Agreement by Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated effective December 30, 2006;

**WHEREAS**, the City, Forestar, and the Successor Districts entered into a First Amendment to Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No. 1 dated effective as of June 14, 2016 (the "First Amendment") to amend the Original Consent Agreement to establish development standards for single family residential lots in the Project, revise the procedures for inspections and testing of subdivision infrastructure, and reflect certain administrative updates;

**WHEREAS**, Forestar, with the consent of the City and the Successor Districts, subsequently assigned all of its right, title, and interest in, to, and under the Consent Agreement to Hunt pursuant to an Assignment of Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 and Consent dated effective December 30, 2016;

**WHEREAS**, the City, Hunt, and the Successor Districts later entered into a Second Amendment to Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No. 1 dated effective as of November 7, 2017 (the "Second Amendment") to further amend the Original Consent Agreement to (i) modify the lot standards approved in the First Amendment in order to incorporate a new category for single family attached product; (ii) establish certain minimum building standards for the single-family residential uses within the Project; (iii) ratify the City's prior consent to the annexation of the so-called Isbell and Archer tracts into District 1A; and (iv) establish a procedure for administrative approval by City staff of future amendments that are minor in nature (the Original Consent Agreement as amended by the First Amendment and the Second Amendment being referred to herein collectively as the "Consent Agreement");

**WHEREAS**, at the time that the Original Consent Agreement was entered into, the Parties anticipated that the Project would develop relatively quickly and, therefore, the Original Consent Agreement provided that the Project would generally "vest" on a phase by phase basis;

**WHEREAS**, due to a significant economic down-turn in the mid to late 2000s to the early 2010s, changes in market conditions, and other factors, development of the Project proceeded more slowly than originally contemplated;

**WHEREAS**, although the Developer is now actively developing additional phases of the Project and has prepared a revised development plan for the remaining undeveloped portions of the Project that, among other things, contemplates a variety of home products and emphasizes connectivity and the natural beauty of the land, it is nevertheless projected that it will be many years before the Project is fully developed; and

**WHEREAS**, Parties now recognize and acknowledge that the development history of and full build-out horizon for the Project are such that the Project would benefit from the certainty and predictability of stable development standards that will facilitate and promote the

uniform planning and development of the Project to full build-out over a several-year period and, thus, desire to amend the Consent Agreement accordingly;

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Consent Agreement as follows:

#### AGREEMENT

1. Defined Terms. Capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Consent Agreement.

2. Vesting for Remainder of Project. The City and the Developer agree that the Project will be developed generally in accordance with the master development plan and road network plan attached as **Exhibit "A"** (the "*Project Master Plan*"), and that the Developer has vested authority to develop the Project under Chapter 245 of the Texas Local Government Code as provided herein. Notwithstanding anything in the Consent Agreement to the contrary, the Vesting Date for all Phases of the Project that have not been final platted as of the effective date of this Amendment (the "*Undeveloped Phases*") will be July 1, 2019, and the Applicable Rules for all Undeveloped Phases will be the City Rules in effect in the City's extraterritorial jurisdiction on July 1, 2019, as modified by any approvals, variances, waivers, and exceptions to such rules approved by the City. The Vesting Date and Applicable Rules for all Phases final platted prior to the effective date of this Amendment, will continue to be determined as originally provided under Section 2.01 of the Consent Agreement. To the extent that any current or future City Rules conflict with the Consent Agreement, as amended hereby, the terms of the Consent Agreement, as amended by this Amendment, will control.

3. Maximum Density. Notwithstanding anything in the Consent Agreement to the contrary, the maximum number of living unit equivalents within the Project will not exceed 4,300 without the City's prior approval.

4. No City Services. The Parties acknowledge that, unless specifically agreed otherwise, the City will not provide any municipal-type services (*e.g.*, utility service, streets, solid waste collection, etc.) to the Project. The streets within the Project will be dedicated to Bastrop County or a property association ("*POA*") for operation and maintenance, and local streets off main collector roadways may be gated. Additionally, Sam Houston Drive and Eight Oaks Drive may be gated in the locations generally depicted on the Project Master Plan in order to restrict access to existing gated communities. Water, wastewater, and drainage utilities and services to the Project will be provided by the Successor Districts. Parks and recreational facilities will be operated and maintained by the Successor Districts or a POA, and there will be no parkland dedication requirements for the Project.

5. Effect of Amendment. Except as specifically provided in this Amendment, the terms of the Consent Agreement continue to govern the rights and obligations of the parties, and the terms of the Consent Agreement remain in full force and effect. If there is any conflict or inconsistency between this Amendment and the Consent Agreement, this Amendment will control and modify the Consent Agreement.

6. Counterparts. To facilitate execution, (a) this Amendment may be executed in any number of counterparts; (b) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (c) a signature delivered by facsimile or in another electronic format (*e.g.*, .PDF via email) will be deemed to be an original signature for all purposes. All executed counterparts of this

instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

\* \* \*

**IN WITNESS WHEREOF**, the Parties have executed this Amendment to be effective as of the date first written above.

[counterpart signature pages follow]

**COUNTERPART SIGNATURE PAGE TO:**

**THIRD AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY  
MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE  
CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1**

**CITY:**

**CITY OF BASTROP, TEXAS**

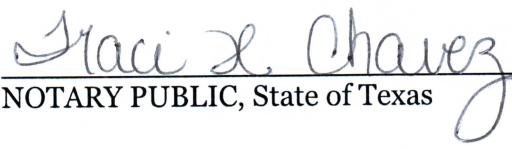
By:   
Trey Job, Acting City Manager

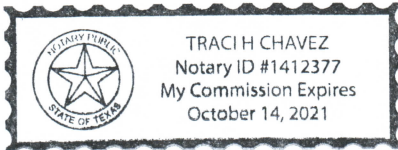
**THE STATE OF TEXAS §**

**§**

**COUNTY OF BASTROP §**

This instrument was acknowledged before me on the 4<sup>TH</sup> day of MARCH, 2020, by Trey Job, Acting City Manager of the City of Bastrop, a Texas municipal corporation, on behalf of said city.

  
NOTARY PUBLIC, State of Texas





**COUNTERPART SIGNATURE PAGE TO:**

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**DEVELOPER:**

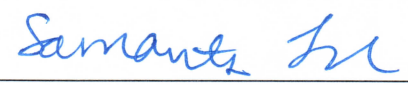
**HUNT COMMUNITIES BASTROP,  
LLC, a Delaware limited liability company**

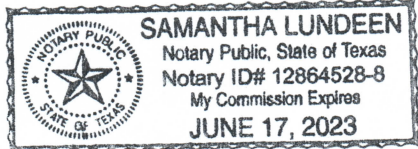
By: Hunt Communities Development  
Co., LLC, a Texas limited liability  
company, its Sole Member

By:   
Rick Neff, Senior Vice President

**THE STATE OF TEXAS   §  
  §  
COUNTY OF TRAVIS   §**

This instrument was acknowledged before me on the 17<sup>th</sup> day of January, 2020, by Rick Neff, Senior Vice President of Hunt Communities Development Co., LLC, a Texas limited liability company, Sole Member of Hunt Communities Bastrop, LLC, a Delaware limited liability company, on behalf of said limited liability companies.

  
NOTARY PUBLIC, State of Texas







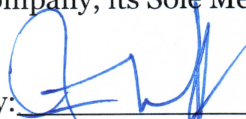
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**DEVELOPER:**

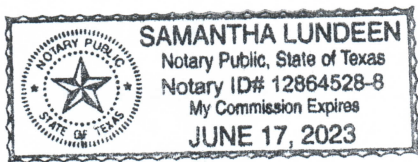
**HUNT COMMUNITIES BASTROP,  
LLC**, a Delaware limited liability company

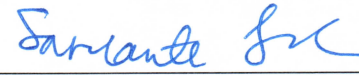
By: Hunt Communities Development  
Co., LLC, a Texas limited liability  
company, its Sole Member

By:   
Rick Neff, Senior Vice President

**THE STATE OF TEXAS   §  
  §  
COUNTY OF TRAVIS   §**

This instrument was acknowledged before me on the 17th day of January, 2020, by Rick Neff, Senior Vice President of Hunt Communities Development Co., LLC, a Texas limited liability company, Sole Member of Hunt Communities Bastrop, LLC, a Delaware limited liability company, on behalf of said limited liability companies.



  
NOTARY PUBLIC, State of Texas

**COUNTERPART SIGNATURE PAGE TO:**

**THIRD AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1**



**DISTRICT 1B:**

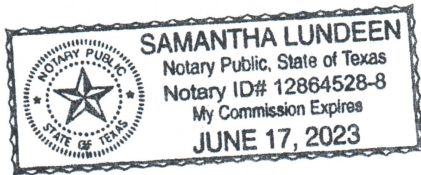
**THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1B**

By: Susan Weems Wendel  
Susan Weems Wendel, President  
Board of Directors

**THE STATE OF TEXAS §  
§  
COUNTY OF BASTROP §**

This instrument was acknowledged before me on the 27<sup>th</sup> day of January 2020, by Susan Weems Wendel, President of the Board of Directors of The Colony Municipal Utility District No. 1B, a political subdivision of the State of Texas, on behalf of said district.

Samantha Lundeen  
NOTARY PUBLIC, State of Texas



**COUNTERPART SIGNATURE PAGE TO:**

**THIRD AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1**



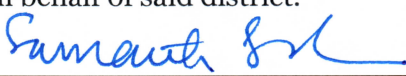
**DISTRICT 1C:**

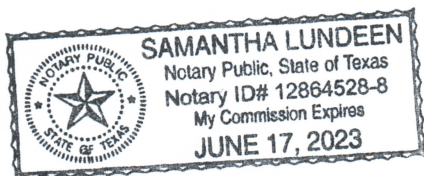
**THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1C**

By:   
Rene Barrientos, President  
Board of Directors

**THE STATE OF TEXAS §  
§  
COUNTY OF BASTROP §**

This instrument was acknowledged before me on the 27<sup>th</sup> day of January, 2020, by Rene Barrientos, President of the Board of Directors of The Colony Municipal Utility District No. 1C, a political subdivision of the State of Texas, on behalf of said district.

  
NOTARY PUBLIC, State of Texas



**COUNTERPART SIGNATURE PAGE TO:**

**THIRD AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1**



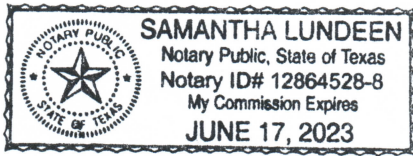
**DISTRICT 1D:**

**THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1D**

By: *Dave Griesenbeck*  
Dave Griesenbeck, President  
Board of Directors

**THE STATE OF TEXAS §  
§  
COUNTY OF BASTROP §**

This instrument was acknowledged before me on the 27<sup>th</sup> day of January, 2020, by Dave Griesenbeck, President of the Board of Directors of The Colony Municipal Utility District No. 1D, a political subdivision of the State of Texas, on behalf of said district.



*Samantha Lundeen*  
NOTARY PUBLIC, State of Texas

**COUNTERPART SIGNATURE PAGE TO:**

**THIRD AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY  
MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE  
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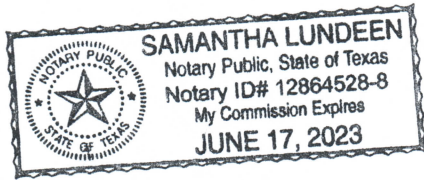
**DISTRICT 1E:**

**THE COLONY MUNICIPAL UTILITY  
DISTRICT NO. 1E**

By: *John Postle*  
John Postle, President  
Board of Directors

**THE STATE OF TEXAS §  
§  
COUNTY OF BASTROP §**

This instrument was acknowledged before me on the 27<sup>th</sup> day of January, 2020, by John Postle, President of the Board of Directors of The Colony Municipal Utility District No. 1E, a political subdivision of the State of Texas, on behalf of said district.



*Samantha Lundeen*  
NOTARY PUBLIC, State of Texas

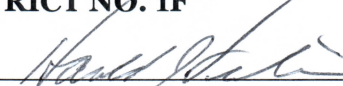
**COUNTERPART SIGNATURE PAGE TO:**

**THIRD AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1**



**DISTRICT 1F:**

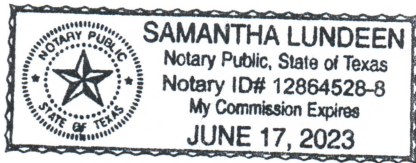
**THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1F**

By:   
Harold J. Seiler, President  
Board of Directors

**THE STATE OF TEXAS §**  
**§**  
**COUNTY OF BASTROP §**

This instrument was acknowledged before me on the 27th day of January, 2020, by Harold J. Seiler, President of the Board of Directors of The Colony Municipal Utility District No. 1F, a political subdivision of the State of Texas, on behalf of said district.

  
NOTARY PUBLIC, State of Texas



**COUNTERPART SIGNATURE PAGE TO:**

**THIRD AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1**



**DISTRICT 1G:**

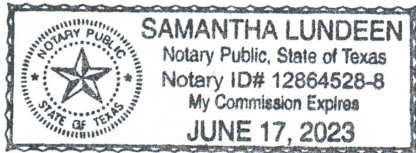
**THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1G**

By: *Richard T. Banks*  
Richard T. Banks, President  
Board of Directors

**THE STATE OF TEXAS §  
§  
COUNTY OF BASTROP §**

This instrument was acknowledged before me on the 27<sup>th</sup> day of January, 2020, by Richard T. Banks, President of the Board of Directors of The Colony Municipal Utility District No. 1G, a political subdivision of the State of Texas, on behalf of said district.

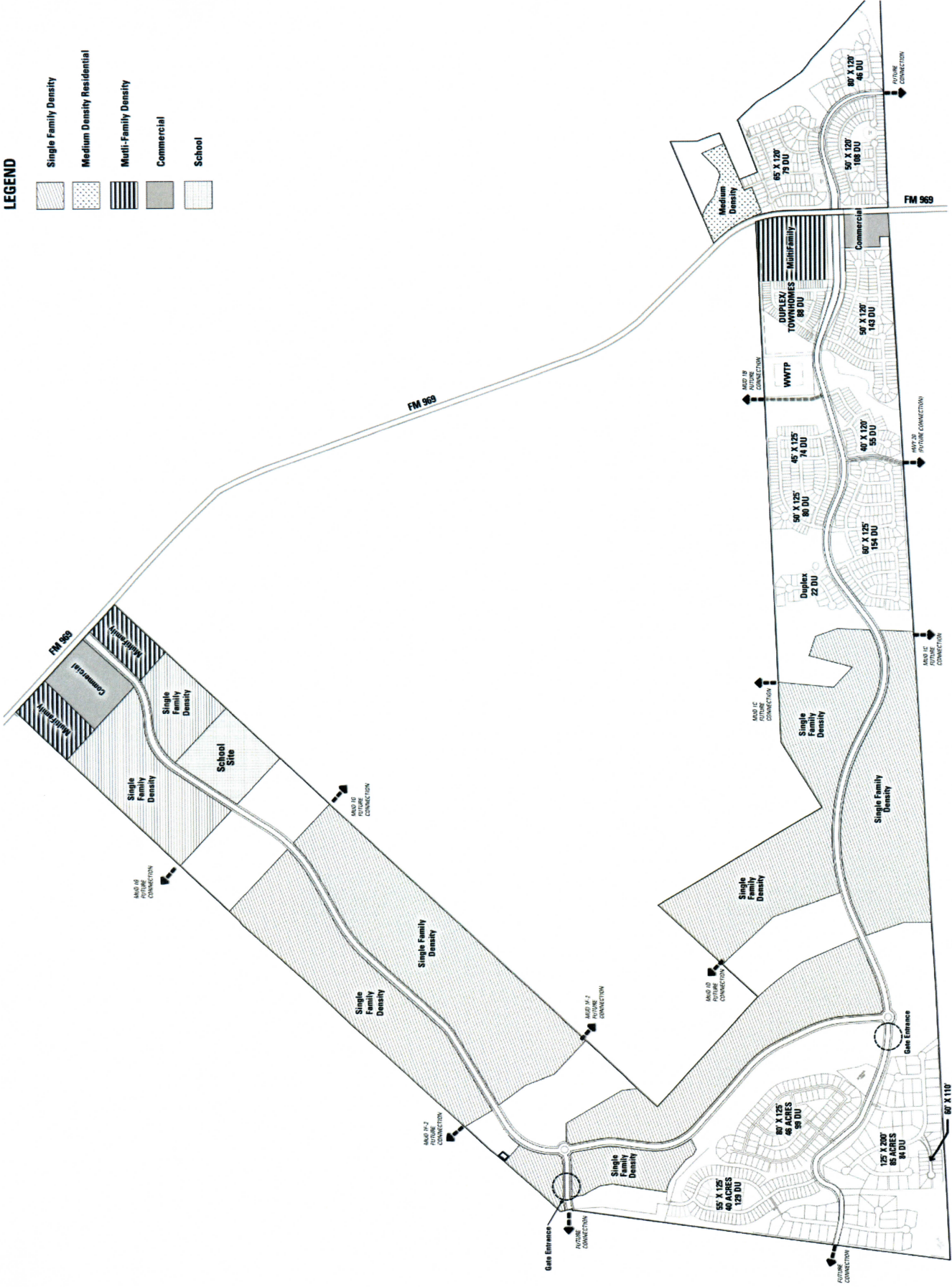
*Samantha Lundeen*  
NOTARY PUBLIC, State of Texas





**EXHIBIT "A"**  
**PROJECT MASTER PLAN**

- LEGEND**
- Single Family Density
  - Medium Density Residential
  - Multi-Family Density
  - Commercial
  - School



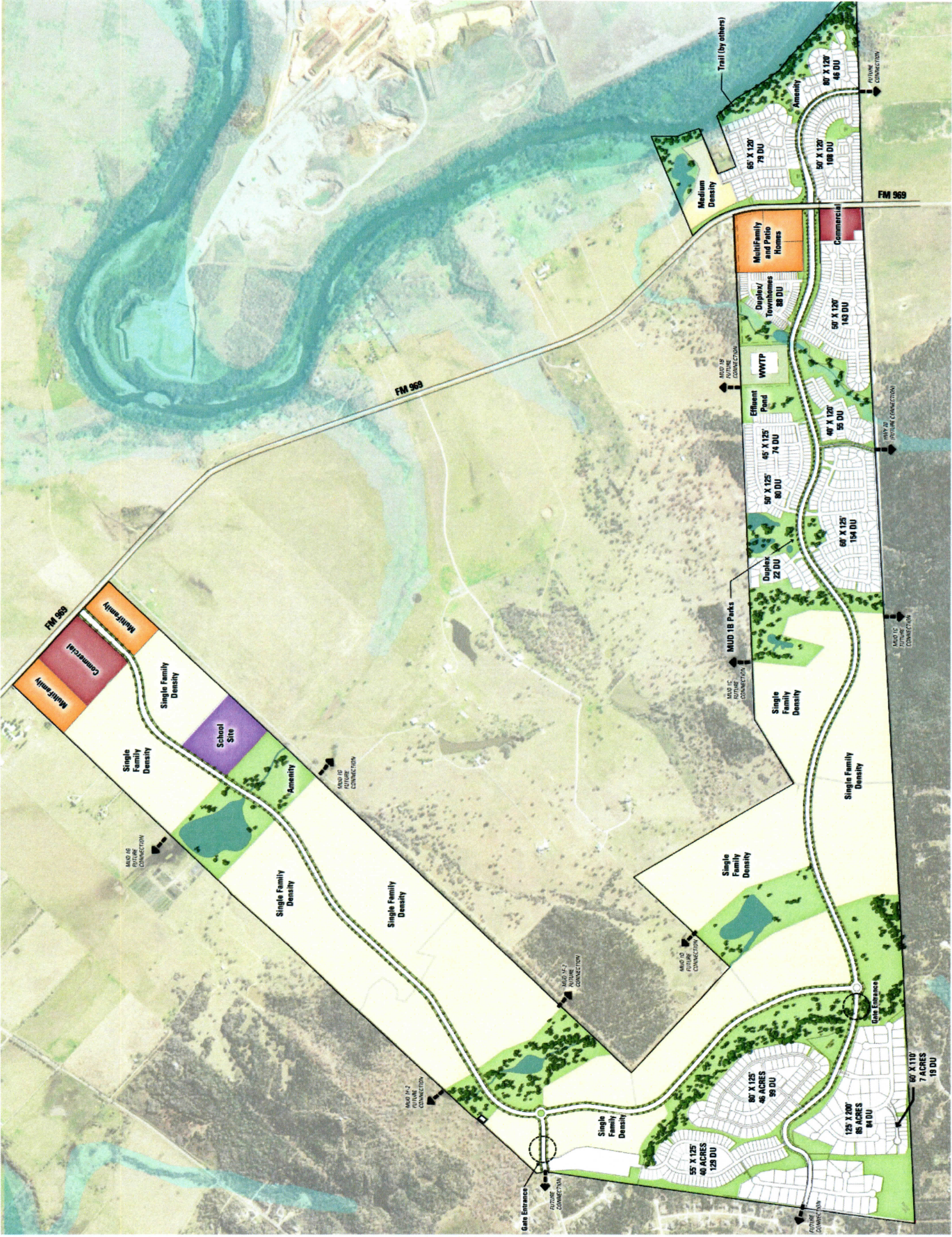
**THE COLONY / 4,300 DU CONSENT AGREEMENT LAND PLAN**



Eastrop, TX 02 August 2019



101



**THE COLONY / ILLUSTRATIVE MASTER PLAN**



02 August 2019

Bastrop, TX



T&B

*Handwritten signature/initials*