

Planning & Zoning Commission Meeting Agenda

City Council Chambers

1311 Chestnut Street

Bastrop, TX 78602



This meeting will be live streamed on the City of Bastrop Facebook Page

(www.facebook.com/bastroptx) and broadcast on Spectrum channel 10 and AT&T U-verse channel 99. A recording of the meeting will also be available within 72 hours after the meeting on the City's YouTube channel (Bastrop TX Network) and in the Agendas & Minutes section of the City website (www.cityofbastrop.org).

May 27, 2021 at 6:00 P.M.

City of Bastrop Planning & Zoning Commission meetings are available to all persons regardless of disability. If you require special assistance, please contact the Commission Secretary at (512) 332-8840 or write 1311 Chestnut Street, 78602, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

The City of Bastrop reserves the right to reconvene, recess, or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

- 1. CALL TO ORDER**
- 2. CITIZEN COMMENTS**

At this time, comments will be taken from the audience on any topic.

In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, the Commission cannot discuss issues raised or make any decision at this time. Instead, city Commissions are limited to making a statement of specific information or a recitation of existing policy in response to the inquiry. Issues may be referred to the Staff Liaison for research and possible future action.

It is not the intention of the City of Bastrop to provide a public forum for the embarrassment or demeaning of any individual or group. Neither is it the intention of the Commission to allow a member of the public to slur the performance, honesty, and/or integrity of the Commission, as a body or any member or members of the Commission, individually or collectively, nor any members of the city's staff. Accordingly, profane, insulting, or threatening language directed toward the Commission and/or any person in the Commission's presence will not be tolerated.

3. ITEMS FOR INDIVIDUAL CONSIDERATION

- 3A. Consider action to approve meeting minutes from the April 29, 2021 Planning and Zoning Commission Regular Meeting.
- 3B. Consider action to approve The Colony MUD 1E, Section 2 Phase B Final Plat, being 23.918 acres out of the Jose Manuel Bangs Survey, Abstract No. 5, located south of Eight Oaks Drive and north of Sam Houston Drive, within the Statutory and Voluntary Extra-Territorial Jurisdiction of Bastrop, Texas, as shown in Exhibit A.
- 3C. Consider action to approve Pecan Park Section 1B Final Plat, being 16.300 acres out of the Mozea Rousseau Survey, Abstract No. 56, located north of Childers Dr., within the city limits of Bastrop, Texas, as shown in Exhibit A.
- 3D. Public hearing and consider action to recommend approval of the Viridian Development Agreement with Continental Homes of Texas, L.P. for 410 +/- acres of land in the Nancy Blakey Survey, Abstract 98, to the west of FM 969, located within the City of Bastrop Extraterritorial Jurisdiction.

4. WORKSHOP

- 4A. Discussion on Comprehensive Plan Chapter 7 – Parks & Recreation and Chapter 8 – Cultural Arts & Tourism.

5. UPDATES

- 5A. Update on recent City Council actions regarding Planning Department items.
- 5B. Individual Requests from Planning & Zoning Commissioners that particular items to be listed on future agendas (no group discussion allowed).
- 5C. Planning Department Monthly Projects Volume Report.

6. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: May 24, 2021 at 5:55 p.m. and remained posted for at least two hours after said meeting was convened.



Jennifer C. Bills, Assistant Planning Director



STAFF REPORT

MEETING DATE: May 27, 2021

AGENDA ITEM: 3A

TITLE:

Consider action to approve meeting minutes from the April 29, 2021 meeting of the Planning & Zoning Commission.

STAFF REPRESENTATIVE:

Nicole Peterson, Planning Technician

ATTACHMENTS:

Meeting Minutes



Planning and Zoning Commission

April 29, 2021

Meeting Minutes

The City of Bastrop Planning and Zoning Commission met Thursday, April 29, 2021 at 6:00 p.m. in the Council Chambers located at 1311 Chestnut Street, Bastrop, Texas 78602.

1. CALL TO ORDER

Debbie Moore called the meeting to order at 6:00 p.m.

Debbie Moore	Present
Cynthia Meyer	Present
Matt Lassen	Absent
Cheryl Lee	Present
Greg Sherry	Absent
Ishmael Harris	Present
Pablo Serna	Present
Carrie Caylor	Present

2. CITIZEN COMMENTS

There were no citizen comments.

3. ITEMS FOR INDIVIDUAL CONSIDERATION

- 3A. Consider action to approve meeting minutes from the March 25, 2021 Planning and Zoning Commission Regular Meeting.

Debbie Moore made a motion to amend the March 25, 2021 meeting minutes to reflect that Glenn Johnson offered his resignation. The Commission would like to thank him for his time on the Board. Cynthia Meyer made a motion to approve the meeting minutes amended by Debbie Moore. Carrie Caylor seconded the motion and the motion carried unanimously.

- 3B. Consider action on the appeal of an administrative denial a Site Development Plan for First National Bank on Lot 2 of the Main & Spring Subdivision, located at 714 Spring Street, that was previously denied by the Director of Planning & Development due to non-compliance with the Bastrop Building Block (B³) Code Section 6.3.005 Alleys & Driveway Locations.

Jennifer Bills presented to the commission. No agreement was made between staff and applicant which is why it returned to Planning and Zoning.

Safety for pedestrians and traffic were discussed as major concerns. Reed Sharp presented several alternatives to Staff and Commission.

Carrie Caylor made a motion to approve on the appeal of an administrative denial a Site Development Plan for First National Bank on Lot 2 of the Main & Spring Subdivision, located at 714 Spring Street with following conditions:

- Signs for drivers to be aware of pedestrian crossing

Planning and Zoning Commission

April 29, 2021

Meeting Minutes

- Site Plan as presented with the 24-foot driveway on Water Street and 12-foot driveway on Spring Street

Cheryl Lee seconded the motion and the motion carried six to one with Pablo Serna opposed.

- 3C. Consider action to approve The Colony MUD 1F, Section 1 Preliminary Plat, being 11.948 acres out of the Jose Manuel Bangs Survey, Abstract No. 5, located west of FM 969, within the Statutory Extra-Territorial Jurisdiction of Bastrop, Texas, as shown in Exhibit A.

Allison Land presented to the commission. There were no comments or questions from Commissioner or citizens.

Cynthia Meyer made a motion to approve The Colony MUD 1F, Section 1 Preliminary Plat, being 11.948 acres out of the Jose Manuel Bangs Survey, Abstract No. 5, located west of FM 969, within the Statutory Extra-Territorial Jurisdiction of Bastrop, Texas, as shown in Exhibit A. Cheryl Lee seconded the motion and the motion carried unanimously.

- 3D. Consider action on the appeal of the administrative denial of the Majestic Pines Neighborhood Regulating Plan and Warrant for Block Size, located on Pine Forest Unit 6, Phase II, Lot Reserve A – Fraction (15.409 acres), within the City of Bastrop Texas as attached in the Neighborhood Regulating Plan with Exhibits A & B.

Jennifer Bills presented the information from the packet to the Commission. Discussion commenced between the Commission and Staff over drainage impact, the number of apartments, the plan to preserve the Natural habitat and the strain the growth will have on the Fire Department.

Elena Sanders, Development Director for Kittle Property Group with the Majestic Pines Neighborhood Regulating Plan, presented information about the shortage of workforce housing within the City limits, the impact of the development on the toad habitat and the connectivity for the project.

Debbie Bresette, a member of Bastrop Community Cares, stated she agreed there is an insufficient amount of workforce housing within the City limits and stated that she was in favor of this project and the housing opportunity she felt it would bring to the community.

Carrie Caylor made a motion to deny the appeal of the administrative denial of the Majestic Pines Neighborhood Regulating Plan and Warrant for Block Size, located on Pine Forest Unit 6, Phase II, Lot Reserve A – Fraction (15.409 acres), within the City of Bastrop Texas as attached in the Neighborhood Regulating Plan with Exhibits A & B. Cynthia Meyer seconded the motion and the motion carried six to one with Pablo Serna against it.

Break at 8:50 to 8:55

- 3F. Public hearing and consider action to recommend approval of an ordinance for amendments to Chapter 8 – Signs, including, Section 8.1.007 Non-conforming Signs, Section 8.1.009 Signs Requiring a Permit, Section 8.1.011 Sign Permit Requirements, Article 8.2 Master Plans, Article 8.3 On-Premises Sign Types & Standards, and Article

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Jennifer Bills presented to the Commission. Discussion commenced between Staff and Commission on the following topics: Existing signs being grandfathered, the code for existing digital flip signs, regulations on sidewalk signs, differences between variances and warrants, internal illumination, fee schedule and grade height for signs. Jennifer stated digital flip signs will not be allowed in the new code and illumination is considered part of the sign package now.

No comments from the public.

Ishmael Harris made a motion to approve the ordinance for amendments to Chapter 8 – Signs, including, Section 8.1.007 Non-conforming Signs, Section 8.1.009 Signs Requiring a Permit, Section 8.1.011 Sign Permit Requirements, Article 8.2 Master Plans, Article 8.3 On-Premises Sign Types & Standards, and Article. Cheryl Lee seconded the motion and the motion carried unanimously.

4. WORKSHOP

- 4A. Discussion on Comprehensive Plan Chapter 5 – Land Use & Community Image and Chapter 6 – Transportation.

Jennifer Bills presented to the Commission. Discussion commenced between Staff and Commission on the following topics: Center, Civic and public space requirements, off-site tree mitigation and the need for more discussion on these topics and future land use.

5. UPDATES

- 5A. Update on recent City Council actions regarding Planning Department items.

Jennifer Bills updated the Commission on the amount of Public Improvement Plan Agreements that we have received. No comments were made from Commission.

- 5B. Individual Requests from Planning & Zoning Commissioners that items to be listed on future agendas (no group discussion allowed).

No request were made at this time.

- 5C. Building Department and Planning Department Monthly Projects Volume Report.

Jennifer Bills presented the Building and Planning Department project report for March. No comments were made from Commission.

6. ADJOURNMENT

Cynthia Meyer made a motion to adjourn at 9:41 p.m. Cheryl Lee seconded the motion, and the motion carried unanimously.

Planning and Zoning Commission
April 29, 2021
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Debbie Moore, Chair

Pablo Serna, Vice-Chair



STAFF REPORT

MEETING DATE: May 27, 2021

AGENDA ITEM: 3B

TITLE:

Consider action to approve The Colony MUD 1E, Section 2 Phase B Final Plat, being 23.918 acres out of the Jose Manuel Bangs Survey, Abstract No. 5, located south of Eight Oaks Drive and north of Sam Houston Drive, within the Statutory and Voluntary Extra-Territorial Jurisdiction of Bastrop, Texas, as shown in Exhibit A.

STAFF REPRESENTATIVE:

Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director
Allison Land, Planner II

ITEM DETAILS:

Site Address: South of Eight Oaks Drive and north of Sam Houston Drive (Attachment 1)
Total Acreage: 23.918 acres
Legal Description: 23.918 acres of the Jose Manuel Bangs Survey, Abstract 5
Property Owner: Rick Neff/Hunt Communities Bastrop, L.L.C.
Agent Contact: Matt Synatschk, Carlson, Brigance, and Doering, Inc.
Existing Use: Vacant/Undeveloped
Existing Zoning: None. Extra-Territorial Jurisdiction, The Colony MUD
Adopted Plan: Third Amendment to the Colony MUD Consent Agreement, Approved March 4, 2020
Future Land Use: Neighborhood Residential

BACKGROUND/HISTORY:

The applicant has submitted a Final Plat application for The Colony MUD 1E Section 2 Phase B (Exhibit A). The plat includes 59 residential lots and 3 non-residential lots that connect neighboring sections via Loysoya Street and William Hersee Drive (Attachment 1). The proposed single-family lots follow the lot standards adopted in the Consent Agreement, as amended.

Traffic Impact and Streets

The Final Plat connects to 1F Section 1 to the north by extending William Hersee Drive, which connects to the main arterial street, Eight Oaks, to the north. The Final Plat connects to 1E Section 2A to the south by extending Loysoya Street, which connects to the main arterial street, Sam Houston Drive, to the south. The neighborhood trail system will be extended through the section.

A traffic impact analysis (TIA) for the overall development of The Colony MUD has been previously approved by the City, and the plat is consistent with the numbers for the impact to the existing

roadways. Improvements along FM 969 have been completed with previous sections, and provisions for a future traffic signal will also be provided.

Utilities

Water service (domestic and fire) will be provided by The Colony MUD via water line extensions from existing infrastructure located near FM 969 and Sam Houston Drive. These lines will be designed according to the City's construction standards, as well as the Texas Commission on Environmental Quality's (TCEQ) requirements. A Preliminary Infrastructure Plan has been reviewed and approved by the City Engineer.

Wastewater collection and treatment will also be provided by The Colony MUD. Wastewater improvements were included in the approved Preliminary Infrastructure Plan.

Drainage

Stormwater runoff generated within the property will be routed through an underground storm sewer network, which will then flow into a detention pond in the adjacent section to the southeast, which will then discharge at pre-developed rates to the south. The drainage accounts for the updated rainfall totals of Atlas 14.

POLICY EXPLANATION:

Final Plats are reviewed and approved by the Planning & Zoning Commission.

Compliance with 2036 Comprehensive Plan:

Future Land Use Plan - Neighborhood Residential: The Neighborhood Residential character area is for single-family residential subdivision development, associated amenities such as parks, trails, open spaces and public uses such as schools, fire stations, and more.

This plat complies with the Future Land Use Plan, which shows Neighborhood Residential in this area. The plat proposes residential lots.

Objective 2.1.2: Exercise greater influence on development patterns and character in the Bastrop ETJ.

The City of Bastrop has a Consent Agreement with The Colony Municipal Utility District that allows the city to agree to specific land uses and development standards, even though the development is not within the city limits. This allows the city to ensure the quality of development and future sustainability.

Goal 4.1.1 Provide a greater diversity of housing options in Bastrop while protecting the character of the City's existing neighborhoods.

Through the Consent Agreement, The Colony MUD development includes four different single-family lot standards and two multi-family standards.

Local Government Code

Sec. 212.002. Rules.

After a public hearing on the matter, the governing body of a municipality may adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality.

Bastrop adopted subdivision regulations in 1981. The B³ Code, Chapter 1: Subdivision outlines the process and requirements for plats within the Bastrop city limits and Extra Territorial Jurisdiction (ETJ).

Section 212.004 Plat Required

- (a) The owner of a tract of land located within the limits or in the extraterritorial jurisdiction of a municipality who divides the tract in two or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared.

The applicant has proposed subdividing an undeveloped 23.918-acre tract into 59 residential lots and 3 non-residential lots. Public improvements within the subdivision will be dedicated to The Colony Municipal Utility District upon their completion. Bastrop County Commissioners Court has the option to accept street improvements.

Sec. 212.010. Standards for Approval

- (a) The municipal authority responsible for approving plats shall approve a plat if:
- (1) it conforms to the general plan of the municipality and its current and future streets, alleys, parks, playgrounds, and public utility facilities;

The final plat conforms to the Future Land Use Plan, which is designated Neighborhood Residential for this area.

- (2) it conforms to the general plan for the extension of the municipality and its roads, streets, and public highways within the municipality and in its extraterritorial jurisdiction, taking into account access to and extension of sewer and water mains and the instrumentalities of public utilities;

A traffic impact analysis (TIA) for the overall development of The Colony Subdivision has been previously approved by the City, and the plat is consistent with the recommendations of that analysis. Improvements along FM 969 were built with the previous section and included items such as turning and deceleration lanes. Provisions for a future traffic signal have been required by the Texas Department of Transportation.

- (3) a bond required under Section 212.0106, if applicable, is filed with the municipality; and

A fiscal guarantee will be provided for the construction and maintenance of the street improvements before any final plats can be recorded.

- (4) it conforms to any rules adopted under Section 212.002.

The final plat complies with the requirements of the adopted B³ Code and Consent Agreement.

B³ Code – Chapter 1: Subdivisions

- Section 1.3.001 Standard Procedure - Platting
Any subdivision requiring the extension of public infrastructure or of more than four lots require the approval of a Preliminary Plat, Public Improvement Plan, and a Final Plat.
- Section 1.3.003 Final Plat
The preliminary plat of The Colony MUD 1E Section 2 Phase B was approved May 12, 2015.

The Public Improvement Plan for the feasibility of the construction of the subdivision improvements was approved by the City Engineer on July 30, 2015.

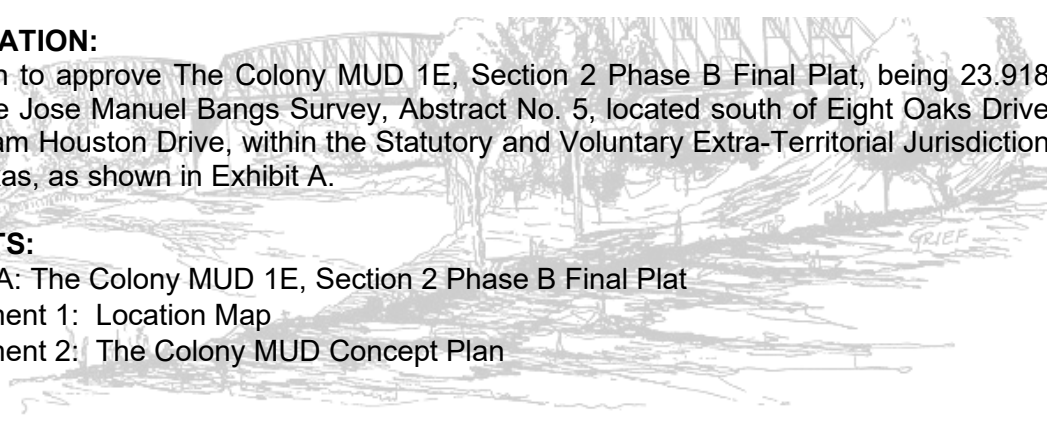
- Section 1.3.004 Plat Requirements
The Development Review Committee reviewed the Final Plat for Colony MUD 1E, Section 2 Phase B for compliance with subdivision, utility standards, and Consent Agreement on May 6, 2021 and deemed the plat administratively complete. The Planning Director recommends approval.

RECOMMENDATION:

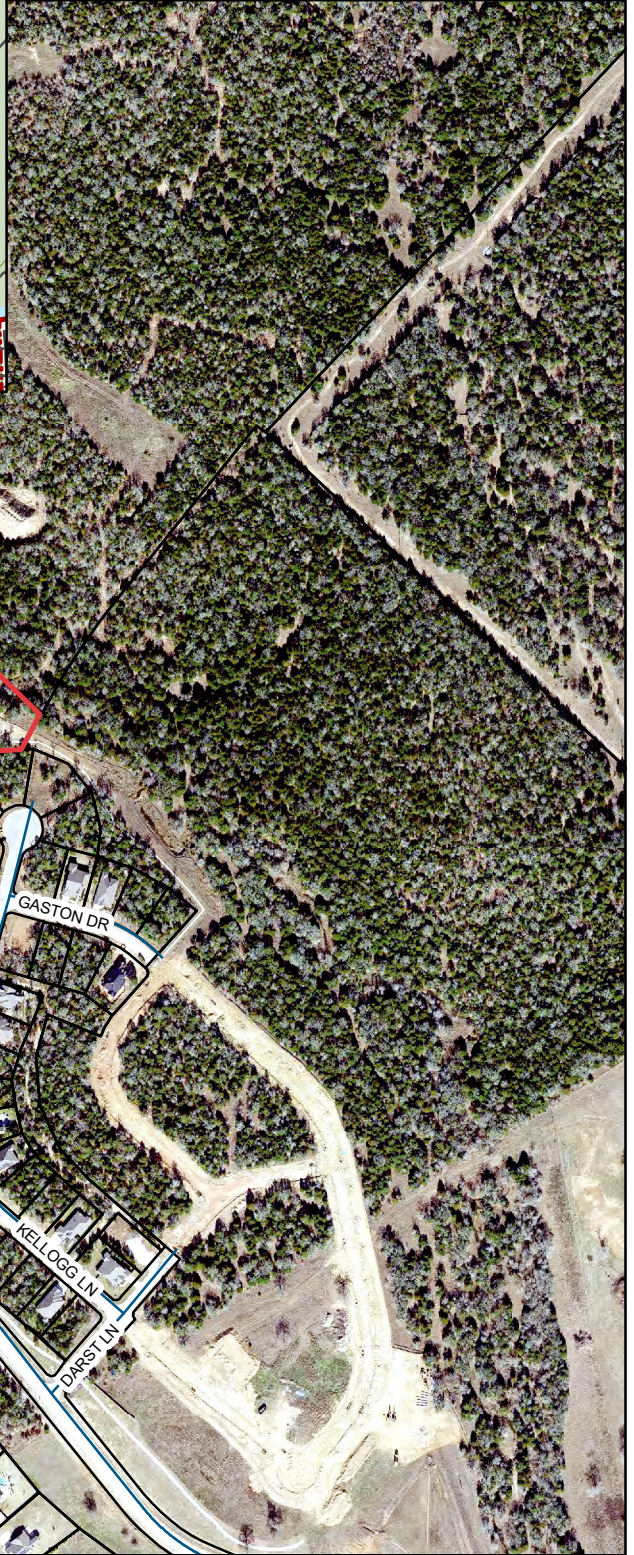
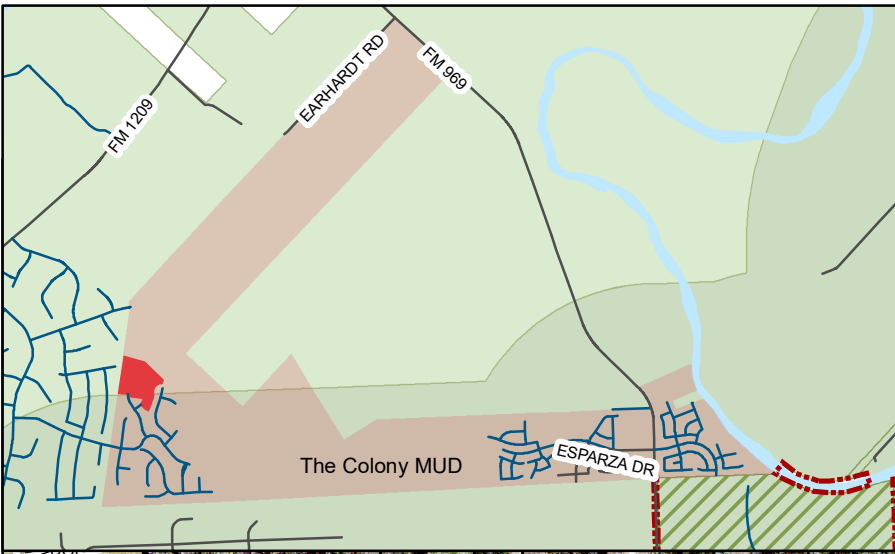
Consider action to approve The Colony MUD 1E, Section 2 Phase B Final Plat, being 23.918 acres out of the Jose Manuel Bangs Survey, Abstract No. 5, located south of Eight Oaks Drive and north of Sam Houston Drive, within the Statutory and Voluntary Extra-Territorial Jurisdiction of Bastrop, Texas, as shown in Exhibit A.

ATTACHMENTS:

- Exhibit A: The Colony MUD 1E, Section 2 Phase B Final Plat
- Attachment 1: Location Map
- Attachment 2: The Colony MUD Concept Plan



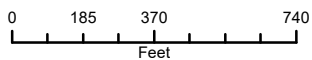
Attachment 1 Location Map



Final Plat The Colony MUD 1E Section 2 Phase B

Date: 5/24/2021

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.



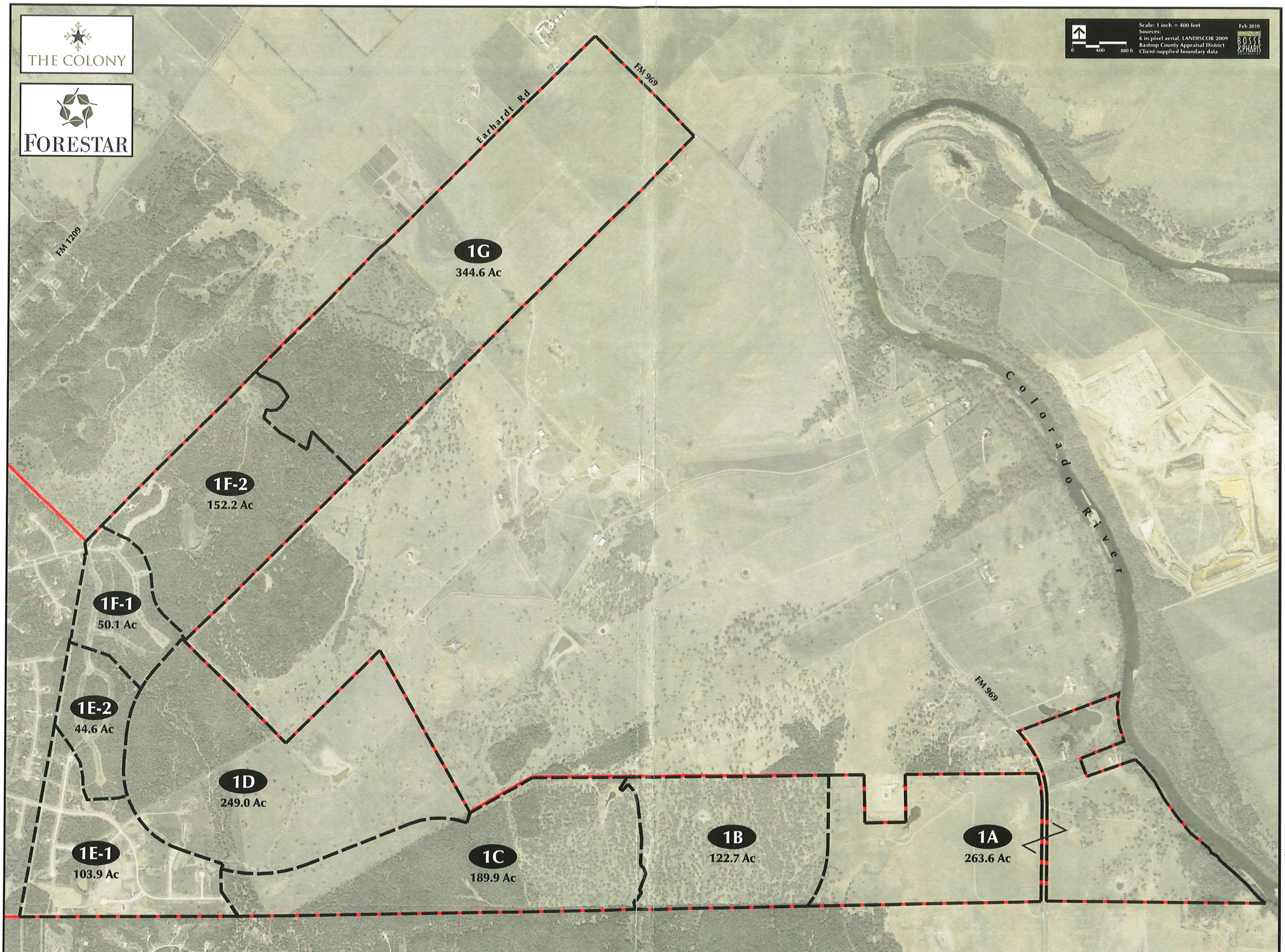
1 inch = 500 feet





Scale: 1 inch = 400 feet
Sources:
6 in pixel aerial, LANDISOR 2009
Bastrop County Appraisal District
Client-supplied boundary data

Feb 2010
BOSSÉ & PHARIS





STAFF REPORT

MEETING DATE: May 27, 2021

AGENDA ITEM: 3C

TITLE:

Consider action to approve Pecan Park Section 1B Final Plat, being 16.300 acres out of the Mozea Rousseau Survey, Abstract No. 56, located north of Childers Dr., within the city limits of Bastrop, Texas, as shown in Exhibit A.

STAFF REPRESENTATIVE:

Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director
Allison Land, Planner II

ITEM DETAILS:

Site Address: North of Childers (Attachment 1)
Total Acreage: 16.300 acres
Legal Description: 16.300 acres of the Mozea Rousseau Survey, Abstract 56
Property Owner: Scott Miller/Ranch Road Development, L.L.C.
Agent Contact: Matt Synatschk, Carlson, Brigance, and Doering, Inc.
Existing Use: Vacant/Undeveloped
Existing Zoning: Planned Development District
Adopted Plan: Pecan Park Residential Planned Development
Future Land Use: Neighborhood Residential

BACKGROUND/HISTORY:

The applicant has submitted a Final Plat application for Pecan Park Section 1B (Exhibit A). The plat includes 81 residential lots and 4 landscape easement lots and is located north of Childers Drive and east of Sterling Drive (Attachment 1). The proposed single-family lots follow the lot standards adopted in the Pecan Park Residential Planned Development ordinances. This is the last section of residential development within Pecan Park.

Streets

The Final Plat connects to the extension of Childers Drive, an arterial street, which currently exits onto W SH 71, and will provide the main access into the development. Local streets connecting to Childers Drive and Sterling Drive will serve the proposed residential lots and provide access into the surrounding Pecan Park residential neighborhoods and north to the Pecan Park commercial area. Sidewalks will be built within the development, which will ultimately connect to the existing neighborhood trail and sidewalk system.

Utilities

Water service (domestic and fire) will be provided by the City of Bastrop via water line extensions from existing infrastructure located near Childers Drive to the south and Driftwood Lane to the

north. These lines will be designed according to the City's construction standards, as well as the Texas Commission on Environmental Quality's (TCEQ) requirements. Public Improvement Plans have been reviewed and approved by the City Engineer.

Wastewater collection and treatment will also be provided by the City of Bastrop. Wastewater improvements were included in the approved Public Improvement Plans.

Drainage

Stormwater runoff generated within the property will be routed through an underground storm sewer network, which will then flow into open drainage channels, which will then discharge into the Colorado River. The drainage report for this area is an updated version of the House-Moran drainage plan to include improvements in Pecan Park Sections 2 and 7 to the south of this section. Additionally, the residential lots will include maximum impervious coverage limit that is reflected in the system capacity.

POLICY EXPLANATION:

Final Plats are reviewed and approved by the Planning & Zoning Commission.

Compliance with 2036 Comprehensive Plan:

Future Land Use Plan - Neighborhood Residential: The Neighborhood Residential character area is for single-family residential subdivision development, associated amenities such as parks, trails, open spaces and public uses such as schools, fire stations, and more.

This plat complies with the Future Land Use Plan, which shows Neighborhood Residential in this area. The plat proposes residential lots.

Objective 2.1.2: Exercise greater influence on development patterns and character in the Bastrop ETJ.

The City of Bastrop has a Consent Agreement with The Colony Municipal Utility District that allows the city to agree to specific land uses and development standards, even though the development is not within the city limits. This allows the city to ensure the quality of development and future sustainability.

Goal 4.1.1 Provide a greater diversity of housing options in Bastrop while protecting the character of the City's existing neighborhoods.

Through the Planned Development, Pecan Park includes six different single-family lot standards.

Local Government Code

Sec. 212.002. Rules.

After a public hearing on the matter, the governing body of a municipality may adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality.

Bastrop adopted subdivision regulations in 1981. The B³ Code, Chapter 1: Subdivision outlines the process and requirements for plats within the Bastrop city limits and Extra Territorial Jurisdiction (ETJ).

Section 212.004 Plat Required

- (a) The owner of a tract of land located within the limits or in the extraterritorial jurisdiction of a municipality who divides the tract in two or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared.

The applicant has proposed subdividing an undeveloped 16.300-acre tract into 81 residential lots and 4 landscape easement lots. Public improvements within the subdivision (streets, drainage, and other utilities) will be dedicated to the City of Bastrop upon their completion.

Sec. 212.010. Standards for Approval

- (a) The municipal authority responsible for approving plats shall approve a plat if:
- (1) it conforms to the general plan of the municipality and its current and future streets, alleys, parks, playgrounds, and public utility facilities;

The final plat conforms to the Future Land Use Plan, which is designated Neighborhood Residential for this area, and to the preliminary plat of Pecan Park Sections 1B, 2, & 7, which was approved September 10, 2019.

- (2) it conforms to the general plan for the extension of the municipality and its roads, streets, and public highways within the municipality and in its extraterritorial jurisdiction, taking into account access to and extension of sewer and water mains and the instrumentalities of public utilities;

The subdivision complies with the approved preliminary plat for the area and adopted ordinances governing this area. Connectivity outside the section will be provided by extending Childers Drive and Sterling Drive, which ultimately connect to Agnes Street and West State Highway 71. Extension of public utilities has been approved with the Public Improvement Plans.

- (3) a bond required under Section 212.0106, if applicable, is filed with the municipality; and

A fiscal guarantee will be provided for the construction and maintenance of the street improvements before any final plats can be recorded.

- (4) it conforms to any rules adopted under Section 212.002.

The final plat complies with the requirements of the adopted B³ Code and Planned Development ordinances.

B³ Code – Chapter 1: Subdivisions

- Section 1.3.001 Standard Procedure - Platting

Any subdivision requiring the extension of public infrastructure or of more than four lots require the approval of a Preliminary Plat, Public Improvement Plan, and a Final Plat.

- Section 1.3.003 Final Plat

The preliminary plat of Pecan Park Sections 1B, 2, & 7 was approved September 10, 2019.

The Public Improvement Plan for the feasibility of the construction of the subdivision improvements was approved by the City Engineer on February 11, 2021.

The Public Improvement Plan Agreement for the fiscal surety of the section was approved by City Council with Resolution Number R-2021-23 on March 23, 2021.

- Section 1.3.004 Plat Requirements

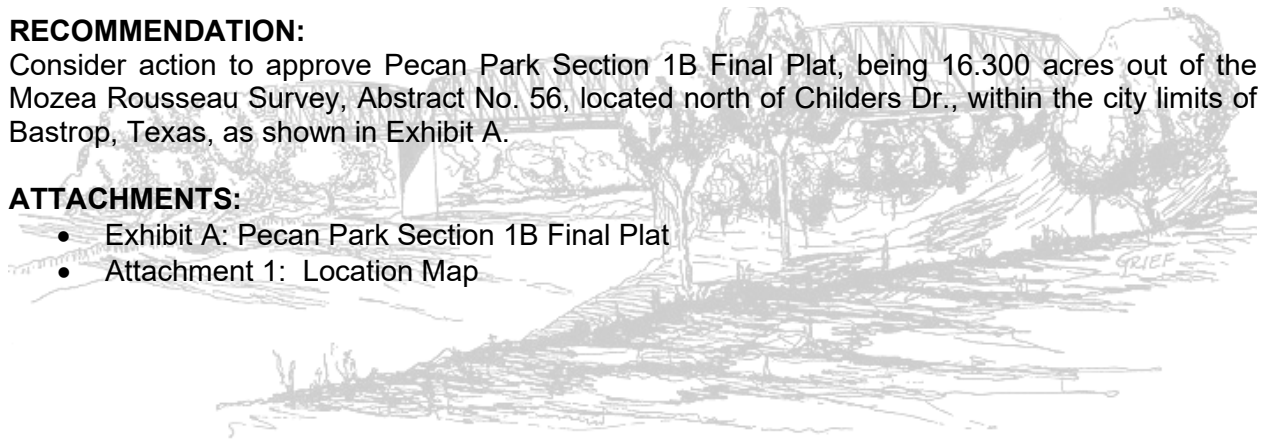
The Development Review Committee reviewed the Final Plat for Pecan Park Section 1B for compliance with subdivision, utility standards, and Planned Development ordinances on May 20, 2021 and deemed the plat administratively complete. The Planning Director recommends approval.

RECOMMENDATION:

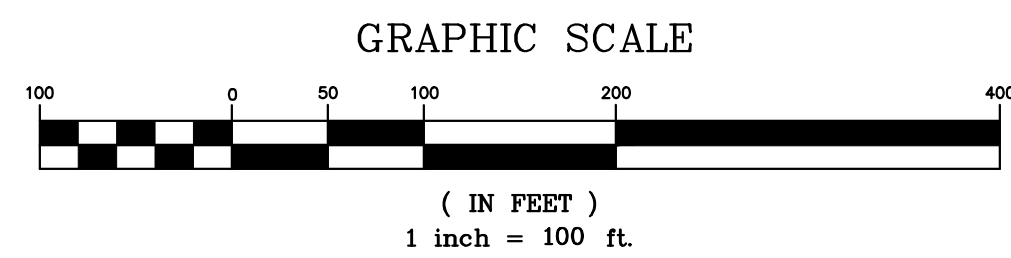
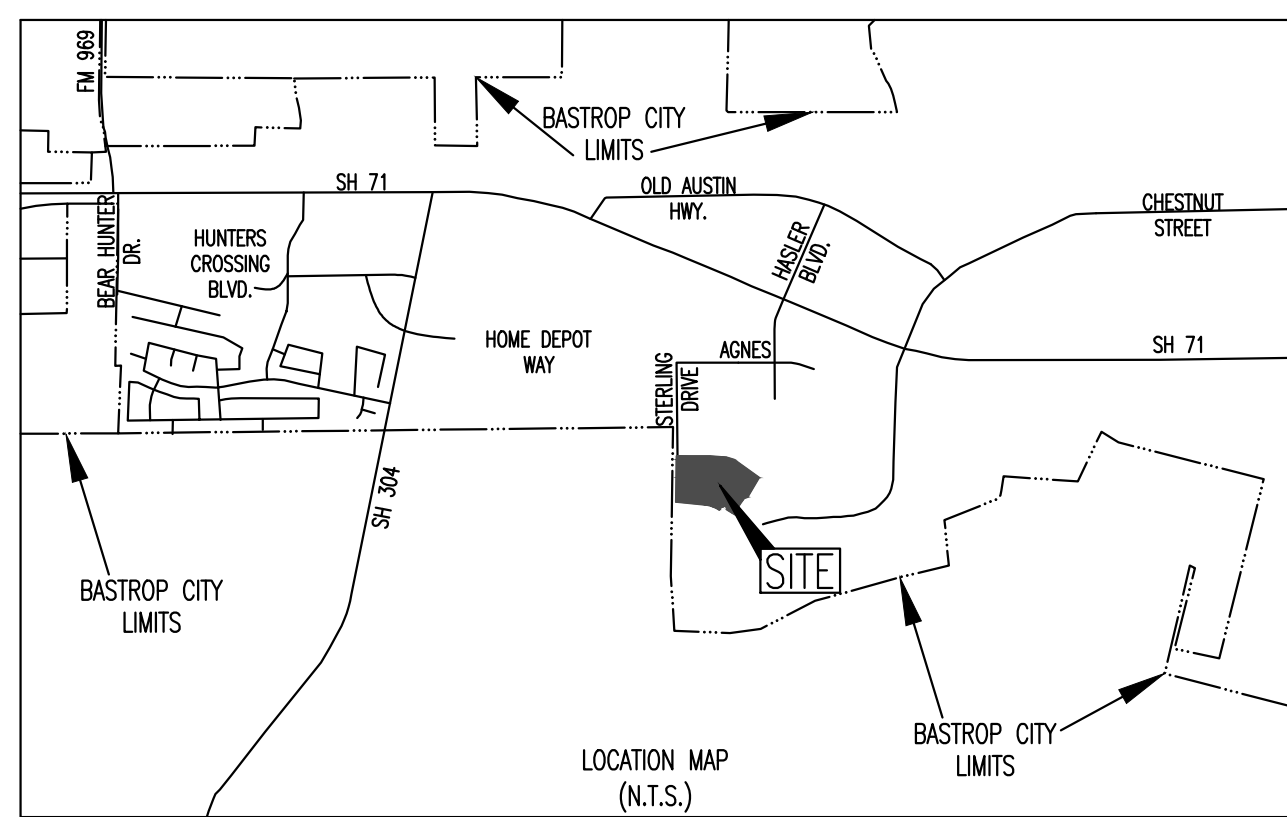
Consider action to approve Pecan Park Section 1B Final Plat, being 16.300 acres out of the Mozea Rousseau Survey, Abstract No. 56, located north of Childers Dr., within the city limits of Bastrop, Texas, as shown in Exhibit A.

ATTACHMENTS:

- Exhibit A: Pecan Park Section 1B Final Plat
- Attachment 1: Location Map



THE FINAL PLAT OF PECAN PARK SECTION 1B



SCALE: 1" = 100'

LEGEND

- 1/2" CAPPED IRON ROD SET
- CAPPED IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- 2 LOT NUMBER
- DRAINAGE EASEMENT
- - - LANDSCAPE EASEMENT
- · - · - APPROXIMATE FEMA 100 YEAR FLOODPLAIN

DATE: FEBRUARY 4, 2021
OWNER:
RANCH ROAD DEVELOPMENT, LLC.
3951 HIGHWAY 71 E
BUILDING A
BASTROP, TX 78602
ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, Inc.
5501 WEST WILLIAM CANNON
AUSTIN, TX 78749
(512) 280-5160
(512) 280-5165 fax

F.E.M.A. MAP NO. 48021 C 0355E
BASTROP COUNTY, TEXAS DATED: JANUARY 19, 2006

LINEAR FOOTAGE OF RIGHT-OF-WAY					
Right-of-Way	Width	Length	Area	Notes	Area
CHILDERS DRIVE	60' R.O.W.	407'-F	651 FT	COLLECTOR	
HAMILTON POOL LANE	50' R.O.W.	307'-F	612 FT	LOCAL	
SHALLOWFORD PLACE	50' R.O.W.	307'-F	895 FT	LOCAL	
STERLING DRIVE	60' R.O.W.	307'-F	843 FT	LOCAL	
ASTER PLACE	50' R.O.W.	307'-F	672 FT	LOCAL	
TOTAL			3,473 FT		

TOTAL ACRES: 16,300 ACRES
SURVEY: MOZEA ROUSSEAU SURVEY, ABSTRACT No. 56

RESIDENTIAL LOTS: 81 TOTAL: 10,478 ACRES
LANDSCAPE EASEMENT LOTS: 4 TOTAL: 1,682 ACRES

NO. OF BLOCKS: 5 TOTAL: 4,140 ACRES
R.O.W.:

FLOOD PLAN NOTE:
NO PORTION OF THIS TRACT LIES WITHIN A DESIGNATED FLOOD HAZARD AREA, AS SHOWN ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION RATE MAP NO. 48021 C 0355E, FOR BASTROP COUNTY TEXAS, DATED JANUARY 19, 2006. COMMUNITY NUMBER 480022.

Line Table		
Line #	Length	Direction
L1	107.86	S74°52'47"E
L2	50.99	S69°41'58"W
L3	119.69	S33°49'50"W
L4	120.55	S20°12'13"W
L5	28.33	S30°09'24"W
L6	121.12	N59°50'46"W
L7	50.00	N59°50'46"W
L8	60.00	S30°09'14"W
L9	12.69	N59°50'46"W
L10	24.59	N01°57'39"W
L11	3.82	N01°46'55"W
L12	15.95	N22°39'09"W
L13	10.11	S70°40'13"W
L14	112.43	S56°11'04"E
L16	24.63	N33°49'50"E
L17	24.63	N33°49'50"E
L18	56.08	S22°00'22"W
L19	92.48	N30°09'14"E
L20	92.48	N30°09'14"E
L21	23.88	S56°11'04"E

Line Table		
Line #	Length	Direction
L22	32.00	S84°58'15"W
L23	27.27	S05°01'45"E
L24	12.69	N59°50'46"W
L25	94.35	S86°37'19"E
L26	49.31	N22°39'09"W
L27	3.82	N01°46'55"W
L28	9.20	S70°40'13"W
L29	129.12	S56°11'04"E
L30	106.07	S33°48'56"W
L31	68.42	N38°45'19"E
L32	33.05	S56°11'04"E
L33	32.00	S84°58'15"W
L34	103.77	S05°01'45"E
L35	171.50	S15°28'01"E
L36	131.94	N59°50'46"W
L37	14.98	N09°15'41"W
L38	112.99	S02°37'26"E
L39	111.97	S05°01'45"E

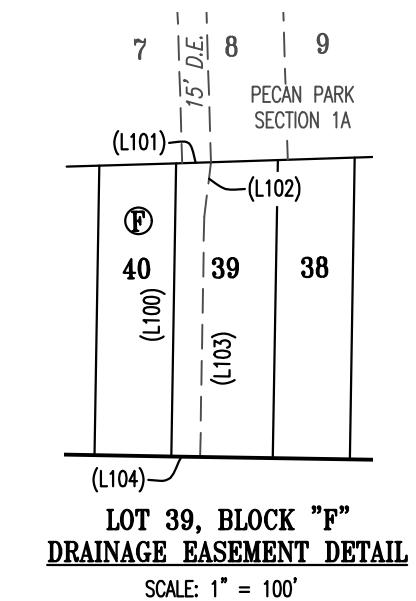
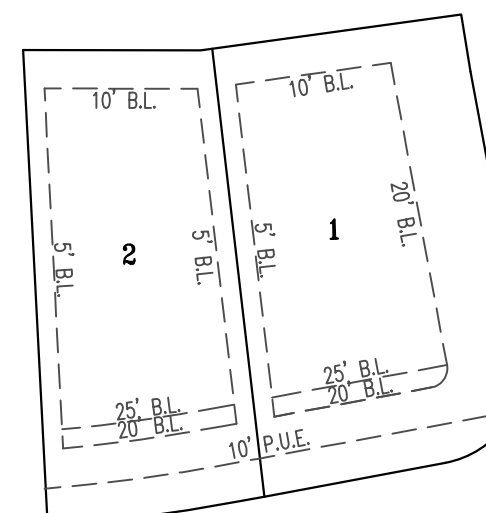
Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	39.27	25.00	N14°50'46"W	35.36	25.00	90°00'00"
C2	39.27	25.00	S75°09'14"W	35.36	25.00	90°00'00"
C3	219.64	470.00	N73°14'02"W	217.65	111.86	26°46'33"
C4	37.82	25.00	S65°59'28"E	34.32	23.59	86°40'38"
C5	134.78	370.00	S12°13'02"E	134.03	68.14	20°52'14"
C6	247.68	530.00	N73°14'02"W	245.43	126.15	26°46'33"
C7	114.96	325.00	S80°48'14"W	114.37	58.09	20°16'03"
C8	157.80	275.00	N72°37'24"W	155.65	81.14	32°52'39"
C9	44.42	25.00	N72°54'41"E	38.80	30.77	10°148'20"
C10	67.09	325.00	S27°55'00"W	66.97	33.67	11°49'40"
C11	56.75	275.00	S27°55'08"W	56.65	28.47	11°49'23"
C12	66.98	325.00	N27°54'41"E	66.86	33.61	11°49'29"
C13	41.28	274.98	S34°27'16"W	41.24	20.68	6°36'07"
C14	22.20	325.00	S32°06'39"W	22.20	11.11	3°54'50"
C15	39.39	24.98	N11°03'30"W	35.43	25.13	90°20'47"
C16	119.53	225.00	N71°24'12"W	118.13	61.21	30°26'14"
C17	40.35	275.00	S89°10'28"W	40.32	20.21	6°24'26"
C18	39.27	25.00	S39°58'15"W	35.36	25.00	90°00'00"
C19	41.44	430.00	N02°16'06"W	41.42	20.74	5°31'18"
C20	38.01	25.00	S43°03'53"E	34.45	23.77	87°06'52"
C21	40.93	25.00	N46°28'29"E	36.51	26.72	93°48'25"
C22	29.71	370.00	N02°43'44"W	29.70	14.86	4°36'02"
C23	113.81	370.00	N13°50'27"W	113.36	57.36	17°37'24"
C24	156.63	430.00	S12°13'02"E	155.77	79.19	20°52'14"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C25	97.28	275.00	S80°48'14"W	96.77	49.15	20°16'03"
C26	129.11	225.00	N72°37'24"W	127.35	66.39	32°52'39"
C27	38.67	25.00	N11°52'29"W	34.93	24.40	88°37'10"
C28	6.63	275.00	N33°07'31"E	6.63	3.31	1°22'50"
C29	35.43	25.13	N79°15'47"E	32.57	21.38	80°47'34"
C30	146.09	275.00	N71°24'12"W	144.38	74.81	30°26'14"
C31	47.69	325.00	S89°10'28"W	47.65	23.89	6°24'26"
C32	39.27	25.00	S50°01'45"E	35.36	25.00	90°00'00"
C33	69.17	430.00	N09°38'15"W	69.10	34.66	91°37'00"
C34	37.05	25.00	S28°12'44"W	33.75	22.87	84°54'38"
C35	29.73	25.00	S56°43'14"E	28.01	16.91	68°08'08"
C36	8.09	25.00	N79°56'22"E	8.06	4.08	18°32'29"
C37	21.91	325.00	S72°36'06"W	21.91	10.96	3°51'47"
C38	37.37	325.00	S77°49'39"W	37.35	18.71	6°35'19"
C39	38.04	325.00	S84°28'30"W	38.02	19.04	6°42'22"
C40	17.64	325.00	S89°22'58"W	17.64	8.82	3°06'35"
C41	11.05	275.00	N87°54'40"W	11.05	5.52	2°18'07"
C42	36.69	275.00	N82°56'16"W	36.67	18.37	7°38'42"
C43	36.69	275.00	N75°17'33"W	36.67	18.37	7°38'42"
C44	36.69	275.00	N67°38'51"W	36.67	18.37	7°38'42"
C45	36.67	275.00	N60°00'17"W	36.64	18.36	7°38'25"
C47	37.12	325.00	N30°32'37"E	37.10	18.58	6°32'37"
C48	10.79	275.00	S37°37'54"W	10.78	5.39	2°14'50"
C49	30.50	274.66	S33°19'52"W	30.48	15.26	6°21'44"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C50	6.79	225.00	N57°02'57"W	6.79	3.40	1°43'46"
C51	77.25	225.00	N67°45'01"W	76.87	39.01	19°40'21"
C52	35.48	225.00	N82°06'15"W	35.44	17.78	9°02'07"
C53	20.07	275.00	N88°42'45"W	20.06	10.04	4°10'52"
C54	20.28	275.00	S87°05'02"W	20.28	10.15	4°13'35"
C55	22.83	275.00	S73°02'56"W	22.83	11.42	4°45'27"
C56	62.99	275.00	S81°59'24"W	62.86	31.64	13°07'29"
C57	11.45	275.00	S89°44'42"W	11.45	5.73	2°23'07"
C58	19.24	225.00	N86°36'43"W	19.24	9.63	4°54'02"
C59	72.31	225.00	N74°57'17"W	72.00	36.47	18°24'50"
C60	37.56	225.00	N60°57'59"W	37.51	18.82	9°33'48"
C61	2.78	275.00	N56°28'26"W	2.78	1.39	0°34'44"
C62	37.70	275.00	N60°41'25"W	37.67	18.88	7°51'14"
C63	38.36	275.00	N68°36'50"W	38.33	19.21	7°59'35"
C64	37.70	275.00	N76°32'15"W	37.67	18.88	7°51'14"
C65	29.55	275.00	N83°32'35"W	29.54	14.79	6°09'27"
C66	1.33	325.00	N86°44'22"W	1.33	0.67	0°14'06"
C67	37.35	325.00	S89°51'01"W	37.33	18.70	6°35'08"
C68	9.00	325.00	S85°45'51"W	9.00	4.50	1°35'12"
C69	1.65	25.00	S28°14'50"W	1.65	0.83	3°47'19"
C70	37.61	25.00	S16°44'48"E	34.16	23.39	86°11'57"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C71	23.71	275.00	N36°17'07"E	23.70	11.86	4°56'23"
C72	11.77	325.00	N37°43'05"E	11.77	5.88	2°04'28"
C73	16.25	325.00	N35°14'53"E	16.25	8.13	2°51'56"
C74	29.86	325.00	N24°38'23"E	29.85	14.94	5°15'52"
C75	41.36	275.00	S26°18'59"W	41.32	20.72	8°37'05"

Esmt. Line Table		
Line #	Length	Direction
(L100)	152.64	S00°56'16"W
(L101)	18.13	N88°13'05"E
(L102)	28.67	N07°11'28"E
(L103)	125.00	N00°50'53"E
(L104)	15.00	S89°03'44"E



BLOCK	LOT	SQ. FT.	BLOCK	LOT	SQ. FT.
E	22	5,347	H	1	7,711
E	23	5,680	H	2	5,824
E	24	5,278	H	3	6,248
E	25	5,069	H	4	6,091
E	26	5,292	H	5	6,228
E	27	5,375	H	6	5,411
E	28	5,358	H	7	5,339
E	29	5,505	H	8	5,267
E	30	4,908	H	9	5,195
E	31	4,593	H	10	5,124
E	32	4,731	H	11	5,052
E	33	4,974	H	12	4,980
E	34	5,397	H	13	4,909
E	35	5,459	H	14	5,461
E	36	5,702	H	15	4,697
E	37	3,312	H	16	2,626
			H	17	6,497
F	25	6,309	H	18	5,854
F	26	4,857	H	19	5,000
F	27	4,857	H	20	4,800
F	28	5,498	H	21	4,800
F	29	5,889	H	22	4,800
F	30	6,400	H	23	4,800
F	31	6,655	H	24	4,800
F	32	6,320	H	25	4,800
F	33	6,072	H	26	4,800
F	34	6,121	H	27	4,800
F	35	6,218	H	28	4,862
F	36	6,218	H	29	5,561
F	37	6,266	H	30	6,781
F	38	6,244	H	31	5,907
F	39	8,126	H	32	5,080
F	40	6,068	H	33	5,080
F	41	5,991	H	34	6,849
			I	1	7,045
			I	2	7,200
			I	3	6,285
			I	4	5,158
			I	5	5,040
			I	6	5,040
			I	7	5,040
			I	8	5,040
			I	9	5,040
			I	10	4,800
			I	11	4,794
			I	12	5,351
			I	13	11,146
			J	98	52,793

SHEET NO. 1 OF 2



THE FINAL PLAT OF
PECAN PARK SECTION 1B

NOTES:

- 1. WATER SERVICE IS PROVIDED BY THE CITY OF BASTROP.
2. WASTEWATER SERVICE IS PROVIDED BY THE CITY OF BASTROP.
3. ELECTRIC SERVICE IS PROVIDED BY THE BLUEBONNET ELECTRIC COOPERATIVE.
4. GAS SERVICE IS PROVIDED BY CENTERPOINT ENERGY.
5. CABLE SERVICE IS PROVIDED BY SPECTRUM SERVICES.
6. THIS PLAT CONFORMS TO THE PRELIMINARY PLAT APPROVED BY THE PLANNING & ZONING COMMISSION ON 7-25-19.
7. CITY ACCEPTANCE OF SUBDIVISION INFRASTRUCTURE OR FISCAL SURETY FOR SUBDIVISION CONSTRUCTION, IN A FORM ACCEPTABLE TO THE CITY OF BASTROP, SHALL BE PROVIDED PRIOR TO FINAL PLAT RECORDED BY THE CITY.
8. ALL CONSTRUCTION, INCLUDING SIGNS, SHALL COMPLY WITH THE CITY OF BASTROP ORDINANCES AND THE MEMORANDUM OF UNDERSTANDING FOR LAND DEVELOPMENT APPROVED BY THE BASTROP CITY COUNCIL ON NOVEMBER 12, 2013.
9. ALL EASEMENTS OF RECORD AS INDICATED ON THE MOST RECENT TITLE RUN DATED: SEPTEMBER 6, 2017, CONDUCTED BY CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT GF. NO. 1736054-BCP ISSUED BY CHICAGO TITLE INSURANCE COMPANY FOR THIS PROPERTY ARE SHOWN ON THIS PLAT.
10. ALL SUBDIVISION PERMITS SHALL CONFORM TO THE CITY OF BASTROP CODE OF ORDINANCES, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
11. CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND ACCEPTED BY THE CITY OF BASTROP PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
12. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES SOLE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF BASTROP. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
13. BY APPROVING THIS PLAT, THE CITY OF BASTROP ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF THE LOTS IN THIS SUBDIVISION IS THE SOLE RESPONSIBILITY OF THE DEVELOPER AND/OR THE OWNERS OF THE LOTS. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS AND/OR CERTIFICATES OF OCCUPANCY.
14. FISCAL SURETY FOR SUBDIVISION CONSTRUCTION, IN A FORM ACCEPTABLE TO THE CITY OF BASTROP, SHALL BE PROVIDED PRIOR TO PLAT APPROVAL BY THE CITY.
15. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES.
16. WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ).
17. ALL UTILITIES WILL BE UNDERGROUND.
18. IMPACT FEES SHALL BE ASSESSED IN ACCORDANCE WITH THE ORDINANCE EFFECTIVE AT THE TIME OF FINAL PLATTING.
19. DEVELOPER SHALL BE SOLELY RESPONSIBLE FOR ALL RELOCATION AND MODIFICATIONS TO EXISTING UTILITIES.
20. NO PORTION OF THIS TRACT LIES WITHIN A DESIGNATED FLOOD HAZARD AREA. THIS TRACT LIES IN ZONE X, AS SHOWN ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION RATE MAP NO. 48021C 0355E, FOR BASTROP COUNTY TEXAS, DATED JANUARY 19, 2006, REVISED PER LOMR EFFECTIVE SEPTEMBER 21, 2020. COMMUNITY NUMBER 480022.
21. ON-SITE STORM WATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 5, 10, 25, 50 AND 100-YEAR STORM EVENTS.
22. TEMPORARY AND PERMANENT EASEMENTS TO BE PROVIDED, AS REQUIRED AT THE CITY'S SOLE DISCRETION FOR OFF-SITE WATER, WASTEWATER AND DRAINAGE IMPROVEMENTS.
23. AS SHOWN HEREON, A TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ADJACENT TO STREET RIGHTS-OF-WAY ON ALL LOTS. A FIVE (5) FOOT WIDE P.U.E. IS HEREBY DEDICATED ALONG EACH REAR LOT LINE.
24. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO ALL EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
25. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN, EXCEPT AS APPROVED BY THE CITY OF BASTROP AND/OR BASTROP COUNTY.
26. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNEES.
27. NO LOT OR STRUCTURE SHALL BE OCCUPIED PRIOR TO THE APPLICANT SUBMITTING TO THE CITY OF BASTROP DOCUMENTATION OF SUBDIVISION/SITE REGISTRATION WITH THE TEXAS DEPARTMENT OF LICENSING AND REGULATIONS (TDLR) AND PROVIDE DOCUMENTATION OF REVIEW AND COMPLIANCE OF THE SUBDIVISION CONSTRUCTION PLANS WITH TEXAS ARCHITECTURAL BARRIERS ACT (TABA).
28. EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF BASTROP ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION.
29. IT IS THE RESPONSIBILITY OF EACH BUILDER TO DESIGN AND CONSTRUCT A SUITABLE GRADING AND DRAINAGE SCHEME WHICH WILL CONVEY SURFACE WATER, WITHOUT PONDING IN THE LOT OR UNDER THE STRUCTURE, FROM HIS STRUCTURE TO THE DRAINAGE SYSTEM CONSTRUCTED BY THE SUBDIVISION DEVELOPER.
30. PUBLIC UTILITY AND DRAINAGE EASEMENTS WHERE SHOWN AND/OR DESCRIBED HEREON ARE INTENDED TO INDICATE AN EASEMENT FOR CONSTRUCTION, OPERATION, AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE WAYS, INCLUDING, BUT NOT LIMITED TO, SANITARY SEWERS, FORCE MAINS, WATER LINES, TELEPHONE SIGNAL CONDUITS, ELECTRIC CONDUCTORS, DRAINAGE PIPES, AND NATURAL GAS LINES, SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF BASTROP.
31. PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOTS IN THIS SUBDIVISION, BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF BASTROP.
32. BUILD-TO LINES SHALL BE IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF BASTROP.
33. THE ELECTRIC UTILITY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY VEGETATION AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE THE CITY OF BASTROP ELECTRIC UTILITY DEPARTMENT WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES.
34. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, RE-VEGETATION AND TREE PROTECTION FOR ELECTRIC UTILITY WORK REQUIRED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT.
35. THIS PLAT IS SUBJECT TO THE CITY OF BASTROP ORDINANCE 2015-15 & 2017-14 & IS IN DISTRICT PD-SFS.
36. BLOCK J, LOT 98, SHOULD NOT BE RESTRICTED TO PROHIBIT FUTURE STREET ACCESS TO THE WEST, IF APPROPRIATE.
37. ZONING DESIGNATION IS PLANNED DEVELOPMENT AS PER THE CITY OF BASTROP GIS ZONING-PLACE TYPE MAP.
38. SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF BASTROP.

FLOOD PLAIN NOTE:

NO PORTION OF THIS TRACT LIES WITHIN A DESIGNATED FLOOD HAZARD AREA. AS SHOWN ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION RATE MAP NO. 48021 C 0355E, FOR BASTROP COUNTY TEXAS, DATED JANUARY 19, 2006. COMMUNITY NUMBER 481193.

BENCHMARK INFORMATION:

BM #1: COTTON SPINDLE SET IN THE SOUTHWEST EDGE OF PAVEMENT OF TRAILSIDE LANE, +/- 160' SOUTHWEST OF INTERSECTION OF DEERFOOT TRAIL. ELEVATION (NAVD88) = 358.31'

STATE OF TEXAS §
COUNTY OF BASTROP § KNOW ALL MEN BY THESE PRESENTS:

THAT, RANCH ROAD DEVELOPMENT LLC, _____ ACTING HEREIN BY AND THROUGH AND BEING THE OWNER OF THAT CERTAIN 174.334 ACRE TRACT OF LAND AS CONVEYED TO RANCH ROAD DEVELOPMENT, LLC., IN DOCUMENT NUMBER 201717048, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, OUT OF THE MOZEA ROUSSEAU SURVEY, ABSTRACT NUMBER 56, SITUATED IN BASTROP COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 156.300 ACRES OF LAND, IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS:

"THE FINAL PLAT OF PECAN PARK, SECTION 1B"

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS THE ____ DAY OF _____, 20____, A.D.

RANCH ROAD DEVELOPMENT, LLC.
3951 HIGHWAY 71 E
BUILDING A
BASTROP, TX 78602

STATE OF TEXAS §
COUNTY OF BASTROP § KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 20____, A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF BASTROP § KNOW ALL MEN BY THESE PRESENTS:

I, ROSE PIETSCH, CLERK OF BASTROP COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, A.D., IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN PLAT CABINET _____, PAGE(S) _____, FILED FOR RECORD AT _____ O'CLOCK ____M., THIS ____ DAY OF _____, 20____, A.D.,

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE ____ DAY OF _____, 20____, A.D.

_____, COUNTY CLERK, BASTROP COUNTY, TEXAS

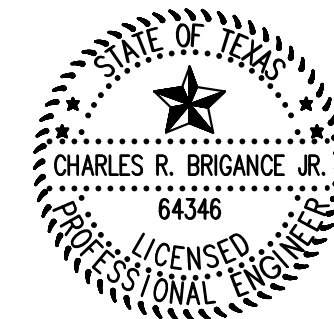
APPROVED THIS ____ DAY OF _____, 20____, A.D. BY THE PLANNING & ZONING COMMISSION OF THE CITY OF BASTROP, TEXAS.

APPROVED: ATTEST:
PLANNING & ZONING COMMISSION CHAIRPERSON CITY SECRETARY

STATE OF TEXAS §
COUNTY OF TRAVIS § KNOW ALL MEN BY THESE PRESENTS:

I, CHARLES R. BRIGANCE, JR., P.E. DO HEREBY CERTIFY THAT THE STREETS AND DRAINAGE DESIGN, AS SHOWN HEREON, COMPLES WITH THE SUBDIVISION REGULATIONS FOR THE CITY OF BASTROP, AND THAT THE 100 YEAR FLOOD PLAIN IS AS SHOWN AND WILL BE CONTAINED WITHIN THE DRAINAGE EASEMENT AND OR DRAINAGE RIGHT-OF-WAY, AS SHOWN HEREON.

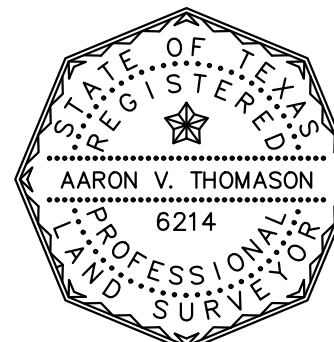
ENGINEERING BY: CHARLES R. BRIGANCE, JR., P.E. NO. 64346
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749



STATE OF TEXAS §
COUNTY OF TRAVIS § KNOW ALL MEN BY THESE PRESENTS:

THAT I, AARON V. THOMASON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATION OF THE CITY OF BASTROP, BASTROP COUNTY, TEXAS. ALL EASEMENTS OF RECORD HAVE BEEN IDENTIFIED ON THIS PLAT TO THE BEST OF MY KNOWLEDGE.

SURVEYED BY: AARON V. THOMASON ~ R.P.L.S. NO. 6214
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749



FIELD NOTES

BEING ALL THAT CERTAIN 16.300 ACRES TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE MOZEA ROUSSEAU SURVEY, ABSTRACT NUMBER 56, SITUATED IN BASTROP COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN 174.334 ACRE TRACT OF LAND, CONVEYED TO RANCH ROAD DEVELOPMENT, LLC., AND DESCRIBED IN DOCUMENT NUMBER 201717048, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS, (O.P.R.B.C.TX.) SAID 16.300 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, AT A CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE", BEING A NORTHWESTERN CORNER OF LOT 1, BLOCK H OF THE FINAL PLAT OF PECAN PARK SECTION 1A, A SUBDIVISION RECORDED IN CABINET 6, PAGE 176-B AND 177-A OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, SAME BEING THE NORTHEAST CORNER OF A CALLED 146.025 ACRE TRACT OF LAND CONVEYED TO JO ANN CANTRELL AND DESCRIBED IN VOLUME 445, PAGE 684, DEED RECORDS BASTROP COUNTY, TEXAS (D.R.B.C.TX.), AND BEING IN A SOUTH BOUNDARY LINE OF A CALLED 64.482 ACRE TRACT OF LAND CONVEYED TO DM PECAN PARK ASSOCIATES, LTD., DESCRIBED IN VOLUME 1482, PAGE 70 (O.P.R.T.C.TX.),

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID LOT 1, BLOCK H AND SAID 146.025 ACRE TRACT, S011°19'35"E, A DISTANCE OF 390.26 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE", BEING A SOUTHWESTERN CORNER OF SAID LOT 1, BLOCK H AND BEING ALSO A POINT ON AN EASTERN BOUNDARY LINE OF SAID 146.025 ACRE TRACT, FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID THE FINAL PLAT OF PECAN PARK SECTION 1A, AND SAID 174.334 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES, NUMBERED 1 THROUGH 4,

- 1. N88°13'05"E, A DISTANCE OF 481.63 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE",
2. S87°19'15"E, A DISTANCE OF 234.10 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE",
3. S74°52'47"E, A DISTANCE OF 107.86 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE", AND
4. S56°10'10"E, A DISTANCE OF 432.79 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE", BEING A SOUTHERN CORNER OF LOT 19, BLOCK K OF SAID THE FINAL PLAT OF PECAN PARK SECTION 1A AND BEING ALSO A NORTHWESTERN CORNER OF LOT 16, BLOCK K OF THE FINAL PLAT OF PECAN PARK SECTION 3E, A SUBDIVISION RECORDED CABINET 6, PAGE 188-A AND 188-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 174.334 ACRE TRACT, SAID THE FINAL PLAT OF PECAN PARK SECTION 3E, THE FOLLOWING FIVE (5) COURSES AND DISTANCES, NUMBERED 1 THROUGH 5,

- 1. S28°07'07"W, A DISTANCE OF 320.27 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE",
2. S69°41'58"W, A DISTANCE OF 50.99 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE",
3. S33°49'50"W, A DISTANCE OF 119.69 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE",
4. S20°12'13"W, A DISTANCE OF 120.55 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE",
5. S3°09'24"W, A DISTANCE OF 28.33 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE", BEING A WESTERN CORNER OF LOT 38, BLOCK E OF SAID THE FINAL PLAT OF PECAN PARK SECTION 3E AND BEING ALSO A POINT ON A NORTHERN RIGHT-OF-WAY LINE OF CHILDERS DRIVE (60' R.O.W.),

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 174.334 ACRE TRACT AND SAID CHILDERS DRIVE, THE FOLLOWING FIVE (5) COURSES AND DISTANCES, NUMBERED 1 THROUGH 5,

- 1. N69°50'46"W, A DISTANCE OF 121.12 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
2. WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.26 FEET, AND WHOSE CHORD BEARS N14°50'46"W, A DISTANCE OF 35.36 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE",
3. N69°50'46"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
4. WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET, AND WHOSE CHORD BEARS S75°09'14"W, A DISTANCE OF 35.36 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE", AND
5. S3°09'14"W, A DISTANCE OF 60.00 FEET TO A CAPPED IRON ROD FOUND STAMPED "CBD SETSTONE", BEING A SOUTHEASTERN TERMINUS CORNER OF SAID CHILDERS DRIVE AND BEING ALSO A NORTHEASTERN CORNER OF LOT 96, BLOCK K OF THE FINAL PLAT OF PECAN PARK SECTION 2, A SUBDIVISION RECORDED IN CABINET 7, PAGE 29-A AND 30-A,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 174.334 ACRE TRACT AND SAID THE FINAL PLAT OF PECAN PARK SECTION 2, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

- 1. N69°50'46"W, A DISTANCE OF 12.69 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE, FOR A CURVE TO THE LEFT,
2. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 470.00 FEET, AN ARC LENGTH OF 219.64 FEET, AND WHOSE CHORD BEARS N73°14'02"W, A DISTANCE OF 217.65 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE",
3. N86°37'19"W, A DISTANCE OF 402.28 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE", BEING A POINT ON A WEST BOUNDARY LINE OF SAID 174.334 ACRE TRACT, BEING ALSO A NORTHWESTERN CORNER OF SAID LOT 96 AND BEING ALSO A POINT ON AN EAST BOUNDARY LINE OF SAID 146.025 ACRE TRACT,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 174.334 ACRE TRACT AND SAID 146.025 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

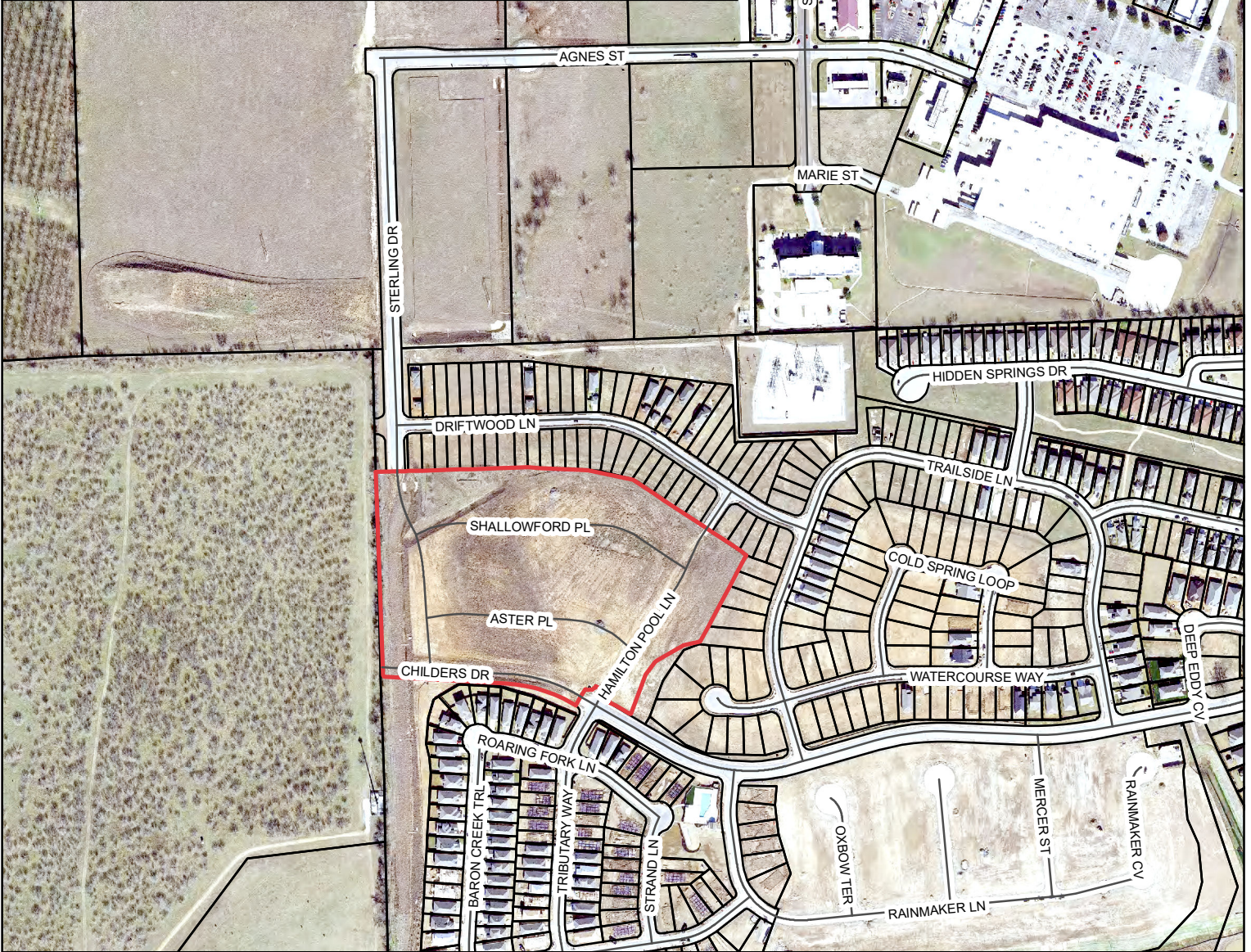
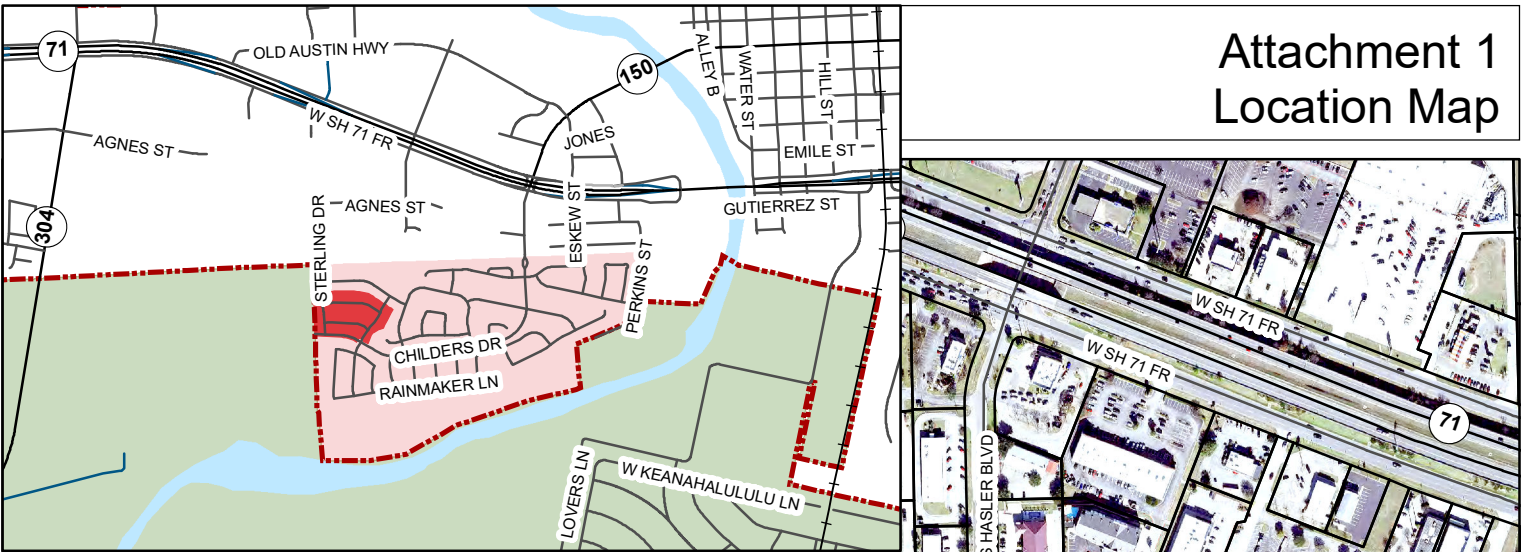
- 1. N01°57'39"W, A DISTANCE OF 24.59 FEET TO A 1/2" IRON ROD FOUND, AND
2. N01°19'35"W, A DISTANCE OF 625.79 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.300 ACRES OF LAND.

SHEET NO. 2 OF 2

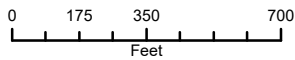


Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 REG. # 10024900
Civil Engineering Surveying
5501 West William Cannon Austin, Texas 78749
Phone No. (512) 280-5160 Fax No. (512) 280-5165

Attachment 1 Location Map



Final Plat Pecan Park Section 1B



1 inch = 500 feet

Date: 5/24/2021

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.





STAFF REPORT

MEETING DATE: May 27, 2021

AGENDA ITEM: 3D

TITLE:

Public hearing and consider action to recommend approval of the Viridian Development Agreement with Continental Homes of Texas, L.P. for 410 +/- acres of land in the Nancy Blakey Survey, Abstract 98, to the west of FM 969, located within the City of Bastrop Extraterritorial Jurisdiction.

AGENDA ITEM SUBMITTED BY:

Trey Job, Assistant City Manager of Community Development

ITEM DETAILS:

Site Address: West of FM 969 (Attachment 1)
Total Acreage: 410 +/- acres
Legal Description: 410+/- acres of the Nancy Blakey Survey, Abstract 98
Property Owner: Continental Homes of Texas, L.P.
Agent Contact: Mike Bohm, DR Horton
Existing Use: Vacant/Undeveloped
Existing Zoning: None. Extra-Territorial Jurisdiction, Viridian PID
Adopted Plan: None.
Future Land Use: Neighborhood Residential

BACKGROUND/HISTORY:

The Viridian Development is a proposed 410-acre development with a mix of land uses and development types that is located within the City's Statutory Extraterritorial Jurisdiction. At the January 28, 2021 meeting, City Council approved the developer's request to create a Public Improvement District for the development and established the boundaries. To establish the land uses and development standards for this PID, they are requesting a Development Agreement.

The City is the review authority for all subdivisions in the ETJ. In this area, the City can require:

1. All lots have access to a public street.
2. Access to Utilities.
3. A 720-foot grid as required in the Transportation Master Plan adopted a minimum.
4. Compliance with the Stormwater Drainage Manual.

With this Development Agreement, even though the project is the ETJ, Planning Staff and the developer have worked together to establish block standards and development types that meet the intent of the B³ Code, with the intention of future annexation, when it is financially feasible for the City.

Within this agreement, Continental Homes is proposing a mix of development types that may be developed under separate ownership in the Concept Plan (Exhibit B).

Development Type	Acreage	Percentage of Site
Parks & Open Space	72.3 ac.	17.6%
Single- Family	210.8 ac	51.5%
Core	12.4 ac.	3.0%
Major ROW	29.2 ac.	7.1%
Subtotal	322.7 ac	79.2%

Innovation Tracts	53.9 ac.	13.1%
Major ROW – Innovation	5.8 ac.	1.4%
Parks & Open Space	15.3 ac.	3.7%
Subtotal	75.0 ac.	18.2%

Future Commercial	10.8 ac.	2.6%
Total	408.28	100%

Using the B³ Code as the base regulations, the developer has created Development Standards (Exhibit F) that define three “Development Types” D1 – Open Space, D3 – Single Family, and D5 – Core. These are the standards that will be used to review plats and building permits for the development. When annexed, properties will be zoned to an appropriate district in compliance with the Future Land Use Plan. The Innovation Tract shows basic connectivity requirements but does not have established development standards. Before development, the owner/developer will need to revise the Development Agreement to establish block standards and development types for this area. The Future Commercial is currently under separate ownership but is planned to be a commercial tract that will connect to the rest of Viridian. The entire 410 +/- acres is included within the established PID boundaries.

POLICY EXPLANATION:

Development Agreements are regulated under Section 212.172 of the Texas Local Government Code. In this section the agreement can:

- (1) guarantee the continuation of the extraterritorial status of the land and its immunity from annexation by the municipality;
- (2) extend the municipality's planning authority over the land by providing for a development plan to be prepared by the landowner and approved by the municipality under which certain general uses and development of the land are authorized;
- (3) authorize enforcement by the municipality of certain municipal land use and development regulations in the same manner the regulations are enforced within the municipality's boundaries;
- (4) authorize enforcement by the municipality of land use and development regulations other than those that apply within the municipality's boundaries, as may be agreed to by the landowner and the municipality;
- (5) provide for infrastructure for the land, including:

- (A) streets and roads;
- (B) street and road drainage;
- (C) land drainage; and
- (D) water, wastewater, and other utility systems;

- (6) authorize enforcement of environmental regulations;
- (7) provide for the annexation of the land as a whole or in parts and to provide for the terms of annexation, if annexation is agreed to by the parties;
- (8) specify the uses and development of the land before and after annexation, if annexation is agreed to by the parties; or
- (9) include other lawful terms and considerations the parties consider appropriate.

The City does not further define a process or criteria to review Development Agreements in the Code of Ordinances. This agreement has been noticed in the Bastrop Advertiser and a mailed notice has been sent to properties within 200 feet of the subject property.

There have been 6 responses, one is not in favor of connecting to Woodlands Drive, one is opposed and four requested more information.

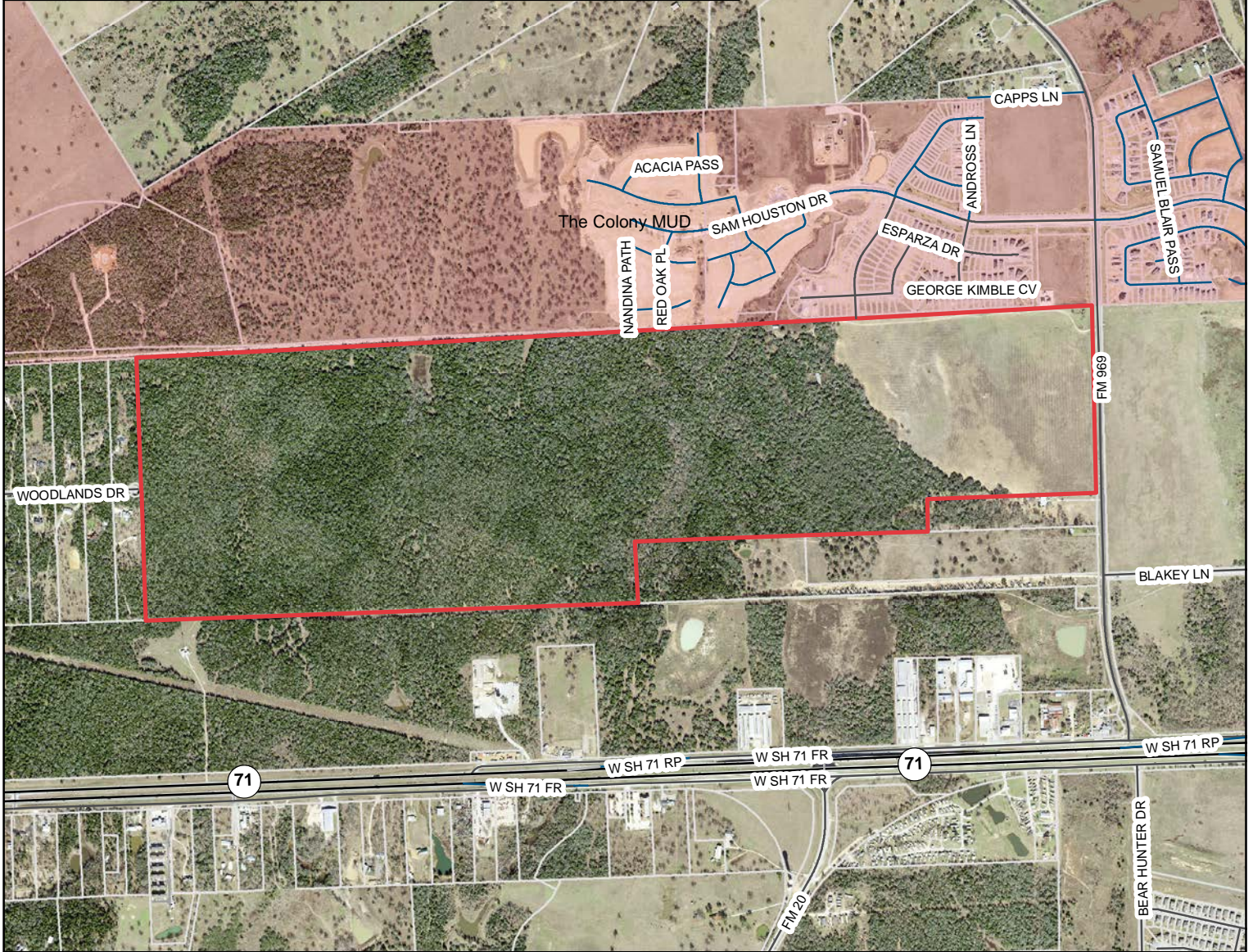
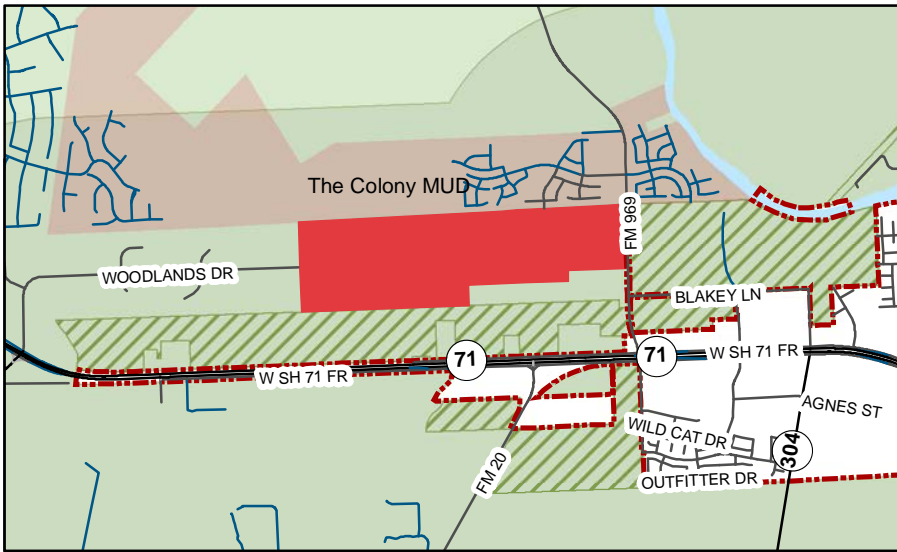
RECOMMENDATION:

Public hearing and consider action to recommend approval of the Viridian Development Agreement with Continental Homes of Texas, L.P. for 410 +/- acres of land in the Nancy Blakey Survey, Abstract 98, to the west of FM 969, located within the City of Bastrop Extraterritorial Jurisdiction.

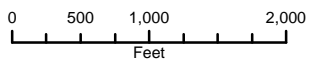
ATTACHMENTS:

- Attachment 1 - Location Map
- Attachment 2 – Viridian Development Agreement
- Attachment 3 – Exhibits A - F

Attachment 1 Location Map



Viridian Development Agreement



1 inch = 1,400 feet

Date: 5/12/2021

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.



VIRIDIAN
DEVELOPMENT AGREEMENT

ARTICLE II. DEFINITIONS

Section 2.01 Terms Defined in this Agreement. In this Agreement, each of the following terms shall have the meanings indicated:

“Additional Land” shall mean the approximately ten (10) acres of land described on Exhibit “A-3” attached hereto.

“Applicable City Code” shall mean the provisions within the City Code that apply to property located within the ETJ and as expressly identified as being applicable or modified under the terms of this Agreement (e.g. transportation, infrastructure and drainage).

“Applicable Requirements” shall mean the applicable federal, state and local laws, rules and regulations.

“Assessment Levy Request” means a written request made by Owner to the City to levy Special Assessments for the Property (or an applicable portion thereof).

“Assessment Ordinance” shall mean an ordinance adopted by the City Council approving a Service and Assessment Plan (SAP) (or such amendments or supplements to the SAP) and levying Special Assessments.

“Association” shall mean a community group that is organized with respect to the Property in which individual owners of lots share common interests and responsibilities for costs and upkeep of common space or facilities. The group may take the form of a Property Owners Association or Home Owners Association.

“Authorized Improvements” means those improvements to be funded by the PID as described under Texas Local Government Code Section 372.003.

“Bond Issuance Request” means written request made by Owner to the City to issue PID Bonds.

“City” shall mean the **City of Bastrop** a Texas home rule city.

“City Code” shall mean the City of Bastrop Code of Ordinances in effect as of the Effective Date.

“City Council” shall mean the City Council of the City or any successor governing body.

“City Manager” shall mean the person engaged by the City to serve in the capacity of the City Manager.

“Commercial Property” shall mean property within the NEU Innovation Tract and/or areas designated as “CORE” within the Project, that may be used for commercial purposes. Visual reference examples of the improvements that may be located within the Commercial Property on the NEU Innovation Tract are attached as Exhibit “B-3”.

“**Concept Plan**” shall mean the concept plan for the Project attached as Exhibit “B”, as it may be amended from time to time in accordance with this Agreement.

“**County**” shall mean Bastrop County, Texas.

“**Dwelling Unit**” means a home, mobile home, duplex unit, apartment unit, condominium unit, or any dwelling unit in a multiunit residential structure. It also means a “dwelling” as defined by Section 92.001 (Definitions). Under the Texas Property Code.

“**Effective Date**” and similar references shall mean the date defined in Section 15.01 of this Agreement.

“**Environmental Regulations**” shall mean any and all Applicable Requirements, ordinances, laws, rules, or requirements designed to regulate water quality, air quality, and use of natural resources, land conservation, wildlife conservation, or other environmental matters.

“**Final Plat**” shall mean a document created and approved in accordance with the City Code which provides detailed geographic information and associated text indicating property boundaries, easements, Streets, utilities, Drainage, and other information and recorded in the County plat records after approval by the City.

“**Force Majeure**” shall have the meaning ascribed in Section 15.10 of this Agreement.

“**LUE**” shall mean Living Unit Equivalent.

“**Major Amendment**” shall have the same meaning as the term is used in Section 5.03 of this Agreement.

“**Minor Amendment**” shall have the same meaning as the term is used in Section 5.03 of this Agreement.

“**NEU Innovation Tract**” shall have the meaning ascribed in Section 14.03.

“**Notice**” shall have the meaning ascribed in Section 15.07.

“**Parkland**” shall mean the parkland and open space within the Project as generally described and/or depicted on Exhibit “D” attached hereto.

“**PFA**” shall have the meaning ascribed in Section 10.01 of this Agreement.

“**PID Act**” shall mean Chapter 372 of the Texas Local Government Code.

“**PID Bonds**” shall mean means each series of special assessment revenue bonds issued by the City to finance costs of improvements authorized under Texas Local Government Code, Chapter 372.

“**Preliminary Plat**” shall mean a document created and approved in accordance with the Applicable City Code which determines the general layout of the proposed subdivision in order to

facilitate review by the Planning & Zoning Commission of the proposed subdivision's streets and drainage system, easements, utilities, building lots, and other lots including open space.

“**Project**” shall mean the development of the Property as a mixed-use development, as depicted on the Concept Plan attached as Exhibit “B”.

“**Project Engineer**” shall initially mean BGE, Inc. or such other project engineer selected by the Owner from time to time.

“**Property**” shall mean the land described on Exhibit “A-1” and “A-2” attached hereto.

“**Public Improvement District**” or “**PID**” shall mean the Viridian Public Improvement District created by the City pursuant to Resolution No. _____ and pursuant to Texas Local Government Code, Chapter 372.

“**Public Improvement Plan Agreement**” shall mean _____ . **[Note: This term was introduced in the latest City comments but was not defined.]**

“**Roadway Standards**” shall mean standards for how roadway and streets are constructed within the Project as more particularly described in the Development Standards attached hereto as Exhibit “H” and made a part hereof. How the Project follows the intent of multi modal transportation and the City’s grid system is depicted on Exhibit “G”.

“**SAP**” shall have the meaning ascribed in Section 10.02.

“**Special Assessments**” means the assessment levied against all or a portion of the Property pursuant to an Assessment Ordinance.

“**Term**” shall have the meaning ascribed in Section 15.02.

“**Wastewater Facilities**” shall have the meaning ascribed in Section 6.01.

“**Water Facilities**” shall have the meaning ascribed in Section 6.06.

ARTICLE III.
JURISDICTIONAL AUTHORITY AND VESTING RIGHTS

Section 3.01 Jurisdiction. The City shall provide the review and approval for the aspects of the Project.

Section 3.02 Intentionally Deleted.

Section 3.03 Chapter 245 Permit. The City acknowledges the importance to Owner of having certainty and predictability of development regulations while planning such an extensive project that will be developed over multiple years. Likewise, Owner recognizes the City’s need over time to modify its existing development regulations in response to the requirements of a growing city. As a result, Owner shall have statutory authority to develop the Project on the Property in accordance

with the terms of this Agreement. The Project shall be deemed grandfathered (i.e. vested and rights shall accrue) from the Effective Date of this Agreement up until the termination date of this Agreement, in accordance with the City Code, Article 1.20. The approved preliminary plat shall constitute the first (Permit) in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code and as authorized by Section 212.172(g) of the Texas Local Government Code. To the extent any such standards or other criteria specified in this Agreement are in conflict with any other current or future provisions of the Applicable City Code or any other City ordinances, policies or requirements, this Agreement shall govern. A vested right under this Agreement shall not apply to zoning, uniform building, fire, electrical, plumbing, or mechanical codes of the type typically found in the City Code, and amendments to the City Code. Permit applications 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.

Section 3.04 Owner's Rights to Continue Development. In consideration of Owner's agreements set forth in this Agreement, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on the building or development of the Project or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting Preliminary Plats, Final Plats, construction plans or other necessary approvals, for the Project. This Agreement on the part of the City will not apply to temporary moratoriums: (a) due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency, or (b) authorized by Chapter 212 of the Texas Local Government Code.

Section 3.05 Additional Land. In the future, Owner may acquire all or a portion of the additional land that consists of approximately 10 acres and is adjacent to the Property, which is depicted on Exhibit "A-3" (the "Additional Land"). All or a portion of the Additional Land may be added to the Project boundaries and the Property that is subject to this Agreement and all subsequent amendments hereto. Owner shall provide City with an updated Concept Plan depicting the land area added. City agrees that the Additional Land shall become part of the Project which shall be subject to the terms of this Agreement. This Agreement may be administratively amended to include the Additional Land. All development within the Additional Land shall comply with Applicable Requirements, as modified by (a) Development Waivers and (b) the other terms and conditions of this Agreement. Owner acknowledges and agrees that the Additional Land may, depending on various factors (including, but not limited to the terms of the PID Act), be removed from the existing PID or be included within a newly created Public Improvement District, if Owner desires for such land to be included and/or removed, as applicable, or if required by the PID Act.

ARTICLE IV. **LAND USE**

Section 4.01 Regulations. All development within the Property shall generally comply with: (a) the Concept Plan attached hereto as Exhibit "B"; (b) the Development Standards, unless otherwise stipulated or modified herein; and (c) the terms and conditions of this Agreement, including any Exhibits attached hereto.

Section 4.02 Prohibited Uses. The Property shall not be used for any of the uses listed on Exhibit “C” attached hereto. Owner agrees to file a deed restriction on the Property containing these terms.

Section 4.03 Condominium Plats. The City shall permit the use of condominium plats and condominium regimes in the Project, subject to the regulations and processes, if any, in the Applicable City Code.

ARTICLE V.
CONCEPT PLAN, APPLICABLE DEVELOPMENT REGULATIONS AND RELATED
MATTERS

Section 5.01 Development Standards. The Project shall be developed in accordance with the Development Standards attached hereto as Exhibit “F”. To the extent that any current or future City development regulations conflict with this Agreement or the Development Standards, this Agreement and the Development Standards shall prevail unless otherwise agreed to by Owner. The City acknowledges and agrees that the Project may contain a combination of various types of vertical improvements including (i) modular and/or prefabricated structures and (ii) traditional brick and mortar structures.

Section 5.02 Amendments. The Project comprises a significant land area and its development will occur in phases over a number of years. **Owner may make major or minor amendments to the Preliminary Plat upon approval by the City.** “Major Amendments” shall be those that (i) increase the overall number of lots by more than twenty percent (20%) of the lots depicted on the Preliminary Plat (as the same may be adjusted by adding all or a portion of the Additional Land), or (ii) a change to the general alignment of any roadway identified on the Preliminary Plat, or (iii) or a change to the Concept Plan that converts more than twenty percent (20%) of the land area in the Project to commercial use. Major amendments to the Concept Plan or Preliminary Plat shall require approval by the Planning and Zoning Commission, which approval will not be unreasonably withheld or delayed. “Minor Amendments” are all amendments that do not meet the definition of Major Amendments. Minor amendments may be administratively approved by the Assistant City Manager of Development Services. If the Assistant City Manager and Owner dispute the classification of an amendment as major or minor, the issue shall be referred to the City Manager for final determination. Amendments to the Preliminary Plat shall be considered a waiver of Owner’s vested rights as described in Section 3.03 as long as the Project is not dormant pursuant to Chapter 245 of the Texas Local Government Code, and has not changed to the point it would not be the same “project” pursuant to Chapter 245 of the Texas Local Government Code or case law interpreting Chapter 245.

Section 5.03 Duration. Approval for the Project when submitted to and approved by the City, will remain in effect for the Term of this Agreement as long as the Project is not dormant pursuant to Chapter 245 of the Texas Local Government Code, and has not changed to the point it would not be the same “project” pursuant to Chapter 245 of the Texas Local Government Code or case law interpreting Chapter 245, subject to the terms and conditions of this Agreement, regardless of whether all or any portion of the Property is annexed or zoned.

Section 5.04 Parks, Trails and Open Space Dedication. Exhibit “D” attached hereto depicts the parks, trails, and open space plan for the Project. The parks, trails, and open space within

the Project shall be for the use of residents of the Project and portions of the parks, trails and open space may be open to the general public; however all parks, trails and open space shall be maintained by the Owner (or Owner's elected Association) until all PID Bonds issued for the Project and/or Special Assessment have been paid in full. It is acknowledged and agreed that the representations and locations of the parks, trails, and open space on Exhibit "D" are for illustrative purposes only and may not reflect the actual locations thereof in the final development. Regardless of the foregoing, there will be at least eighty-seven (87) acres of parkland and/or open space within the Project. The foregoing commitment to have at least eighty-seven (87) acres of open space within the Project shall satisfy all parkland requirements of the City and no additional parkland dedication, parkland fees or "fees in lieu" shall be required by the City for the Project.

Section 5.05 Permitting. The City shall cooperate with Owner to expeditiously process and review all development applications related to the development of the Project.

Section 5.06 Building Permit. All vertical buildings located in the Project shall be reviewed, inspected and approved/permited by the City. The Owner may "prairie build" for up to a total of 5 model homes and 5 spec homes per phase of the Project prior to the City's acceptance of infrastructure (including utilities) but shall obtain a building permit from the City.

Section 5.07 Association. Developer will create one or more "Associations, and shall establish bylaws, rules, regulations and restrictive covenants (collectively the "Association Regulations") to assure the Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Association pursuant to this Agreement. The owner of each lot in the Project shall be required to be a member of the Association and the Association Regulations will require the periodic dues and assessments provide the funds required for the maintenance of the parks, trails, open space and other amenities of the Project, as well as to provide funds required for the management and operation of the Association.

Section 5.08 Fire Services. Owner understands that the City does not currently provide primary fire protection services. Fire protection services are provided by Bastrop County Emergency Services District No. 1. The Owner agrees to waive services from the City of Bastrop Fire Service for all of the Property until such time as the Property is annexed into the City; provided however, if requested by the City prior to annexation of the Property, the Owner will request to be released from the Bastrop County Emergency Services District No. 1 and the City of Bastrop Fire Service shall thereafter provide fire protections services to the Property.

ARTICLE VI.

WATER AND WASTEWATER

Section 6.01 Wastewater Facilities. The Owner will design and construct the offsite wastewater facilities, as well as the onsite wastewater facilities, all as more particularly described on Exhibit "E" attached hereto (the "Wastewater Facilities"). The Owner will design and construct a lift station onsite with a force main connecting to the City's existing gravity wastewater facilities as depicted on Exhibit "E". The Owner will have the option to design, permit, fund and construct a wastewater treatment plant on the Property to treat a portion of wastewater flows generated by the Project. The City will be provided construction drawings for permitting review, but standards and specifications for the plant will not exceed TCEQ chapter 217 requirements. If the Owner elects to build the wastewater treatment plant on the Property, the City will accept ownership and maintenance

of the on-site wastewater treatment plant and allow its operation under the City's existing TPDES permit and irrigation under the City's existing 210 Beneficial Re-Use permit. Upon the City's completion of the new Wastewater treatment plant (Permit No. WQ0011076002), the City agrees that it will have sufficient capacity to serve the entire Project upon payment of all tap and impact fees (approximately 1,600 LUE's). Approval of any subdivision plat of property within the Project shall include an engineering analysis by the City that sufficient wastewater capacity is available to serve the platted lots at the time of plat approval. All Wastewater Facilities required to serve the Project shall be designed and built to the City's construction standards and in conformance with all rules, regulations and ordinances related to the construction and extension of wastewater utilities in effect at the time of submittal of construction plans and shall be subject to review and inspection by the City prior to acceptance.

The City hereby agrees to assist the Owner obtain any and all necessary easements required for the installation of any of the offsite Wastewater Facilities that provide a regional benefit to the City and its residents accruing from such offsite Wastewater Facilities. The City agrees to acquire any such necessary easements by utilizing the City's power of eminent domain, and, to the extent necessary, to promptly initiate and diligently pursue the condemnation of the easements in question.

Section 6.02 Conveyance Wastewater Facilities. Upon Owner's completion of construction of Wastewater Facilities, and the City's acceptance of such Wastewater Facilities, the Owner will convey the Wastewater Facilities to the City, on forms approved by the City and at no cost to the City, subject to the City obligation to provide wastewater service to the Project. The City agrees that its acceptance of such Wastewater Facilities and the related assignments will not be unreasonably withheld, conditioned or delayed as long as the Wastewater Facilities have been constructed in accordance with plans approved by the City. Upon such conveyance, acceptance, and the Owner's providing a maintenance bond for two years, the City agrees to operate and maintain such Wastewater Facilities to provide service to the Project in accordance with this Agreement.

Section 6.03 Wastewater Service Agreement. The City, or a successor or assign, will provide wastewater service to all customers within each phase of the Project subject to the conditions stated in this Agreement and the City's policies and ordinances, relating to each customer obtaining and maintaining retail wastewater service from the City.

Section 6.04 Future Capacity for Additional Land and NEU Innovation Tract. The Parties agree to address the provision of water and wastewater services for the Additional Land and/or NEU Innovation Tract, as applicable, contemplated in Article XIV of this Agreement when and if such Additional Land and/or NEU Innovation Tract, as applicable, is added to the Property.

Section 6.05 Connection Fees. Water and Wastewater connection fees for any given portion of the Project will be assessed at the time of execution of the Public Improvement Plan Agreement. The water connection and impact fees shall be in accordance with Applicable City Code at the time of the execution of the Public Improvement Plan Agreement and paid at the time of final platting.

Section 6.06 Water Service. The City agrees that it will have (or will have contracted for) sufficient water capacity to serve the Project (approximately 1,600 LUE's). Approval of any subdivision plat of property within the Project shall include an engineering analysis by the City (paid

for by Owner) that sufficient water capacity is available to serve the platted lots at the time of plat approval. Owner, at Owner's expense, will connect to the approved water line to provide service to the Project. It is not intended that any other extension of City water facilities will be necessary to provide service to the Project, however, if any additional water facilities are needed, those shall be referred to herein as the "Water Facilities". All Water Facilities required to serve the Project shall be designed and built to the City's construction standards and in conformance with all rules, regulations and ordinances related to the construction and extension of water utilities in effect at the time of submittal of construction plans and shall be subject to review and inspection by the City prior to acceptance.

The City hereby agrees to obtain any and all necessary easements required for the installation of the Water Facilities that provide a regional benefit to the City and its residents accruing from such Water Facilities. The City agrees to acquire any such necessary easements by utilizing the City's power of eminent domain, and, to the extent necessary, to promptly initiate and diligently pursue the condemnation of the easements in question. The City's cost of acquiring any required easement by eminent domain will be at the City's sole cost and expense

Section 6.06 Wastewater Reclamation. Owner shall have the right, but not the obligation, to use a portion of the Property for a wastewater reclamation treatment facility. Owner shall also have the right to use the existing TPDES permit and existing 210 Beneficial Re-use permit held by the City to allow Owner to treat the water from the Property and provide reclaimed water to the Property. Treated effluent from the on site wastewater treatment plant will become property of the Owner who will provide storage and pressurization facilities at its own expense.

ARTICLE VII **DEVELOPMENT PROCEDURES**

Section 7.01 Development Process. Owner agrees to waive the requirements of SB 3167 known as "the shot clock bill" and is requesting an alternate review process. The development review process is as follows:

1. Preliminary Infrastructure Plan
2. Preliminary Drainage Plan
3. Preliminary Plat
4. Final Drainage Plan
5. Public Improvement Plan
6. Public Improvement Plan Agreement
7. Final Plat
8. Site Development Plan
9. Building Permits

The alternate process is as follows:

- Concurrent review of items 1, 2, & 3 and 4, 5, &6
- Execution of the Public Improvement Plan Agreement
- Final Plat
- Site Development or Residential plan review (as necessary)

- Building permit

ARTICLE VIII.
TRANSPORTATION

Section 8.01 Roadways. The streets and roadways within the Project shall be designed and constructed in accordance with the Roadway Standards contained in Development Standards.

Section 8.02 Dedication of Roadways. Owner shall dedicate all roadways within the Project to the County.

ARTICLE IX.
ANNEXATION

Section 9.01 Annexation by City. Owner and the City hereby agree to the annexation of the Property into the City's corporate city limits, as permitted by Section 212.172(b) (7) of the Texas Local Government Code and intend that this Agreement provide for the annexation of the Property for all purposes and shall constitute Owner's vote for Annexation. Further notwithstanding the above, annexation of the Property shall occur in phases, but no section of the Property may be annexed until the final plat for that applicable section of the Property is recorded and it is financially feasible for the City to annex the applicable section.

Section 9.02 Zoning of Annexed Land. The land use regulations described in Article IV are found to be consistent with the City's comprehensive plan for the area. Contemporaneously with the annexation of portions of the Property into the City's corporate city limits, the City will zone such annexed portions of the Property in a manner consistent with the land use regulations with the most similar zoning placetype.

Contemporaneously with the annexation of portions of the Property into the City's corporate city limits, the City will zone such annexed portions of the Commercial Property in a manner compatible with the City's current land use regulations and any and all non-conforming uses shall remain allowed until they are discontinued.

ARTICLE X.
PUBLIC IMPROVEMENT DISTRICT

Section 10.01 Public Improvement District. A petition to create a PID for the Property, the NEU Innovation Tract and the Additional Land was previously submitted to the City and the City created the Viridian Public Improvement District on _____, 2021. The City may, in its discretion and using its best efforts, initiate and approve all necessary documents and ordinances required to effectuate this Agreement, and to levy assessments generally in accordance with the terms described in Exhibit "I" attached hereto. The Owner has prepared, and the City will consider the approval of the PID Financing Agreement (the "PFA") [concurrently with this Agreement] and thereafter the Service and Assessment Plan (defined below) providing for the levy of the assessments on the Property. The PID proceeds will be used to fund all or a portion of the Authorized Improvements.

Section 10.02 PID Bond Issuance. It is intended that the City will issue PID Bonds in more than one series solely for the purposes of acquiring or constructing Authorized Improvements. The Owner may request issuance of PID Bonds by submitting a Bond Issuance Request and providing the City with a list of the Authorized Improvements to be funded with the PID Bonds and the estimated costs of such Authorized Improvements. The Owner has executed a professional services agreement that obligates the Owner to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be agreed to by the Parties and considered a cost payable from such PID Bonds. The issuance of PID Bonds is subject to the following conditions:

(1) the adoption or amendment of a service and assessment plan (the "Service and Assessment Plan") and an Assessment Ordinance levying assessments on all or any portion of the Property benefitted by such Authorized Improvements in amounts sufficient to pay all costs related to such PID Bonds;

(2) the aggregate principal amount of PID Bonds issued and to be issued shall not exceed amounts sufficient to fund the Authorized Improvements and stated in the PID Petition;

(3) each series of PID Bonds shall be in an amount estimated to be sufficient to fund the Authorized Improvements or portions thereof for which such PID Bonds are being issued;

(4) the Owner, at the request of the City, providing an appraisal and feasibility report;

(5) a minimum Value to Lien ratio of 3 to 1;

(6) approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas; and

(7) construction (i.e. upfront) bonds may be used.

Section 10.03 PFA and SAP. The Parties acknowledge that the PFA and SAP will provide additional information on the PID and all aspects of the PID financing. The PFA and/or the SAP (as applicable) will control when in conflict with the provisions of this Agreement.

ARTICLE XI **AMENDMENTS TO THE AGREEMENT**

Section 11.01 Amendments to Agreement. This Agreement may be amended only by a written agreement signed by the City and Owner, or all the then-current owners of all portions of the Property (other than the individual owners of occupied single-family, duplex, townhomes and single family residential lots); provided, however, an owner of a portion of the Property (other than an individual owner of an occupied single family, duplex, townhouse or attached single family residential lot) and the City may amend this Agreement as it relates solely to such owner's parcel without the joinder of any other landowner. If this Agreement is amended for the benefit of another owner of a portion of the Property, any default under such amendment shall not constitute a default under this

Agreement.

ARTICLE XII.
REPRESENTATIONS AND WARRANTIES

Section 12.01 Authority, No Conflict. This Agreement constitutes the legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms. Owner has the authority and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

Section 12.02 Performance. Owner and the City will reasonably cooperate with one another to accomplish the intent and purposes of this Agreement and will perform each and all of its respective duties and responsibilities pursuant to this Agreement.

Section 12.03 Organization and Good Standing. The Owner is a duly organized and validly existing limited liability company and is in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement. The City is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.

Section 12.04 Authority; No Conflict. This Agreement constitutes the legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms. The City has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

ARTICLE XIII.
DEFAULT AND REMEDIES FOR DEFAULT

Section 13.01 Preventative Default Measures. The Parties presently enjoy a good working relationship and understand the meaning and intent of this Agreement; however, the Parties recognize that individual representatives of each of the Parties will likely change over the course of this Agreement. The City agrees that day-to-day oversight of the implementation of this Agreement shall at all times during the Term be assigned directly to the Assistant City Manager of Development Services. In the event of a dispute involving an interpretation or any other aspect of this Agreement, upon Owner's request, the Assistant City Manager shall convene a meeting of the Parties as soon as reasonably practical and use all reasonable efforts to avoid processing delays and to resolve the dispute and carry out the spirit and purpose of this Agreement.

Section 13.02 Default. It shall be a default under this Agreement if either Party shall fail to perform any of its obligations under this Agreement or such failure shall remain uncured following the expiration of thirty (30) days after written notice of such failure from the other Party. However, in the event the default is of a nature that cannot be reasonably cured within such thirty (30) day period, the defaulting Party shall have a longer period of time as may be reasonably necessary to cure the default in question.

Section 13.03 Default Unique to the City. In addition, the City shall be in default under this Agreement if, after reasonably adequate time for review and processing, City staff unreasonably withholds the release of any proposed development permit or approval, utility service extension request and/or development application with respect to the Project that complies with the terms of this Agreement and that the City's staff is authorized to approve administratively. The failure or refusal of the City Council or any board or commission of the City to timely approve any such amendment, modification, permit or application that is consistent with this Agreement and the Applicable Requirements shall constitute a default under this Agreement. The City shall also be in default if it imposes any requirements, standards, moratoria, or interim development controls upon the Project that are in conflict with or limit the express provisions of this Agreement. The City shall not, however, be in default based upon the imposition of requirements, standards, moratoria, interim development controls or temporary moratoria that are required by the Applicable City Code, a state or federal law, rule, regulation or administrative directive outside of City's control.

Section 13.04 Remedies Between the City and Owner. If a Party contends that the other Party is in default of this Agreement, the non-defaulting Party shall give written notice of such contention to the defaulting Party, specifying the nature of the alleged default, and allow the applicable time period for cure of the default set forth in Section 13.02 above. The defaulting Party shall either cure the alleged default timely, or if the non-defaulting Party and defaulting Party agree in writing for an extension of the time to cure, not later than the extended cure deadline, or, within the time for cure stated in the non-defaulting Party's initial notice of default, give written notice to the non-defaulting Party denying the existence of the alleged default and invoking the following dispute resolution mechanisms. If both Parties shall mutually agree to submit to mediation, they shall attempt to resolve the dispute amicably. If mediation is unsuccessful or if one or both of the Parties decline to engage in mediation, then either Party may institute legal proceedings in a state district court in Bastrop County, Texas, pursuing all available remedies at law or equity, including without limitation a suit for specific performance and/or a Writ of Mandamus in the event of a default by the City. All matters of fact and law shall be submitted to and determined by the court (subject to appeal). Each party shall pay its own costs and attorney fees.

Section 13.05 No Liability For Actions of Others. Except as expressly set forth herein: (a) the liabilities, obligations and responsibilities of each owner of the Property or any portion thereof, their successors and assigns, under this Agreement are several, and not joint; and (b) no owner of the Property or any portion thereof, or successor or assign, will be in default under this Agreement or otherwise liable or responsible for any default which is not caused by such landowner or by any person acting by, through or under such owner or successor or assign.

Section 13.06 Intentionally Deleted.

Section 13.07 Breach of Contract. It shall be a breach of contract if the City issues any permit (i.e., municipal approval) to the Owner, successor, or assign, and the Owner, successor, or assign builds contrary to the issued permit.

Section 13.08 No Third-Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party.

Section 13.09 Reservation of Rights. To the extent not inconsistent with the terms of this

Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

ARTICLE XIV.
ADDITIONAL LAND AND THE NEU INNOVATION TRACT

Section 14.01 Addition of Land. Owner may, in the future, desire to add all or a portion of the Additional Land and/or the NEU Innovation Tract to the Project boundaries and the Property that is subject to this Agreement and all subsequent amendments hereto, Owner may add (through a minor amendment as described in Section 5.02 above) the Additional Land and/or the NEU Innovation Tract to the Project and this Agreement. Owner shall provide City with an updated Concept Plan and Parks, Trails and Open Space Plan depicting the land area added. City agrees that the Additional Land and/or the NEU Innovation Tract shall become part of the Project which shall be subject to the terms of this Agreement. This Agreement shall be administratively amended to include the Additional Land and/or the NEU Innovation Tract.

Section 14.02 Permitted Use of Additional Land. Owner shall have the right to designate permitted uses for the Additional Land, which are generally consistent with Core (Base D5) zoning designation.

Section 14.03 NEU Innovation Tract. The City hereby acknowledges and agrees that NEU Community Bastrop, LLC (“NEU”) has an option to acquire approximately 75 acres adjacent to the Property as described on Exhibit “H” attached hereto (the “NEU Innovation Tract”). If NEU has not acquired the NEU Innovation Tract by July 15, 2021, then (i) the NEU Innovation Tract shall be added into the Project boundaries as set forth in Section 14.01 above and thereafter delivered in accordance with all of the terms and conditions of this Agreement, including, the Development Standards, and (ii) the Concept Plan shall be updated to reflect single family use (Base D3) on the NEU Innovation Tract.

ARTICLE XV.
MISCELLANEOUS PROVISIONS

Section 15.01 Effective Date. The Parties agree that the “Effective Date” of this Agreement shall be the date on which this Agreement is executed by both Parties.

Section 15.02 Term. This Agreement shall commence and bind the Parties on the Effective Date and continue until a date which is twenty (20) years after the Effective Date, unless sooner terminated by express written agreement executed by both Parties or an event of default causes this Agreement to terminate early or extended by express written agreement executed by both Parties (as may be extended pursuant to this Section 15.02, the “Term”). The Term shall be automatically extended for an additional twenty (20) years at the end of the original terms unless otherwise agreed to by the Owner and the City in writing.

Section 15.03 Termination. This Agreement may be terminated as to all of the Property only by express written agreement executed by the City and Owner, or all the then current owners of all portions of the Property (other than owners of occupied single family, duplex, townhouse, or attached single family residential lots). This Agreement may be terminated as to a portion of the Property only

by express written agreement executed by the City and the owners of such portion of the Property affected by the termination; provided that if Owner still owns any portion of the Property, Owner must consent in writing to such termination. In the event this Agreement is terminated by mutual agreement of the Parties or by its terms, the Parties shall promptly execute and file of record in the Official Public Records of Bastrop County, Texas, a document confirming the termination of this Agreement, and such other documents as may be reasonably appropriate to reflect the basis upon which such termination occurs.

Section 15.04 Agreement Binds Succession and Runs with the Land. This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future developers and owners of land within the Property. Nothing in this Agreement is intended to impose obligations on individual owners of platted lots, except as expressly set forth in this Agreement. A Memorandum of Agreement, substantially similar to the form of Exhibit "J" shall be recorded in the real property records of Bastrop County, Texas.

Section 15.05 Assignment.

a. This Agreement and the rights and obligations of Owner hereunder may be assigned by Owner to an affiliate of Owner or to a development single purpose entity without the consent of the City, provided that the assignee assumes all of the obligations of Owner hereunder. Upon assignment to a development single purpose entity, that entity shall be the "Original Owner" for all purposes hereof.

For assignments to anyone other than an affiliate or a development single purpose entity as provided above, Owner may, at its sole and absolute discretion, assign this Agreement as to all or a portion of the Property from time to time to any party that (i) does not owe delinquent taxes or fees to the City, (ii) is not in material default (beyond any applicable notice and cure period) under any development agreement with the City, and (iii) has the experience, expertise and the financial capacity and ability to perform the duties or obligations so assigned under this Agreement. Owner shall provide the City thirty (30) days prior written notice of any such assignment. If the City has objections to such assignment satisfying the requirements above, the City shall provide written notice of such objections to the Owner within ten (10) days of receiving the assignment notice from Owner. Owner will not be released from its obligations under this Agreement if the City objects to the assignment as described above and such objections are not resolved by and between Owner and the City; provided, however, the City shall not unreasonably withhold Owner's release from its obligations under this Agreement.

Upon such assignment, Owner shall be deemed to be automatically released of any obligations under this Agreement, as to the portion of the Property assigned.

Any assignment must be in writing, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City.

b. The mere conveyance of a lot or any portion of the Property without a written assignment of the rights of Owner shall not be sufficient to constitute an assignment of the rights or obligations of Owner hereunder, unless specifically provided herein.

Section 15.06 Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties as provided for in this Agreement. This Agreement and the agreements between the Parties referenced in this Agreement, supersede all prior agreements between the Parties concerning the subject matter of this Agreement.

Section 15.07 Notice. It is contemplated that the Parties will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party, (i) by delivering same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery", addressed to the Party to be notified, (iv) by sending same by facsimile with receipt of confirmation or (v) by email. Notice deposited in the United States mail in the manner described above shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective on the date delivered, if sent by confirmed facsimile or personal delivery, or the day after deposit with a "next day delivery" service. For the purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

Owner:

Continental Homes of Texas, L.P.
Attn: Mr. Adib R. Khoury
10700 Pecan Park Blvd., Suite 400
Austin, Texas 78750
Phone: 512.345.4663; Fax: 512.533.1429
E-mail: arkhoury@drhorton.com

With a Copy to:

Metcalf, Wolff, Stuart & Williams LLP
Talley J. Williams
221 W. 6th Street, Ste 1300
Austin, Texas 78751
E-mail: TWilliams@mwswtexas.com

City:

City of Bastrop, Texas
Bastrop City Hall
1311 Chestnut Street
Bastrop, TX 78602
E-mail: citysec@cityofbastrop.org

With a Copy to:

Bojorquez Law Firm, PC
Alan Bojorquez

11675 Jollyville Road, Ste 300
Austin, Texas 78759

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other Party.

Section 15.08 No Joint Venture. It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the development of the Project.

Section 15.09 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 15.10 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” means events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care, including, without limitation, acts of God or the public enemy, war, terrorism, criminal activity, riot, civil commotion, insurrection, government or de facto governmental action or failure to act (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, hurricanes, adverse weather, epidemic, pandemic, widespread pestilence, materials or labor shortages, strikes, slowdowns, or work stoppages. In no event shall “force majeure” apply to the payment of any sum of money.

Section 15.11 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected.

Section 15.12 Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such Party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 15.13 Attorney’s Fees and Court Costs. In the event that any matter relating to this Agreement results in the institution of legal proceedings by any Party to this Agreement, each Party in such proceeding shall be responsible for the expenses incurred by it in connection with such proceedings, including, without limitation, court costs and attorneys’ fees.

Section 15.14 Applicable Law and Venue. The construction and validity of this agreement shall be governed by the laws of the state of Texas. Venue for any dispute arising from or related to this Agreement shall be in a Texas state district court for Bastrop County as applicable, and shall be in accordance with the Texas Civil Practice and Remedies Code.

Section 15.15 Further Assurances. Both Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and deliver such further documents and do such further acts and things as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

Section 15.16 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Owner certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with its organizational documents.

Section 15.17 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated by reference for the purposes set forth in this Agreement.

Section 15.18 Counterparts. This Agreement may be executed in multiple counterparts, which shall be construed together as a single original instrument as though all Parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the Parties executing the instrument whether or not all other parties have executed same.

Section 15.19 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

Section 15.20 Compliance with HB 89 and SB 252.

a. In accordance with Section 2270.002, Texas Government Code, the Owner hereby verifies that neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner: (i) Boycotts Israel (as such term is defined in Section 2270.001, Texas Government Code) and (ii) subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, will Boycott Israel during the term of this Agreement.

b. Pursuant to Section 2252.152, Texas Government Code, neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner is a company currently listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

Section 15.21 Effect of Agreement. This Agreement, including all of the related approvals, consents and plans, shall remain in effect for the Term of the Agreement regardless of whether all or any portion of the Property is annexed and/or zoned. To the extent this Agreement conflicts with the Applicable City Code, this Agreement shall control.

Section 15.22 Not Binding on End Users. As provided in Section 212.172(f), Texas Local Government Code, this Agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot.

Section 15.23 Estoppel Certificates. From time to time upon written request by any seller or purchaser of property within 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.

Section 15.24 Exhibits.

Exhibit A-1 = Property (Signed Survey)
Exhibit A-2 = Property Legal Description
Exhibit A-3 = Additional Land

Exhibit B = Overall Concept Plan

Exhibit C= Prohibited Uses

Exhibit D = Parkland and Open Space

Exhibit E = Wastewater Facilities

Exhibit F= Development Standards

Exhibit G = Roadway Plan

Exhibit H = NEU Innovation Tract

Exhibit I = PID Term Sheet

Exhibit J = Memorandum

[SIGNATURE PAGE FOLLOWS]

EXECUTED in multiple counterparts, each of which shall constitute an original, this _____ day of _____, 2021 (the "Effective Date").

CITY:

CITY OF BASTROP,
a Texas home rule City

By: _____

Name: _____

Its: _____

ATTEST:

By: _____
_____, City Secretary

OWNER:

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

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

By: _____

Name: _____

Title: _____

Exhibit A-1
PROPERTY (SIGNED SURVERY)

-

Exhibit A-2
PROPERTY LEGAL DESCRIPTIONS

Exhibit A-3
ADDITIONAL LAND

Exhibit B
OVERALL CONCEPT PLAN

Exhibit C
PROHIBITED USES

1. any dumping, disposing, incineration or reduction of garbage;
2. any establishment selling or exhibiting pornographic materials;
3. any gambling facility or operation, including, but not limited to, off-track or sports betting parlor, table games such as black-jack or poker, slot machines, video poker/black-jack/keno machines or similar devices, or bingo parlor;
4. any massage parlor, topless club or "strip joint," except that this restriction shall not be deemed to prohibit the operation within the Project of a first-class massage therapy facility (such as a Massage Envy, Massage Heights, or substantially similar operator);
5. activities involving the conduct of major automobile repairs, body repair or painting, welding, storage of dismantled or non-operational vehicles, sale of used automobile parts (it being expressly understood that an oil change and service or tire repair or retail sale establishment, such as a Jiffy Lube, Discount Tire, Firestone, National Tire and Battery and similar establishments shall not be prohibited);
6. monument sales or funeral homes, mortuary, crematorium or cemetery and related services;
7. junkyards;
8. labor camps;
9. sexually-oriented businesses, including, but not limited to, modeling studios and dating or escort services businesses;
10. unusual fire, explosive, or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks (not including retail sales of firearms or ammunition); and
11. casino, gaming hall, off track betting facility or other gambling operation or facility (not including sales of Texas State Lottery tickets)

Exhibit D
PARKLAND AND OPEN SPACE

Exhibit E
WASTEWATER FACILITIES

Exhibit F
DEVELOPMENT STANDARDS

Exhibit G
ROADWAY PLAN

Exhibit H
NEU INNOVATION TRACT

Exhibit I
PID TERM SHEET

[Updated Term Sheet to be provided]

EXHIBIT J

MEMORANDUM OF AGREEMENT

THE STATE OF TEXAS §
 §
BASTROP COUNTY §

THIS MEMORANDUM OF AGREEMENT is executed for the purpose of evidencing, of record, the existence of that certain Annexation and Development Agreement dated effective as of _____, 2021 (the “Agreement”), by and among the **City of Bastrop, Texas**, a Texas Home Rule City (the “City”) and **CONTINENTAL HOMES OF TEXAS, L.P.**, a Texas limited partnership (herein referenced as “Horton”). Horton is an owner of that certain real property located in Bastrop County, Texas, as described on **Exhibit “A”** (“Property”). The Agreement provides for, among other things, certain restrictions and commitments imposed and made in connection with the development of the Property. In addition, the Agreement establishes, defines, protects and clarifies, among other things, certain development rights, entitlements, land uses, intensity, and other physical aspects of the Property.

NOTICE TO BUYERS: ANNEXATION OF ALL OR A PORTION OF THE PROPERTY BY THE CITY IS CONTEMPLATED. BY ACCEPTING A DEED TO ALL OR A PORTION OF THE PROPERTY, EACH FUTURE OWNER OF PROPERTY GRANTS ITS CONSENT TO SUCH ANNEXATION.

The rights, obligations and benefits established pursuant to the Agreement shall run with the land comprising the Property and shall be binding upon all future owners of property in the Property. This instrument is executed solely for the purpose of (i) recording notice of the Agreement in the Official Public Records of Bastrop County, Texas, (ii) providing notice to future owners of property in the Property that land uses and development intensities are flexible and may change within the Property without notice, and (iii) providing notice to future owners of any of the Property that annexation of all or a portion of the Property by the City is contemplated and that by accepting a deed to any portion of the Property, they are consenting to such annexation. This instrument does not alter, amend or modify the Agreement. A copy of the Agreement may be obtained from either NEU or the City.

CITY:
CITY OF BASTROP,
a Texas home rule city

By: _____

Printed Name:

Title: _____

Date: _____

OWNER:

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

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

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

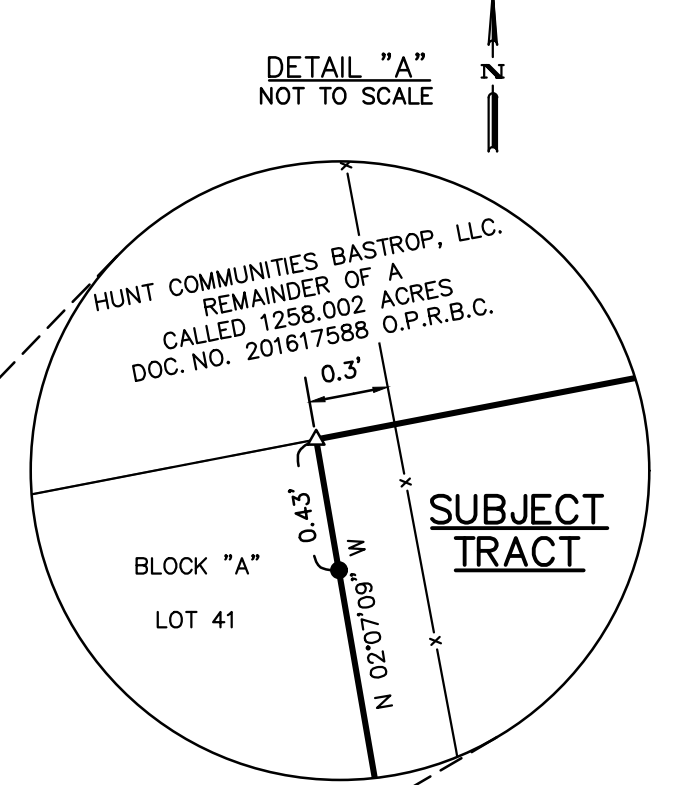
THIS MEMORANDUM OF AGREEMENT was acknowledged before me on this ____ day of _____, 2021, by _____, on behalf of CHTEX of Texas, Inc., a Delaware corporation, general partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of entities.

(SEAL) _____
Notary Public, State of Texas

Exhibit A-1
PROPERTY (SIGNED SURVERY)

-

- LEGEND**
- A.E. AERIAL EASEMENT
 - B.LDG. BUILDING
 - CAB. CABINET
 - CMP. CORRUGATED METAL PIPE
 - C.R.S. CATHODIC READING STATION
 - D.E. DRAINAGE EASEMENT
 - DOC. DOCUMENT
 - ELEC. ELECTRIC
 - F.H. FIRE HYDRANT
 - FND. FOUND
 - I. IRON
 - L.S.E. LANDSCAPE EASEMENT
 - M.H. MANHOLE
 - NO. NUMBER
 - O.P.R.B.C. OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
 - O.R.B.C. OFFICIAL RECORDS OF BASTROP COUNTY
 - PED. PEDESTAL
 - PAGE PAGE
 - P.O.B. POINT OF BEGINNING
 - P.O.R. POINT OF REFERENCE
 - P.P. POWER POLE
 - P.R.B. PLAT RECORDS OF BASTROP COUNTY
 - P.U.E. PUBLIC UTILITY EASEMENT
 - RCP. REINFORCED CONCRETE PIPE
 - R.P. REFLECTOR POST
 - R.O.W. RIGHT-OF-WAY
 - SAN. SANITARY
 - S.E. SEWER EASEMENT
 - TEL. TELEPHONE
 - U.C.M. UNDERGROUND CABLE MARKER
 - VOL. VOLUME
 - W.V. WATER VALVE
 - W.W. WATER WELL
 - RECORD INFORMATION FOR VOL. 714, PG. 305, O.R.B.C.
 - FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
 - FOUND 1/2" IRON ROD W/CAP "STAR SURVEY 5395"
 - FOUND 1/2" IRON ROD W/CAP "RPLS 5548"
 - FOUND 1/2" IRON ROD W/CAP "CBD"
 - SET 1/2" IRON ROD W/CAP "BGE INC"
 - FOUND MAG NAIL
 - CALCULATED POINT
 - SCHEDULE B ITEM
 - EDGE OF ASPHALT
 - OVERHEAD TELEPHONE
 - OVERHEAD ELECTRIC
 - BARBED WIRE FENCE

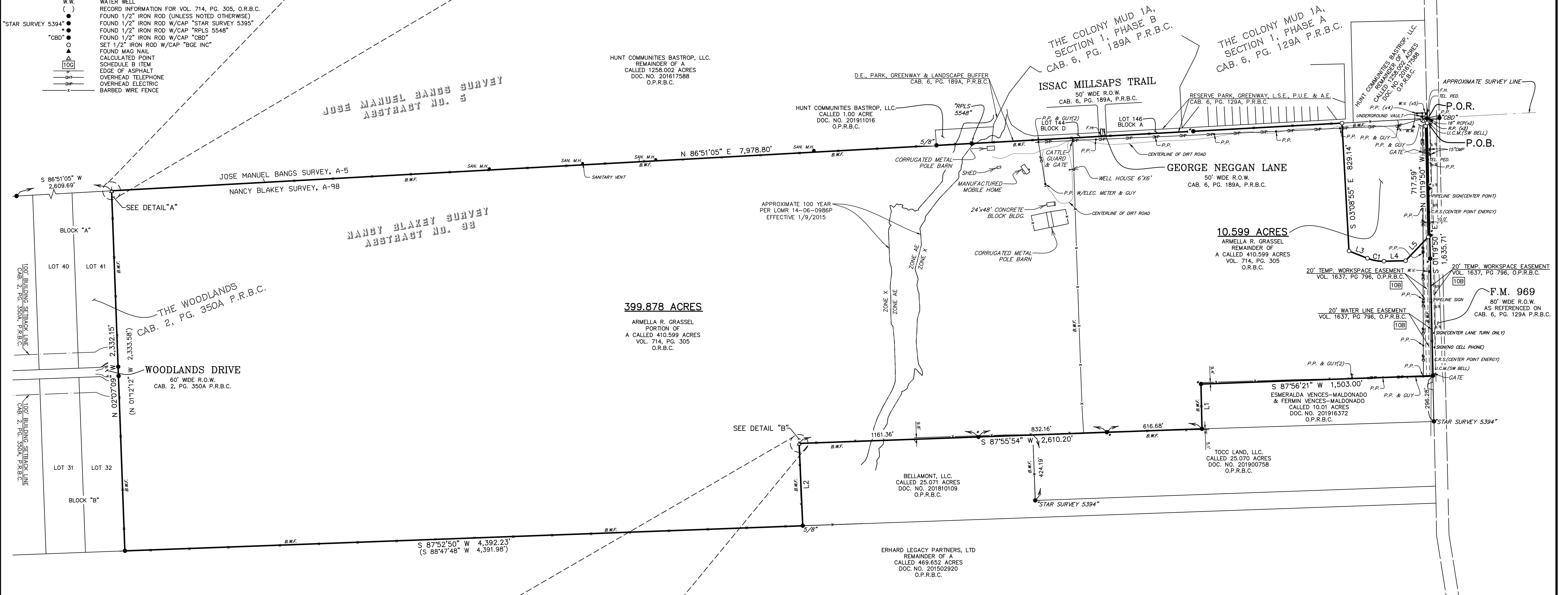
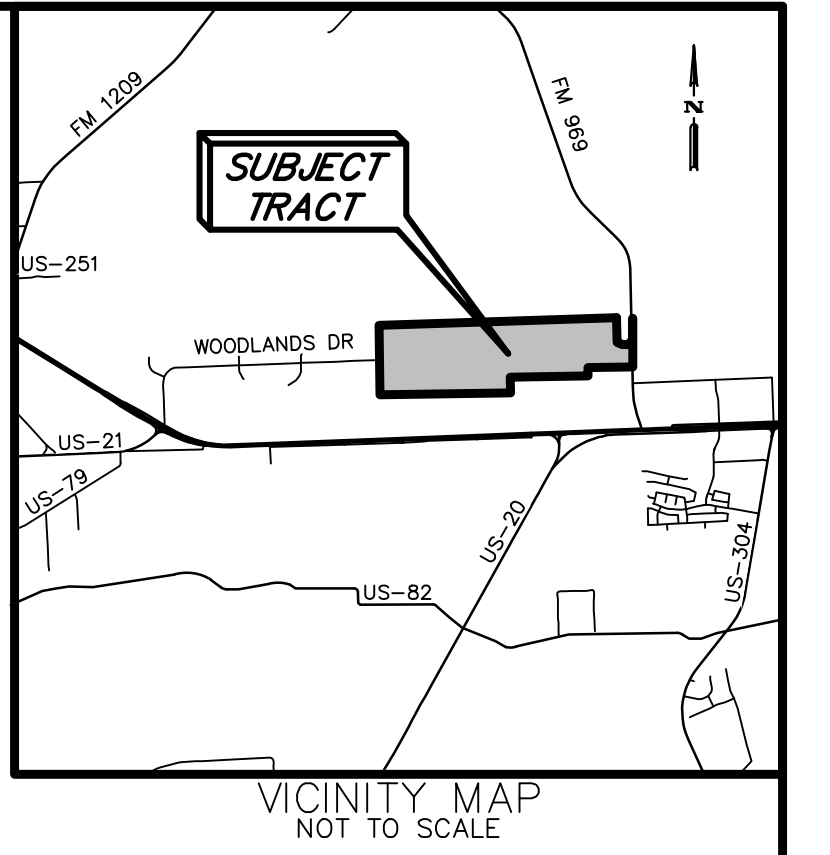
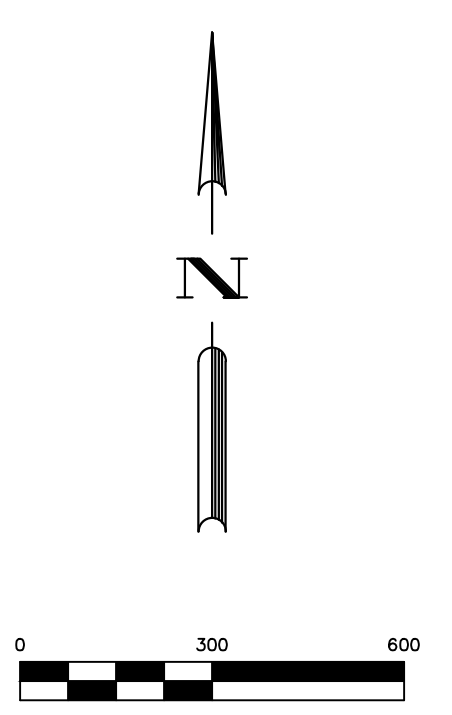
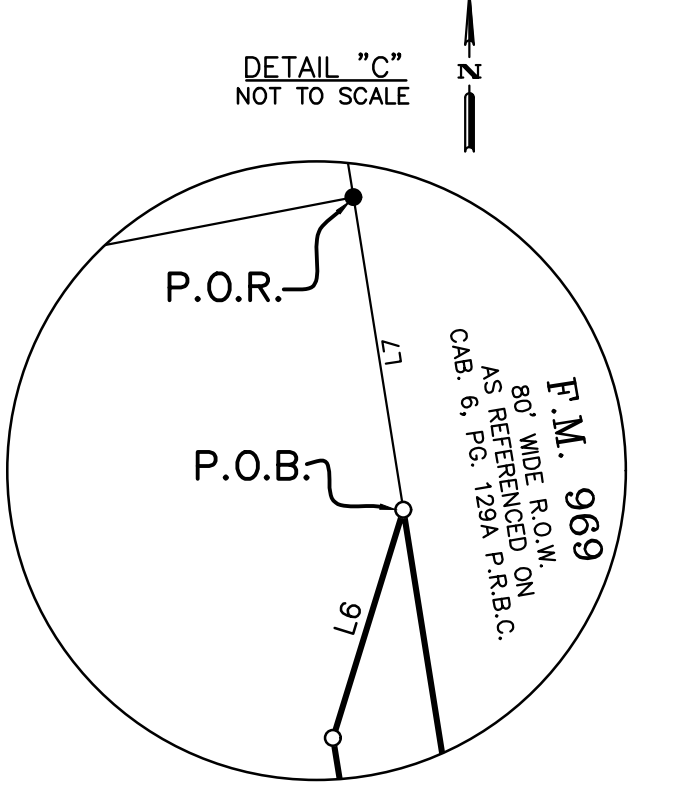


LINE TABLE

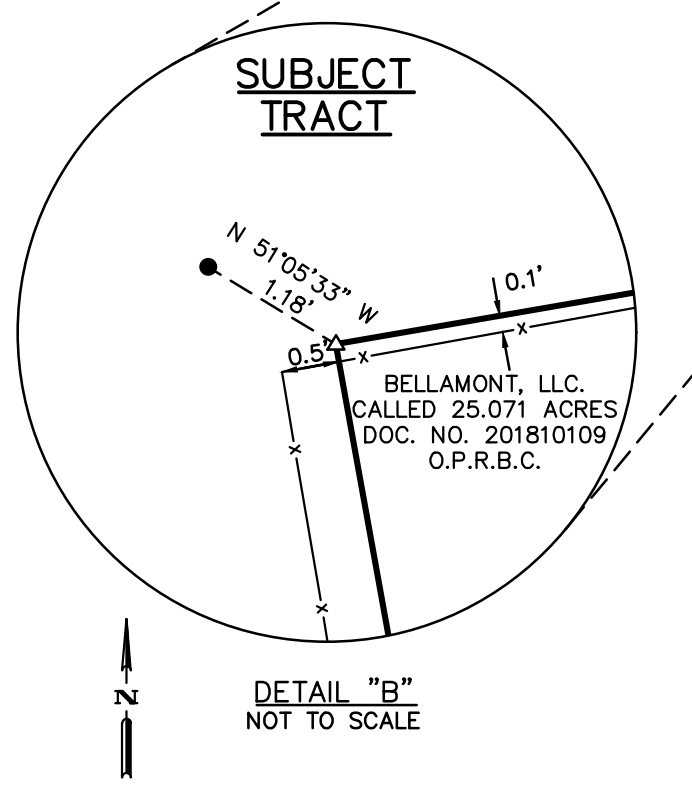
NUMBER	BEARING	DISTANCE
L1	S 01°19'22" E	290.00'
L2	S 02°31'46" E	533.70'
L3	S 68°24'20" E	127.74'
L4	N 88°43'07" E	140.03'
L5	N 43°41'39" E	212.04'
L6	N 24°51'52" E	22.65'
L7	S 01°19'50" E	30.02'

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	109.81'	271.69'	23°09'30"	S 79°50'37" E	109.07'



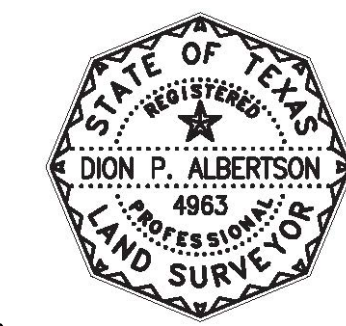
- GENERAL NOTES**
- BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83. DISTANCES SHOWN ARE IN SURFACE VALUES. COMBINED SCALE FACTOR IS 0.99998269.
 - MONUMENTATION AS SHOWN.
 - THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY UNDER OF NO. 41596, DATED EFFECTIVE AUGUST 17, 2020 AND ISSUED ON SEPTEMBER 15, 2020.
 - THE PROPERTY LIES IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR BASTROP COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48021C0335E AND MAP NUMBER 48021C0355E, BOTH REVISED JANUARY 19, 2006, AND IN ZONE "AE" (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT - BASE FLOOD ELEVATIONS DETERMINED), AS DELINEATED ON THE LOMR 14-06-0986P WITH AN EFFECTIVE DATE OF JANUARY 9, 2015. ALL FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
 - FENCES GENERALLY FOLLOW PROPERTY LINES EXCEPT AS NOTED HEREON.
 - CENTERLINE OF DIRT ROAD IS A GRAPHIC REPRESENTATION FROM AERIAL PHOTOGRAMMETRY.
 - A METES AND BOUNDS OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.



- SCHEDULE B NOTES:**
- AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO LOWER COLORADO RIVER AUTHORITY BY INSTRUMENT RECORDED IN VOLUME 104, PAGE 17, OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
 - A WATER LINE EASEMENT GRANTED TO AQUA WATER SUPPLY CORPORATION BY INSTRUMENT RECORDED IN VOLUME 1637, PAGE 796, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT. EXISTING WATER LINE IS LOCATED ALONG THE EAST PROPERTY LINE, AS MARKED ON THE GROUND BY WATER UTILITY AND SHOWN HEREON.
 - AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO BLUEBONNET ELECTRIC COOPERATIVE, INC. BY INSTRUMENT RECORDED IN UNDER DOCUMENT NO. 201513514, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT BUT CANNOT BE LOCATED FROM INFORMATION CURRENTLY AVAILABLE.

TO NEU COMMUNITY BASTROP, LLC., AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:
 THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY. THE FIELD WORK WAS COMPLETED ON NOVEMBER 06, 2020.
 DATE OF PLAT OR MAP: DECEMBER 14, 2020

Dion P. Albertson
 DION P. ALBERTSON RPLS NO. 4963
 BGE, INC.
 7330 SAN PEDRO AVE., SUITE 202
 SAN ANTONIO, TEXAS 78216
 TELEPHONE: (210) 581-3622
 TBPELS LICENSED SURVEYING FIRM No. 10194490



BGE, Inc.
 7330 San Pedro Ave., Suite 202, San Antonio, TX 78216
 Tel: 210-581-3600 • www.bgeinc.com
 TBPELS Licensed Surveying Firm No. 10194490

CATEGORY 1A, CONDITION II SURVEY OF A 399.878 ACRE TRACT OF LAND SITUATED IN THE NANCY BLAKEY SURVEY ABSTRACT NO. 98 BASTROP COUNTY, TEXAS

PARTY CHIEF: M.G.	ISSUE DATE: 12/14/2020	SHEET 1
TECHNICIAN: O.B.	SCALE: 1"=300'	
R.P.L.S.: D.P.A.	JOB NUMBER: 8299-00	OF 1
FIELD BOOK NAME: 70:23-26 & 79:64		
BASE FILE: G:\Projects\NEU_Communities\8225-00-Bastrop_Platin\SV\01-Calc\8299-00-Bastrop_NEU-Title-98A.dwg		

Exhibit A-2
PROPERTY LEGAL DESCRIPTIONS

DESCRIPTION OF A 399.878 ACRE TRACT OF LAND

FIELD NOTES FOR A 399.878 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, SITUATED IN BASTROP COUNTY, TEXAS; BEING A PORTION OF A CALLED 410.599 ACRE TRACT AS CONVEYED UNTO ARMELLA R. GRASSEL IN VOLUME 714, PAGE 305 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT OF REFERENCE, a 1/2-inch iron rod found on the westerly right-of-way line of Farm to Market (F.M.) 969 (R.O.W. ~ 80') as shown on the plat of The Colony MUD 1A, Section 1, Phase A, as recorded in Cabinet 6, Page 129A of the Plat Records of Bastrop County, Texas, at the southeast corner of a remaining portion of a called 1,258.002 acre tract of land as conveyed unto Hunt Communities Bastrop, LLC in Document Number 201617588 of the Official Public Records of Bastrop County, Texas, being the northeast corner of said 410.599 acre tract; **THENCE**, S 01° 19' 50" E, coincident with the common line of the 410.599 acre tract and the west right-of-way line of said F.M. 969, a distance of 30.02 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 01° 19' 50" E, coincident with the common line of the 410.599 acre tract and the west right-of-way line of said F.M. 969, a distance of 1,635.71 feet to a 1/2-inch iron rod found at the common corner of the 410.599 acre tract and a called 10.01 acre tract of land as conveyed unto Esmeralda Vences-Maldonado and Fermin Vences-Maldonado in Document Number 201916372 of the Official Public Records of Bastrop County, Texas, for the southeast corner of the herein described tract;

THENCE, departing said common line and coincident with the common lines of the 410.599 acre tract and said 10.01 acre tract, the following two (2) courses:

- 1) S 87° 56' 21" W, a distance of 1,503.00 feet to a 1/2-inch iron rod with a cap stamped "RPLS 5548" found at the northwest corner of the 10.01 acre tract, for a re-entrant corner of the 410.599 acre tract and the herein described tract;
- 2) S 01° 19' 22" E, a distance of 290.00 feet to a 1/2-inch iron rod found at the southwest corner of the 10.01 acre tract, on the north line of a called 25.070 acre tract of land as conveyed unto TOCC LAND, LLC in Document Number 201900758 of the Official Public Records of Bastrop County, Texas, for a corner of the 410.599 acre tract and the herein described tract;

THENCE, S 87° 55' 54" W, coincident with the common line of the 410.599 acre tract, said 25.070 acre tract, and a called 25.071 acre tract of land conveyed unto Bellamont, LLC in Document Number 201810109 of the Official Public Records of Bastrop County, Texas, a distance of 2,610.20 feet to a calculated point at the northwest corner of said 25.071 acre tract, for a re-entrant

corner of the 410.599 acre tract and the herein described tract, from which a 1/2-inch iron rod found bears N 51° 05' 33" W, a distance of 1.18 feet;

THENCE, S 02° 31' 46" E, coincident with the common line of the 410.599 acre tract and said 25.071 acre tract a distance of 533.70 feet to a 5/8-inch iron rod found at the southwest corner of the 25.071 acre tract, on the north line of a remaining portion of a called 469.652 acre tract of land as conveyed unto Erhard Legacy Partners, LTD in Document Number 201502920 of the Official Public Records of Bastrop County, Texas, for the south corner of 410.599 acre tract and the herein described tract;

THENCE, S 87° 52' 50" W, coincident with the common line of the 410.599 acre tract and said remaining portion of a 469.652 acre tract a distance of 4,392.23 feet (Record S 88° 47' 48" W, 4,391.98 feet) to a 1/2-inch iron rod found at the common corner of Lot 32, Block "B, as shown on the plat of The Woodlands, as recorded in Cabinet 2, Page 350A of the Plat Records of Bastrop County, Texas, for the southwest corner of the 410.599 acre tract and the herein described tract;

THENCE, N 02° 07' 09" W, coincident with the common line of the 410.599 acre tract, said Lot 32, the east terminal end of the right-of-way line of Woodlands Drive (R.O.W. ~ 60') as shown on said plat of The Woodlands, and Lot 41, Block "A", as shown on said plat of The Woodlands, passing at a distance of 2,331.72 a 1/2-inch iron rod found, and continuing for a total distance of 2,332.15 feet (Record N 01° 12' 12" W, 2,333.58 feet) to a calculated point at the common corner of the 410.599 acre tract, said Lot 41 and on the south line of said remaining portion of a 1,258.002 acre tract, for the northwest corner of the 410.599 acre tract and the herein described tract, from which a 1/2-inch iron rod found on the north line of said Block "A", at a corner of said remaining portion of the aforementioned 1,258.002 acre tract bears S 86° 51' 05" W, a distance of 2,609.69 feet;

THENCE, N 86° 51' 05" E, coincident with the common line of the 410.599 acre tract, the remaining portion of a 1,258.002, a called 1.00 acre tract of land conveyed unto Hunt Communities Bastrop, LLC in Document Number 201911016 of the Official Public Records of Bastrop County, Texas, the south line of The Colony MUD 1A, Section 1, Phase B, as recorded in Cabinet 6, Page 189A of the Plat Records of Bastrop County, Texas, and the south line of the aforementioned The Colony MUD 1A, Section 1, Phase A, a distance of 7,978.80 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a north corner of the herein described tract;

THENCE, departing said common line, over and across the 410.559 acre tract the following seven (7) courses:

1. S 3°08'55" E, a distance of 829.14 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
2. S 68°24'20" E, a distance of 127.74 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;

3. Curving to the left, with a radius of 271.69 feet, an arc length of 109.81 feet, a central angle of 23°09'30", a chord bearing of S 79°50'37" E, 109.07 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;
4. N 88°43'07" E, a distance of 140.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
5. N 43°41'39" E, a distance of 212.04 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
6. N 1°19'50" W, a distance of 717.59 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
7. N 24°51'52" E, a distance of 22.65 feet to the **POINT OF BEGINNING** and containing 399.878 acres of land more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83.

A survey plat of even date was prepared in conjunction with this metes and bounds.

Dion P. Albertson

Dion P. Albertson RPLS No. 4963
 BGE, Inc.
 7330 San Pedro Ave, Suite 202
 San Antonio TX 78216
 Telephone: 210-581-3600
 TBPLS Licensed Surveying Firm No. 10194490

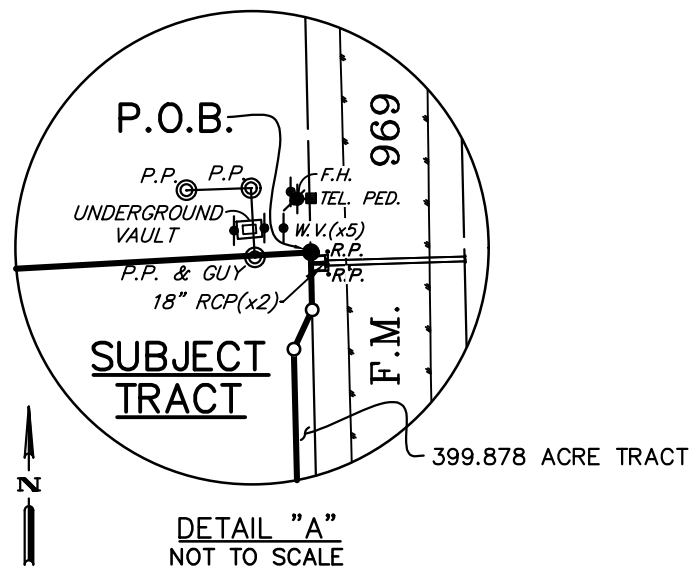


12/14/2020

Date

Date: December 14, 2020
 Job No: 8299-00

Exhibit A-3
ADDITIONAL LAND



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 01°19'49" E	30.02'
L2	S 24°51'52" W	22.65'
L3	S 43°41'39" W	212.04'
L4	S 88°43'07" W	140.03'
L5	N 68°24'20" W	127.74'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	109.81'	271.69'	23°09'30"	N 79°50'37" W	109.07'

GENERAL NOTES

- BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83.
- MONUMENTATION AS SHOWN.
- THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY STEWART TITLE GUARANTY COMPANY UNDER GF NO. 41274, DATED EFFECTIVE FEBRUARY 25, 2021 AND ISSUED ON MARCH 4, 2021.
- THE PROPERTY LIES IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR BASTROP COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48021C0355E, REVISED JANUARY 19, 2006. ALL FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
- FENCES GENERALLY FOLLOW PROPERTY LINES EXCEPT AS NOTED HEREON.
- CENTERLINE OF DIRT ROAD IS A GRAPHIC REPRESENTATION FROM AERIAL PHOTOGRAMMETRY.
- A METES AND BOUNDS OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.

SCHEDULE B NOTES:

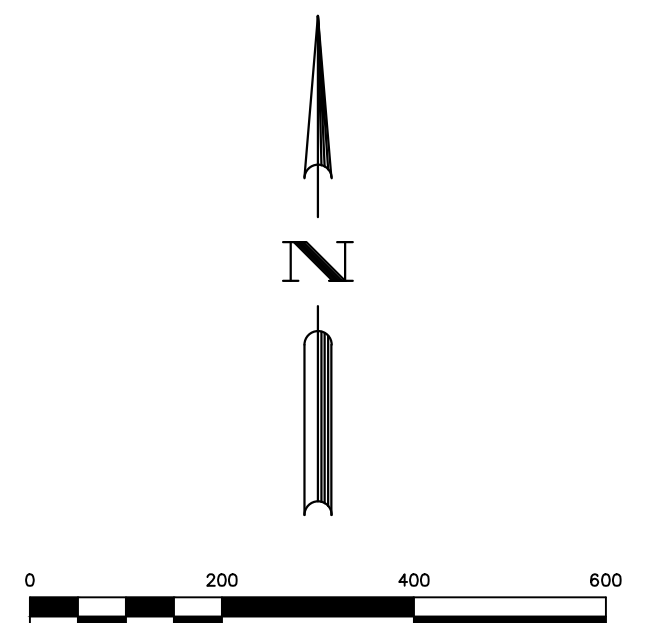
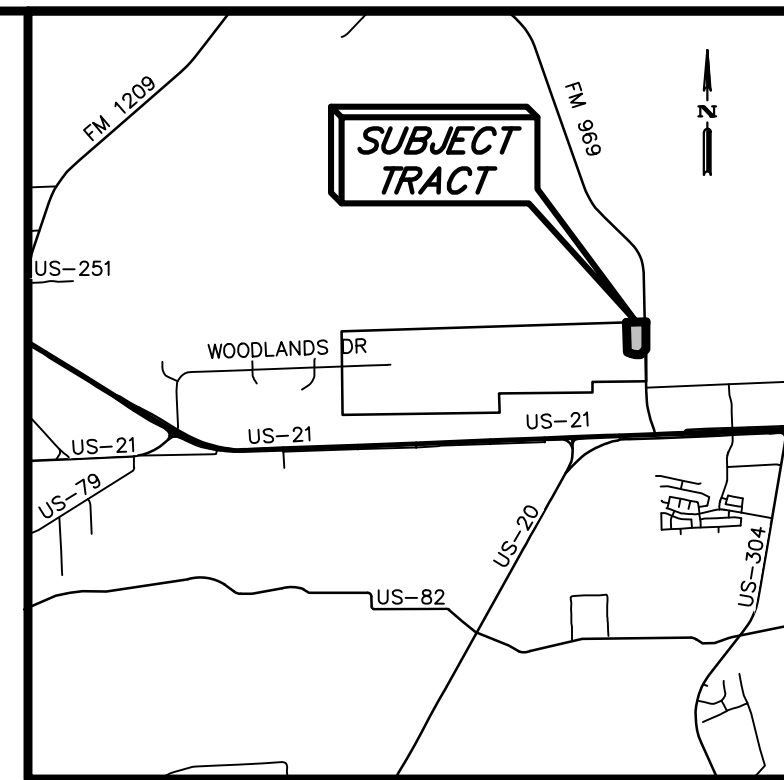
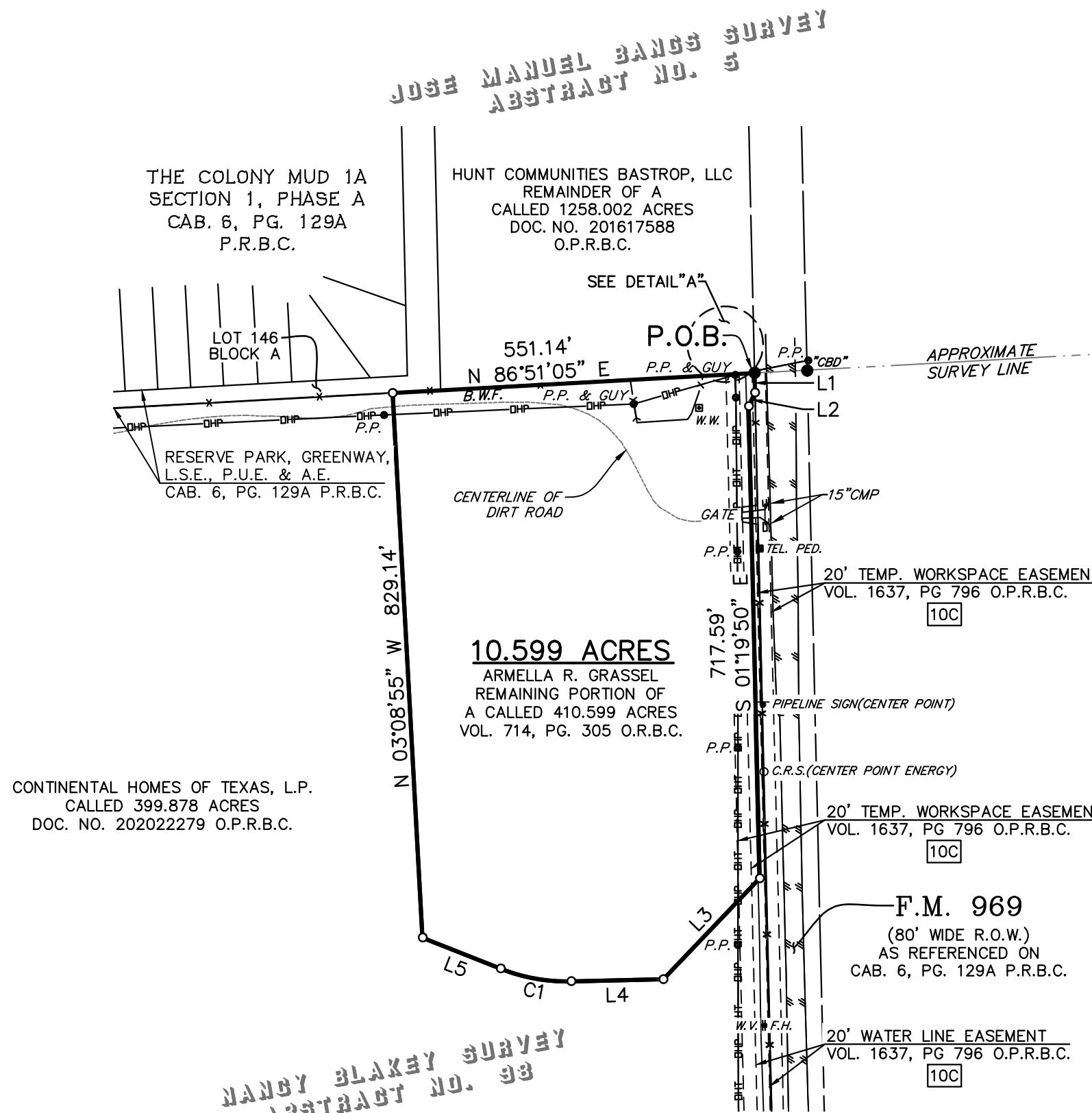
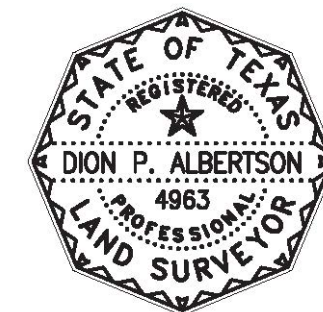
- A WATER LINE EASEMENT GRANTED TO AQUA WATER SUPPLY CORPORATION BY INSTRUMENT RECORDED IN VOLUME 1637, PAGE 796, DOCUMENT NO. 200600007878, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS. DOES AFFECT THE SUBJECT TRACT. EXISTING WATER LINE IS LOCATED ALONG THE EAST PROPERTY LINE, AS MARKED ON THE GROUND BY WATER UTILITY AND SHOWN HEREON.
- AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO BLUEBONNET ELECTRIC COOPERATIVE, INC. BY INSTRUMENT RECORDED IN/UNDER DOCUMENT NO. 201513514, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS. DOES AFFECT THE SUBJECT TRACT BUT CANNOT BE LOCATED FROM INFORMATION CURRENTLY AVAILABLE.

TO SIS BASTROP LLC, CLASSIC BANK NA, AND STEWART TITLE GUARANTY COMPANY:

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY. THE FIELD WORK WAS COMPLETED ON NOVEMBER 06, 2020.

DATE OF PLAT OR MAP: MARCH 23, 2021

Dion P. Albertson
 DION P. ALBERTSON, RPLS NO. 4963
 BGE, INC.
 7330 SAN PEDRO AVE., SUITE 202
 SAN ANTONIO, TEXAS 78216
 TELEPHONE: (210) 581-3622
 TBPELS LICENSED SURVEYING FIRM NO. 10194490



LEGEND

- A.E. AERIAL EASEMENT
- CAB. CABINET
- C.R.S. CATHODIC READING STATION
- F.H. FIRE HYDRANT
- L.S.E. LANDSCAPE EASEMENT
- NO. NO.
- O.P.R.B.C. OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
- O.R.B.C. OFFICIAL RECORDS OF BASTROP COUNTY
- P.P. POWER POLE
- P.R.B.C. PLAT RECORDS OF BASTROP COUNTY
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- RCP REINFORCED CONCRETE PIPE
- R.O.W. RIGHT-OF-WAY
- R.P. REFLECTOR POST
- VOL. VOLUME
- W.V. WATER VALVE
- FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
- "CBD" FOUND 1/2" IRON ROD W/CAP "CBD"
- SET 1/2" IRON ROD W/ "BGE INC" CAP
- ASPHALT
- OVERHEAD TELEPHONE
- OVERHEAD ELECTRIC
- x— BARBED WIRE FENCE

BGE, Inc.
 7330 San Pedro Ave., Suite 202, San Antonio, TX 78216
 Tel: 210-581-3600 • www.bgeinc.com
 TBPELS Licensed Surveying Firm No. 10194490

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**CATEGORY 1A, CONDITION II SURVEY OF
 A 10.599 ACRE TRACT OF LAND
 SITUATED IN
 THE NANCY BLAKEY SURVEY
 ABSTRACT NO. 98
 BASTROP COUNTY, TEXAS**

PARTY CHIEF: M.G.	ISSUE DATE: 03/23/2021	SHEET 1
TECHNICIAN: O.B.	SCALE: 1"=200'	
R.P.L.S.: D.P.A.	JOB NUMBER: 8563-00	OF 1
FIELD BOOK NAME: 70:23-26 & 79:64		
BASE FILE: G:\70\Projects\NEU_Communities\8225-00-Bastrop_Prelim\SV\01_Catcs\8229-00_Bastrop_NEU-Title-DPA.dwg		

G:\70\Projects\NEU_Communities\8225-00-Bastrop_Prelim\SV\01_Catcs\8229-00_Bastrop_NEU-Title-DPA.dwg 3/23/2021 10:29 AM obernal

DESCRIPTION OF A 10.599 ACRE TRACT OF LAND

FIELD NOTES FOR A 10.599 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, IN BASTROP COUNTY, TEXAS; BEING THE REMAINING PORTION OF A CALLED 410.599 ACRE TRACT AS CONVEYED UNTO ARMELLA R. GRASSEL IN VOLUME 714, PAGE 305 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the westerly right-of-way line of Farm to Market (F.M.) 969 (R.O.W. ~ 80') as shown on the plat of The Colony MUD 1A, Section 1, Phase "A", as recorded in Cabinet 6, Page 129A of the Plat Records of Bastrop County, Texas, at the southeast corner of a remaining portion of a called 1,258.002 acre tract of land as conveyed unto Hunt Communities Bastrop, LLC in Document Number 201617588 of the Official Public Records of Bastrop County, Texas, being the northeast corner of the remaining portion of said 410.599 acre tract and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 01°19'49" E, coincident with the common line of said right-of-way and the remaining portion of the 410.599 acre tract, a distance of 30.02 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of a called 399.878 acre tract of land as conveyed unto Continental Homes of Texas, L.P. in Document Number 202022279 of the Official Public Records of Bastrop County, Texas, and the remaining portion of the 410.599 acre tract, for an angle point of the herein described tract;

THENCE, departing said right-of-way line, coincident with the common line of the remainder of the 410.599 acre tract and said 399.878 acre tract the following seven (7) courses:

- 1) S 24°51'52" W, a distance of 22.65 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 2) S 01°19'50" E, a distance of 717.59 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 3) S 43°41'39" W, a distance of 212.04 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southeasterly corner of the herein described tract;
- 4) S 88°43'07" W, a distance of 140.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;
- 5) Curving to the right, with a radius of 271.69 feet, an arc length of 109.81 feet, a central angle of 23°09'30", a chord bearing of N 79°50'37" W, and a chord distance of 109.07 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;

- 6) N 68°24'20" W, a distance of 127.74 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southwesterly corner of the herein described tract;

- 7) N 03°08'55" W, a distance of 829.14 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the south line of the aforementioned The Colony MUD 1A Section 1, Phase "A", at the common corner of the remainder of the 410.599 acre tract and the 399.878 acre tract, for the northwest corner of the herein described tract;

THENCE, N 86°51'05" E, coincident with the common line of the remainder of the 410.599 acre tract, said The Colony MUD 1A Section 1, Phase "A", and the aforementioned remaining portion of the 1,258.002 acre tract, a distance of 551.14 feet to the **POINT OF BEGINNING** and containing 10.559 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83.

An exhibit plat of even date was prepared in conjunction with this metes and bounds.

 Dion P. Albertson RPLS No. 4963
 BGE, Inc.
 7330 San Pedro Ave, Suite 202
 San Antonio TX 78216
 Telephone: 210-581-3600
 TBPELS Licensed Surveying Firm No. 10194490

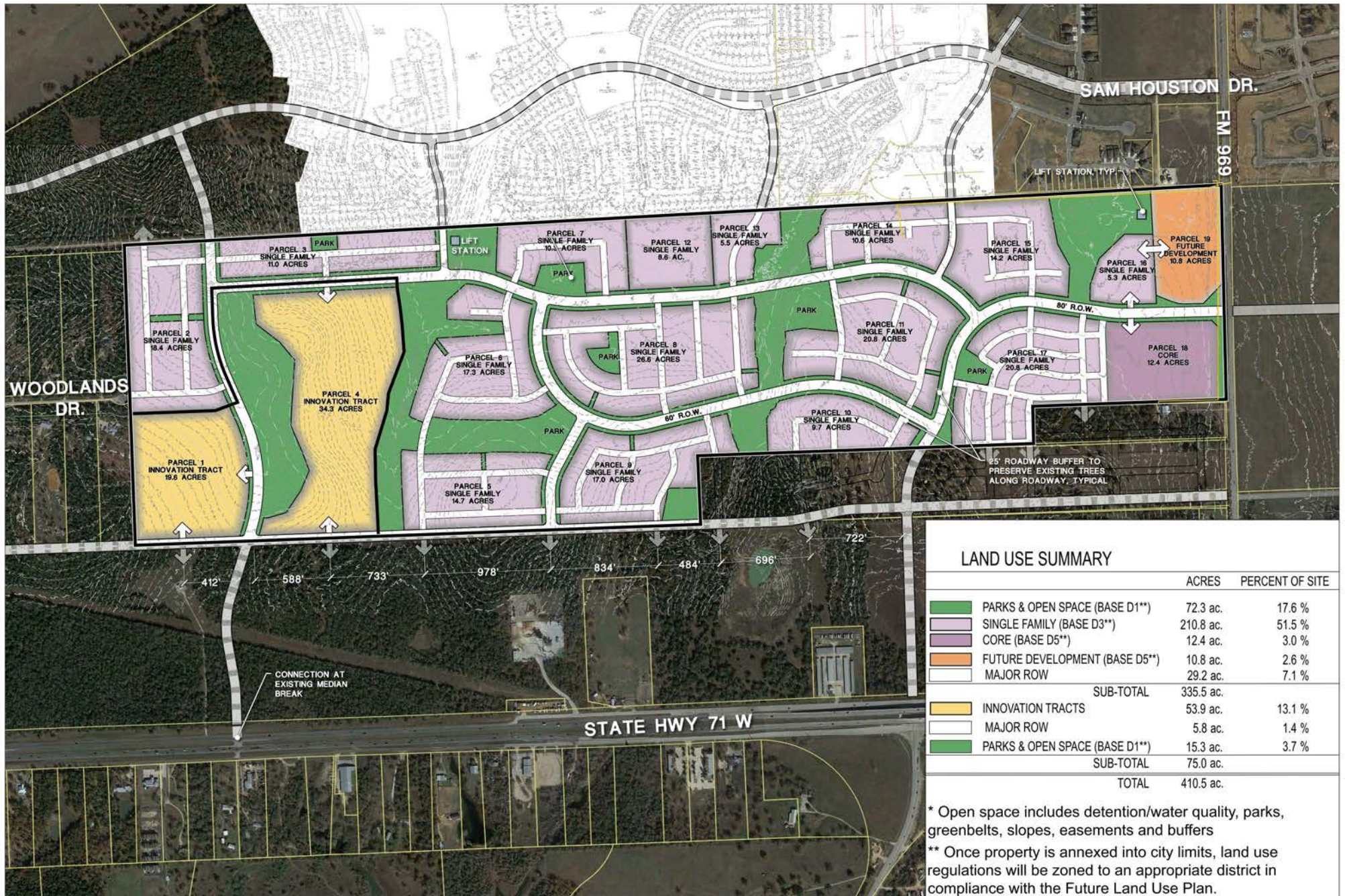


 3/26/2021

Date

Date: March 26, 2021
 Job No: 8563-00

Exhibit B
OVERALL CONCEPT PLAN



LAND USE SUMMARY

	ACRES	PERCENT OF SITE
■ PARKS & OPEN SPACE (BASE D1**)	72.3 ac.	17.6 %
■ SINGLE FAMILY (BASE D3**)	210.8 ac.	51.5 %
■ CORE (BASE D5**)	12.4 ac.	3.0 %
■ FUTURE DEVELOPMENT (BASE D5**)	10.8 ac.	2.6 %
■ MAJOR ROW	29.2 ac.	7.1 %
SUB-TOTAL		335.5 ac.
■ INNOVATION TRACTS	53.9 ac.	13.1 %
■ MAJOR ROW	5.8 ac.	1.4 %
■ PARKS & OPEN SPACE (BASE D1**)	15.3 ac.	3.7 %
SUB-TOTAL		75.0 ac.
TOTAL		410.5 ac.

* Open space includes detention/water quality, parks, greenbelts, slopes, easements and buffers

** Once property is annexed into city limits, land use regulations will be zoned to an appropriate district in compliance with the Future Land Use Plan.

NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS



SEC Planning, LLC

Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
512-246-7001
www.secplanning.com • info@secplanning.com

VIRIDIAN
CONCEPTUAL LAND USE PLAN

D.R. HORTON
BASTROP, TEXAS



North



Scale: 1" = 1,000'
Date: April 12, 2021

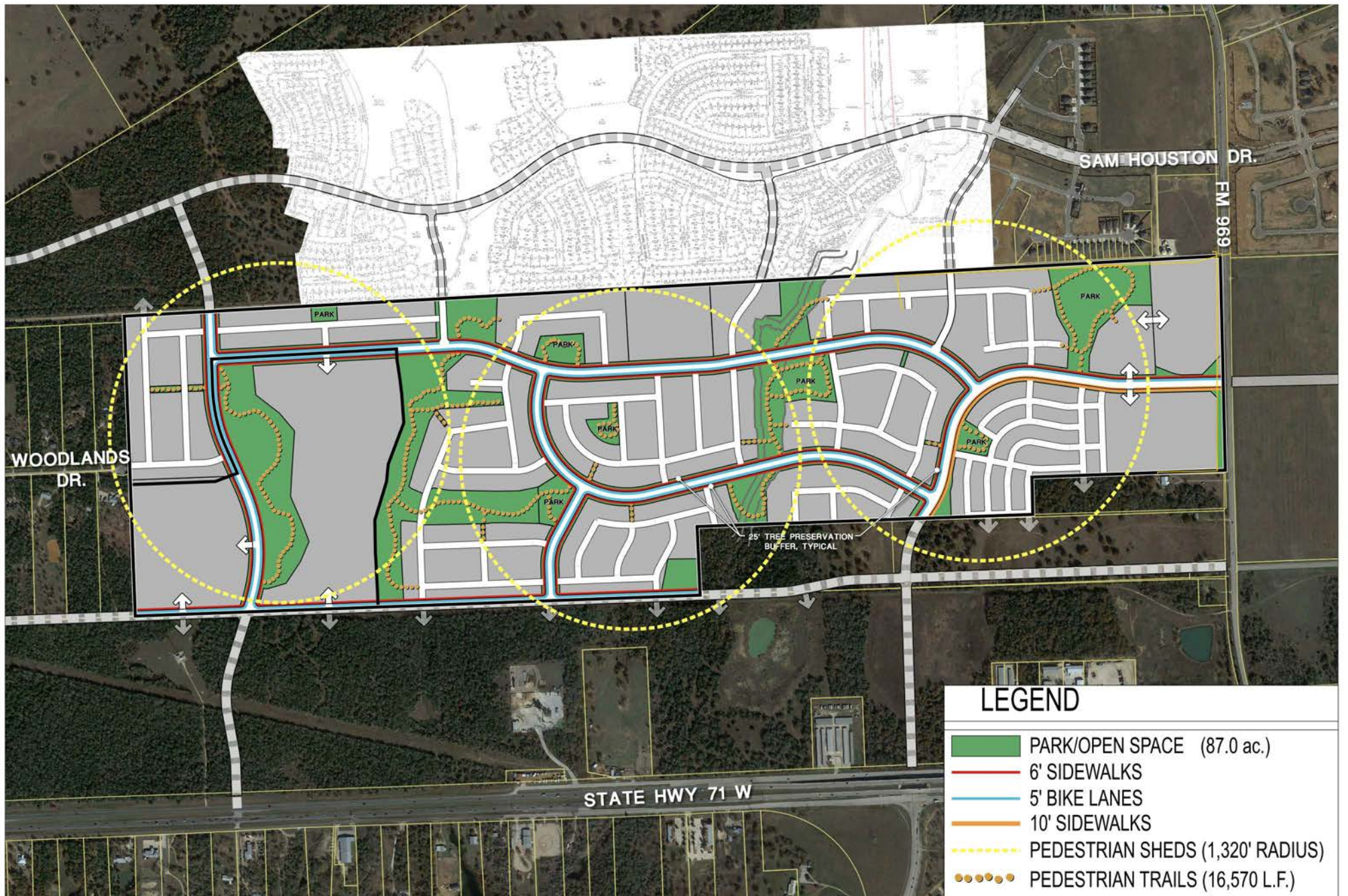
SHEET FILE: V:\200202-HORT\Caddles\PLANNING\Submittals\DA Development\Exhibits\Conceptual Land Use Plan.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

Exhibit C
PROHIBITED USES

1. any dumping, disposing, incineration or reduction of garbage;
2. any establishment selling or exhibiting pornographic materials;
3. any gambling facility or operation, including, but not limited to, off-track or sports betting parlor, table games such as black-jack or poker, slot machines, video poker/black-jack/keno machines or similar devices, or bingo parlor;
4. any massage parlor, topless club or "strip joint," except that this restriction shall not be deemed to prohibit the operation within the Project of a first-class massage therapy facility (such as a Massage Envy, Massage Heights, or substantially similar operator);
5. activities involving the conduct of major automobile repairs, body repair or painting, welding, storage of dismantled or non-operational vehicles, sale of used automobile parts (it being expressly understood that an oil change and service or tire repair or retail sale establishment, such as a Jiffy Lube, Discount Tire, Firestone, National Tire and Battery and similar establishments shall not be prohibited);
6. monument sales or funeral homes, mortuary, crematorium or cemetery and related services;
7. junkyards;
8. labor camps;
9. sexually-oriented businesses, including, but not limited to, modeling studios and dating or escort services businesses;
10. unusual fire, explosive, or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks (not including retail sales of firearms or ammunition); and
11. casino, gaming hall, off track betting facility or other gambling operation or facility (not including sales of Texas State Lottery tickets)

Exhibit D
PARKLAND AND OPEN SPACE

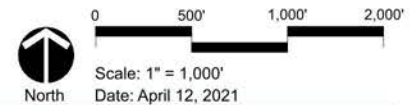


NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS

**VIRIDIAN
 PARKS AND OPEN SPACE EXHIBIT**
D.R. HORTON
 BASTROP, TEXAS

LEGEND

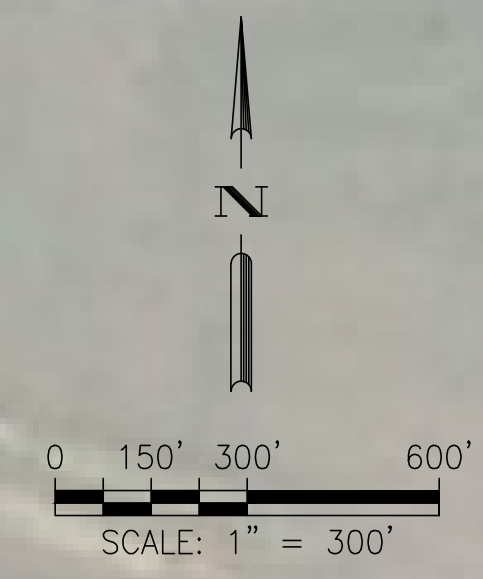
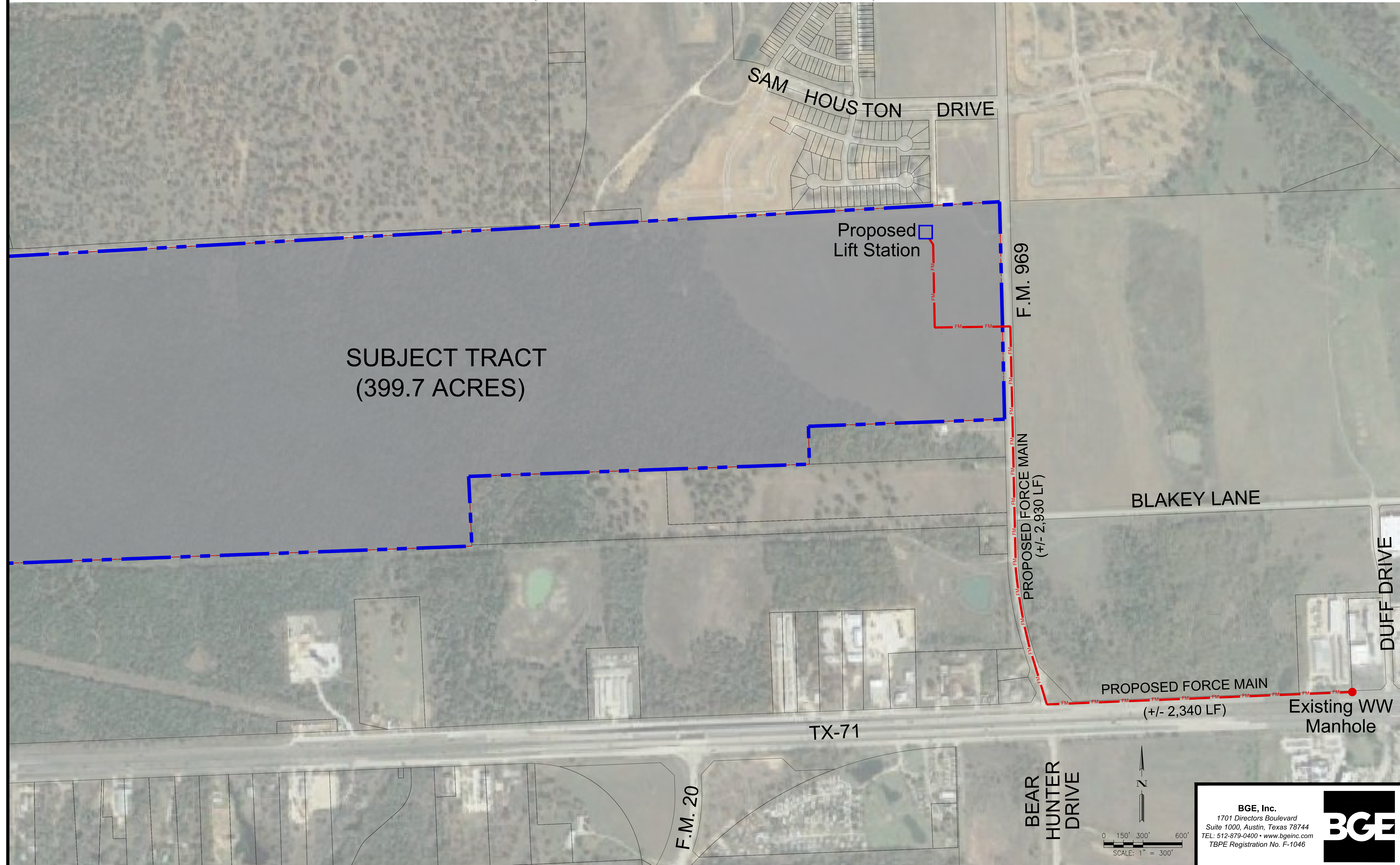
- PARK/OPEN SPACE (87.0 ac.)
- 6' SIDEWALKS
- 5' BIKE LANES
- 10' SIDEWALKS
- PEDESTRIAN SHEDS (1,320' RADIUS)
- PEDESTRIAN TRAILS (16,570 L.F.)



SHEET FILE: V:\202022\HORT\Cadfiles\PLANNING\Submittals\DA Development Exhibits\Parks & Open Space Exhibit.dwg
 Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

Exhibit E
WASTEWATER FACILITIES

VIRIDIAN DEVELOPMENT (OFF-SITE WASTEWATER IMPROVEMENTS)



BGE, Inc.
1701 Directors Boulevard
Suite 1000, Austin, Texas 78744
TEL: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

Exhibit F
DEVELOPMENT STANDARDS

VIRIDIAN DEVELOPMENT STANDARDS

VIRIDIAN DEVELOPMENT STANDARD TABLES

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
BLOCK LENGTH MAX	N/A leave blank	720 FT	720 FT
DOUBLE LOADED BLOCK PERIMETER MAX.	N/A	1440 FT	1440 FT
SINGLE LOADED BLOCK PERIMETER MAX.	N/A	1320 FT*	1320 FT
AVENUE	P	P	P
CONNECTOR	P	P	P
NEIGHBORHOOD STREET A no A	P	P	P NP

BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED

*BLOCKS THAT EXCEED 720 FT SHALL BE BROKEN UP WITH A PUBLICLY DEDICATED PEDESTRIAN STREET.

**BUILDING TYPES –
SEC. 2.5.001**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
REARYARD			
COMMERCIAL	NP	NP	P
APARTMENT	NP	NP	P
ROWHOUSE	NP	NP	P
SIDEYARD			
SIDEYARD	NP	NP	P
COURTYARD			
COURTYARD HOUSE	NP	P	P
COURTYARD APARTMENT BUILDING	NP	NP	P
EDGEYARD			
RANCH HOUSE, VILLA	NP	P	NP
HOUSE	NP	P	P
DUPLEX	NP	P	P
TRIPLEX, FOURPLEX	NP	NP	P

BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED

**ENCROACHMENT TYPES -
SEC. 2.5.002**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
PORCH	P	P	P
DOORYARD	NP	NP	P
TERRACE	NP	NP	P
STOOP	NP	NP	P
LIGHTWELL	NP	NP	P
GALLERY	NP	NP	P
ARCADE	NP	NP	NP

LOT OCCUPATION - SEC. 2.3.009

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
LOT COVERAGE	N/A	70% max	70% max
BUILDING FRONTAGE AT BUILD- TO-LINE	N/A	40% min	60% min.
BUILD-TO-LINE	N/A	10 ft – 25 ft	5 ft – 25 ft

BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED

Leave blank so a building in the open space could be permitted by Warrant in the future.

Leave blank so a building in the open space could be permitted by Warrant in the future.

BUILDING HEIGHT IN STORIES - SEC. 2.5.003			
	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
PRINCIPAL BUILDING	N/A	2 max	3 max
ACCESSORY DWELLING UNIT	N/A	2 max	2 max

FIRST LAYER ENCROACHMENTS - SEC. 2.5.002			
	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
OPEN PORCH	N/A NP	P	80% max
BALCONY AND/OR BAY WINDOW	N/A NP	P	50% max
STOOP, LIGHTWELL, TERRACE OR DOORYARD	NP	NP	P

BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED

R.O.W. ENCROACHMENTS - SEC. 2.5.002			
	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
AWNING, GALLERY, OR ARCADE			P

PARKING LOCATION - SEC. 2.3.007			
	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
SECOND LAYER	P	P	P
THIRD LAYER	P	P	P

RESIDENTIAL GARAGE FRONT FACADE			
SECOND LAYER	NP	P	P
THIRD LAYER	NP	P	P

SIGNAGE			
ADDRESS SIGN	*	*	*
AWNINGS & SIGNS	NP	NP	NP
BAND SIGNS	NP	NP	NP

BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED

*DEFAULT AS ESTABLISHED BY THE IBC AND IRC

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
BLADE SIGNS	NP	NP	NP
MARQUEE SIGNS	NP	NP	NP
NAME PLATE SIGNS	NP	NP	NP
OUTDOOR DISPLAY CASE	P	NP	NP
SIDEWALK SIGNS	P	NP	NP
WINDOW SIGNS	NP	NP	NP
YARD SIGNS	P	NP	NP
MONUMENT SIGN	P	NP	NP

VIRIDIAN DEVELOPMENT STANDARDS ELEMENTS

Proposed Development Types- Development Types define specific development standards within the VIRIDIAN Development based on the proposed Land Uses.

Development Types:

Open Space (Base D1)

Single Family (Base D3)

Core (Base D5)

Street Types - Streets serve as the public spaces connecting places and people. They transition from natural to urban form. All modes of transportation and settlement patterns are supported by the variety of Street Types presented in this Development Standards.

Building Types - Building Types correspond to the Development Types and Street Types. Building Types are contained within each Development Type to confirm the intensity of development aligns with the infrastructure and building forms to support the wide variety of Building Types.

CHAPTER 1: DEVELOPMENT TYPE DEVELOPMENT STANDARDS

SECTION 1.1 DEVELOPMENT TYPE DEVELOPMENT STANDARDS

SEC. 1.1.001 DEVELOPMENT TYPES ESTABLISHED

The VIRIDIAN Development Standards are divided into 3 Development Types that are established in Section 1.1.003. All land within the Viridian Development shall be classified into one of the following Development Types in Section 1.1.003.

- (a) A summary of the Standards of the Development Types is included in 3.2 Development Type Standards, Section 2.5, Building Types, and Section 2.5.003 Building Standards by Development Type.

SEC. 1.1.002 DEVELOPMENT TYPE BOUNDARIES

- (a) The boundary lines shown on the Development Type Map are usually along Streets, alleys, property lines, or extensions thereof.

SEC 1.1.003 DEVELOPMENT TYPE ZONING DISTRICTS TABLE

Open Space

Lands in a natural state or reverting to a wilderness condition, including lands unsuitable for settlement due to topography, hydrology or vegetation. Open Space is intended to preserve areas that contain sensitive habitats, active or passive Open Spaces, parks and limited agriculture uses.

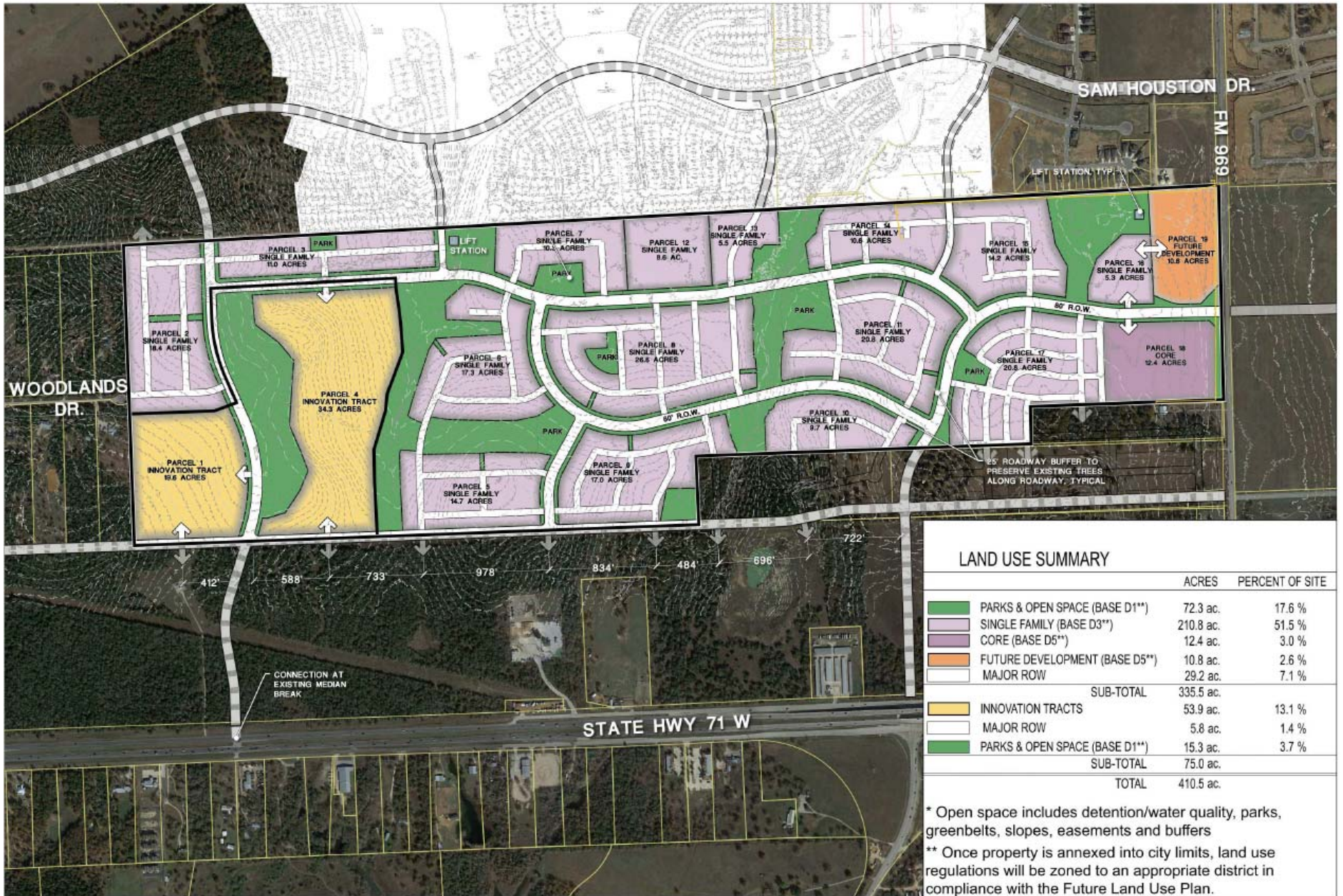
Single Family

Single Family Residential Area, planting is naturalistic and setbacks vary from relatively deep to shallow. The road and blocks may be irregular to accommodate for natural conditions. 50% of this area will consist of alley loaded Single Family Lots and 50% of Front Loaded Single Family lots.

Core

Higher density mixture of Building types that accommodate townhomes, duplex residential, commercial, retail, and apartments.

SEC 1.1.004 DEVELOPMENT TYPE MAP



NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS

CHAPTER 2: VIRIDIAN PRIVATE REALM DEVELOPMENT STANDARDS

SECTION 2.1 GENERAL

SEC. 2.1.001 INSTRUCTIONS

(a) Lots and buildings located in the Private Realm within the Viridian Development shall be subject to the requirements of this section.

(1) Lots and buildings shall be regulated according to the Building Type, Lot Occupation, Building placement, Building height, Private Frontage, use, parking spaces, parking placement, landscaping and signage Standards.

(b) Regulatory terminology related to private lots used in this section is diagrammed for illustrative purposes only.

(c) A running total of Single-Family front loaded versus Single-Family alley loaded lots will be provided with each plat to verify compliance with D-3 ratio.

SECTION 2.2 PERMITTING REQUIREMENTS

(a) Building or Construction permits shall not be issued for Development or redevelopment of private lots prior to the approval of a Building or Site Plan drawn to scale with the following details:

(1) For preliminary Site and Building plan approval:

A. See B3 Technical Manual for Site Plan Review requirements.

B. See the Bastrop Development Manual for review timeline and Site Plan Checklists.

Edgeyard are by residential which is not allowed in Core

(2) Individual home applications in Single Family and ~~Edgeyard Building Types per 2.5.001 on Core Development Types~~ shall be exempt from the Site Plan process.

(3) Building and Site Plans submitted under this Code shall be prepared by the Applicant and shall be submitted for Administrative Approval once all Code Standards are met.

(4) All development will follow City of Bastrop Building Codes in effect at the time of permitting.

SECTION 2.3 GENERAL LOT STANDARDS

SEC. 2.3.001 LOT DIMENSIONS

- (a) Lot width is measured between the side Lot lines at the Street Setback line.
- (b) Lots may have multiple Frontages as illustrated on Figure 6.1. One Frontage Line is designated the Primary Frontage Line and all remaining Frontage Lines are designated as Secondary Frontage Lines.
- (c) Lots shall be divided into regulatory Layers as illustrated on Figure 6.1 and Figure 6.2. Standards for the second and third Layers pertain only to the Primary Frontage. Standards for the First Layer pertain to both Frontages.
 - (1) The First Layer is the area of a Lot from the Frontage Line to the Facade of the Principal Building.
 - (2) The Second Layer is the area of the Lot set behind the First Layer to a depth of 20 feet in all Development Types.
 - (3) The Third Layer is the area of a Lot set behind the Second Layer and extending to the rear Lot Line.
 - A. The location of the Build-to-Line, on Infill properties, is established on Section 2.5.003 Building Standards per Development Type.
- (d) All buildings and Structures must be located at or behind the side or rear International Building Code (IBC) or International Residential Code (IRC) separation line and must comply with the following lot setbacks:
 - a. 5 ft Sideyard Setback (Reduced to 3 ft on lots 40 ft wide or narrower when the adjacent exterior walls shall comply with the fire resistance requirements established in the International Fire Code, International Building Code and/or International Residential Code) for Residential
 - b. 10 ft Rearyard Setback

SEC. 2.3.002 LOT LAYERS & FRONTAGE LINES

Table 6.1:

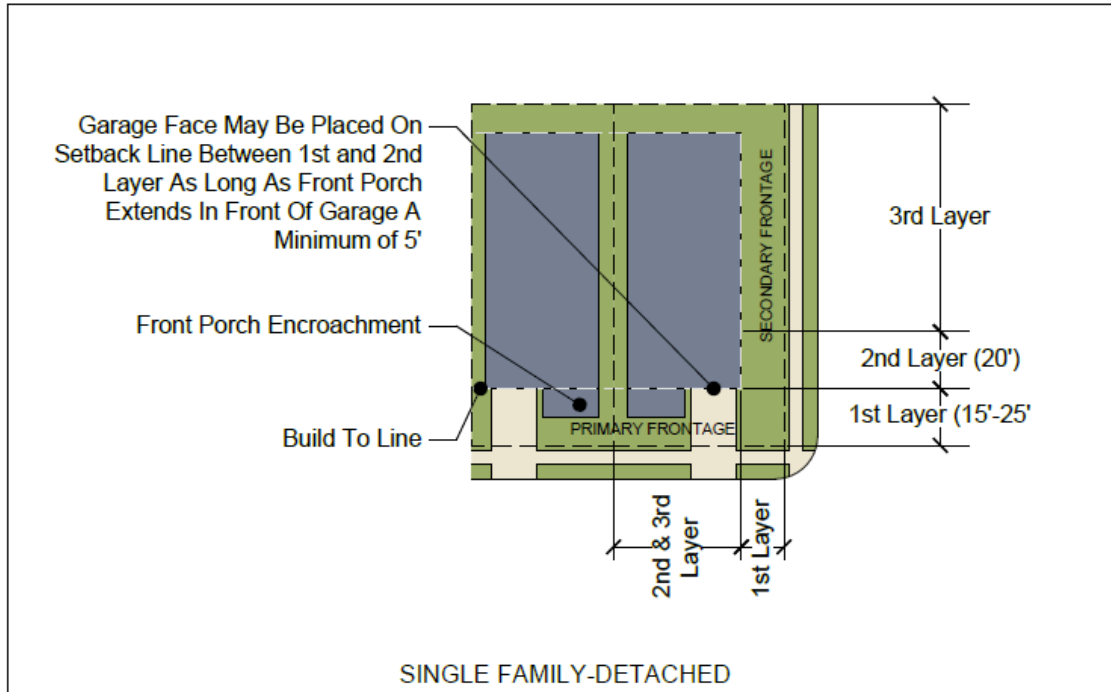


Table 6.2

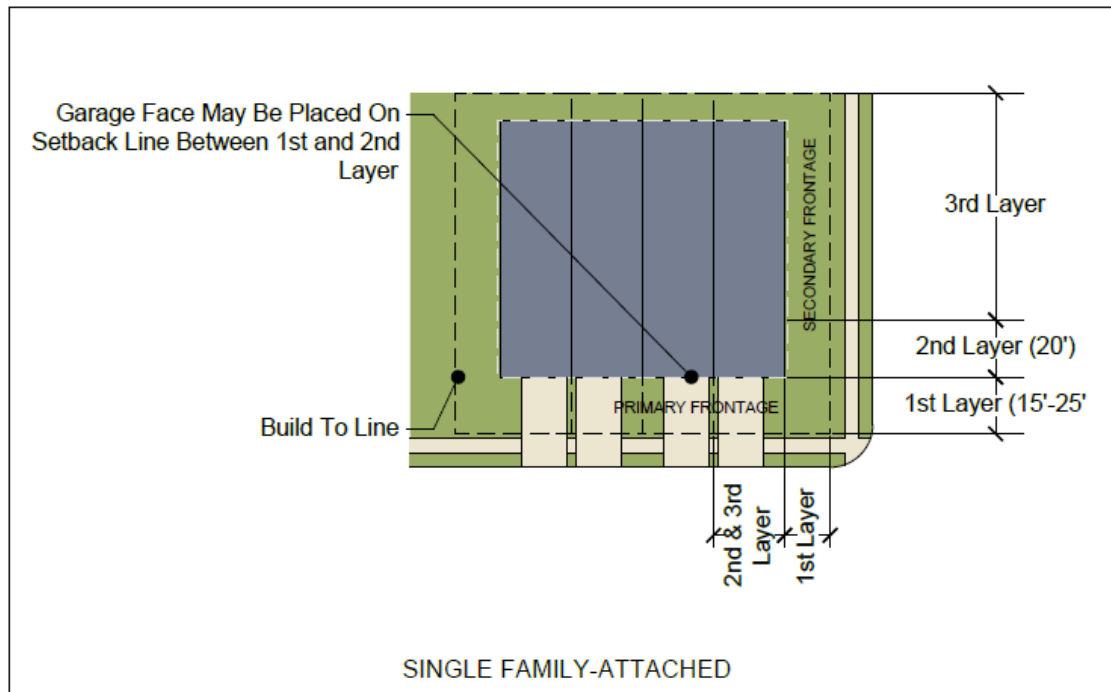
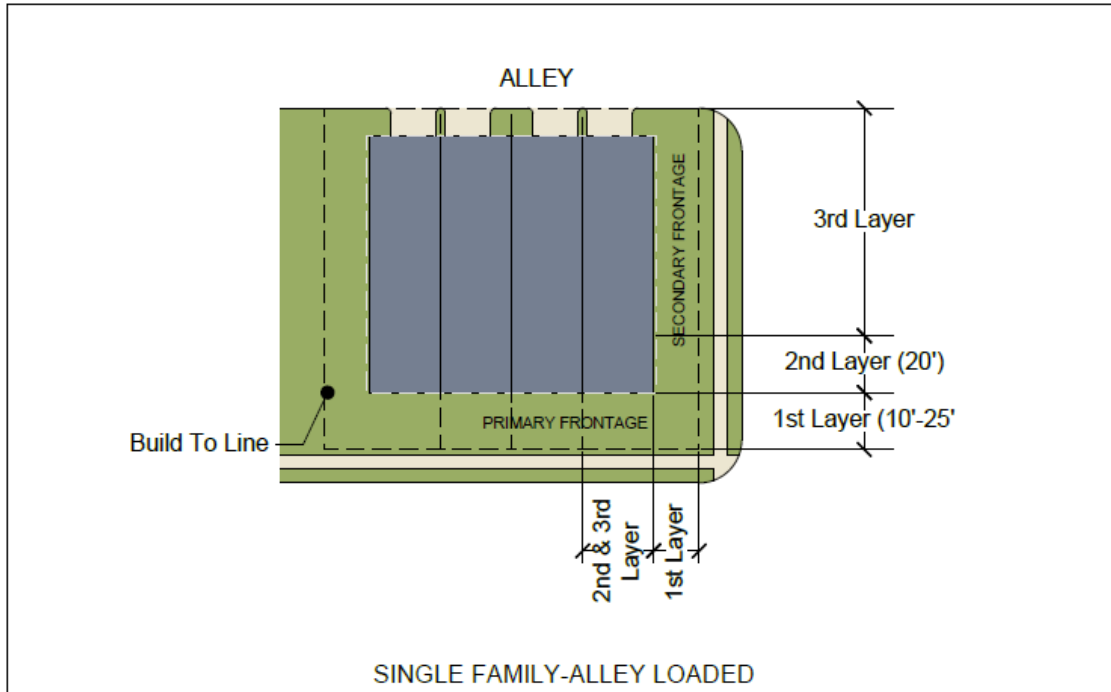


Table 6.3



SEC. 2.3.003 BUILDING PLACEMENT

- (a) Principal buildings shall be positioned on a Lot in accordance with Section 6.5.003 Building Standards per Place Type.
 - (1) The First Layer is the area of land between the Frontage Line and the Build-to-Line. The First Layer is measured from the Frontage Line.
 - (2) The required Build-to-Line is the minimum percentage of the front Building Facade that must be located within the First Layer, measured based on the width of the Building divided by the width of the Lot.
 - (3) A Building Facade must be placed within the First Layer for the first 30 feet along the Street extending from any Block corner.
 - A. All Structures and encroachments customarily allowed on the Lot are permitted in the First Layer.

SEC. 2.3.005 BUILDING SEPARATION

- (a) Fences and screening walls may extend into the IBC Building separation line and Alley Setback.
- (b) Side and Rear Building separation will be determined by the IBC as adopted by the City and per the setbacks established on Section 2.3.001 (d)

SEC. 2.3.006 ALLEYS & DRIVEWAY LOCATIONS

(a) Driveways:

- (1) Where Alleys are present, all vehicular access shall be provided from the Alley.
- (2) Where a Lot does not have access to an Alley, driveways are allowed in accordance with this section.
- (3) Driveways shall be located as far from the adjacent public Street intersection as practical to achieve maximum available corner clearance, with consideration of property limits, adjacent Curb cuts, topography, and existing Drainage facilities. Non-Alley loaded driveways may intersect a Street no closer than twenty (20) feet from the intersection of 2 Street rights-of-way in Single Family Development Type, and forty (40) feet Core Development Type.
- (4) Mid-Block lots greater than 40' in width at the Frontage are allowed one Driveway with a maximum width of 24' for two-way and 12' for one-way driveways.
 -) In Core Development Type, driveways accessing up to 80 feet wide of Street right-of-way must be spaced 200 feet apart centerline to centerline, and driveways accessing more than an 80 feet wide Street right-of-way must be spaced 300 feet apart centerline to centerline.
- (6) Nothing in this section shall prevent all Site access to any property.

Open Space or

SEC. 2.3.007 PARKING

a minimum of

- (1) Residential garage access is permitted from the public Street or from an Alley.
- (2) Residential garage front facades must begin, 5 ft behind the front of the house.
- (3) Parking spaces provided internal to a Lot shall be located entirely behind the minimum rear Setback as specified by Building Type and Development Type.
- (4) For the purposes of this Section the front of the house is defined as the front edge of the front porch.

SEC. 2.3.008 CROSS ACCESS CONNECTIONS

- (a) Cross-access easements and connections to adjoining properties shall be required to connect driveways and parking lots where no Alley is present.
- (b) Internal vehicular circulation areas shall be designed and installed to allow for cross-access between abutting lots;
- (c) In the event these conditions cannot be met without undue hardship or if such connections would create undesirable traffic flow, the connection requirement will be permitted
- (d) Where a parking lot connection is required, an easement for ingress and egress to adjacent lots shall be recorded on the Plat or by separate instrument as appropriate.
- (e) Additional Standards shall be found in the B3 Technical Manual

SEC. 2.3.009 LOT OCCUPATION

- (a) In Single Family Development Type, three buildings may be built on each Lot, one Principal Building and two Accessory Units or Accessory Dwelling Units as generally illustrated on Section 2.4 Lot Structure Description & Diagram.
- (b) Lot coverage by buildings (i.e. impervious surface requirements) are specified in Section 2.5.003.A.
- (c) For Building height see standard by Development Type. If the Building height is undefined in this document see the International Building Code as adopted by the City of Bastrop.
- (d) Stories may not exceed 14 feet in height from finished floor to finished ceiling, except for a first floor Commercial Building, which shall be a minimum of 11 feet with a maximum of 25 feet.
- (e) In the 100-year Floodplain, a first level Residential or lodging shall be raised a minimum of 2 feet from the Base Flood Elevation.

SEC. 2.3.010 PRIVATE FRONTAGE

- (a) Permitted Encroachments into the First Layer of any Lot are specified in Section 2.5.002, Permitted Encroachments per Development Type. Terminology used to identify these elements is diagrammed for illustrative purposes only.

- (b) The Facade of the Principal Building shall be built parallel to the Frontage Line or to the tangent of a curved Frontage Line of a Lot, and along a minimum percentage of the Frontage width at the Build-to-Line as specified as Facade Buildout in Section 2.5.003, Building Standards per Development Type.
- (c) Openings above the first Story shall not exceed 50% of the total Building wall area, with each Facade being calculated independently.
- (d) All opening, including porches, galleries, Arcades, and windows, with the exception of shopfronts, shall be square or vertical in proportion.

SEC. 2.3.011 ARTICULATION GUIDELINES

The front elevation of all homes shall contain wall plane articulation. No elevations shall be a single wall plane across the entire width of the front elevation. Each front elevation shall contain a minimum of two of the following elements, to be identified on the architectural plans submitted for building permit:

- (a) A minimum of two wall planes on the front elevation, offset a minimum of 18 inches
- (b) Covered front porch or patio with a minimum size of 60 square feet
- (c) A side-entry or swing-in garage entry (for garage doors that do not face the front street)
- (d) A garage door recessed from the primary front façade a minimum of five feet (for garage doors that face the front street)
- (e) Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house)
- (f) Shed roof or trellis (at least 18" deep) above garage door for additional architectural detail
- (g) A combination of at least two roof types (e.g., hip and gable) or two different roof planes of varying height and/or direction
- (h) Two or more material finishes to complement the architectural style of the home
- (i) The addition of one or more dormers on the front elevation to complement the architectural style of the home

SEC. 2.3.012 LIGHTING STANDARDS

All light fixtures, including security lighting, except street lamps, shall be aimed or shielded so that the direct illumination shall be confined to the property boundaries of the source. Particular care is to be taken to assure that the direct illumination does not fall onto or across any public or private street or road. Motion sensing lighting fixtures shall be properly adjusted, according to the manufacturer's instructions, to turn off when detected motion ceases.

No new mercury vapor light fixtures or replacement equipment other than bulbs shall be sold or installed for use as outdoor lighting within the city after the effective date of this Ordinance.

Search lights, laser source lights, strobe or flashing lights, motion or illusion lights or any similar high-intensity light shall not be permitted, except in emergencies by police and fire personnel at their direction

or as permitted in section 45.11. Does not include movie projection in conjunction with 'Movies in the Park' or an approved special event permit.

Total outdoor light output, excluding streetlights used for illumination of public rights-of-way, of any development project shall not exceed 100,000 lumens per net acre, averaged over the entire property.

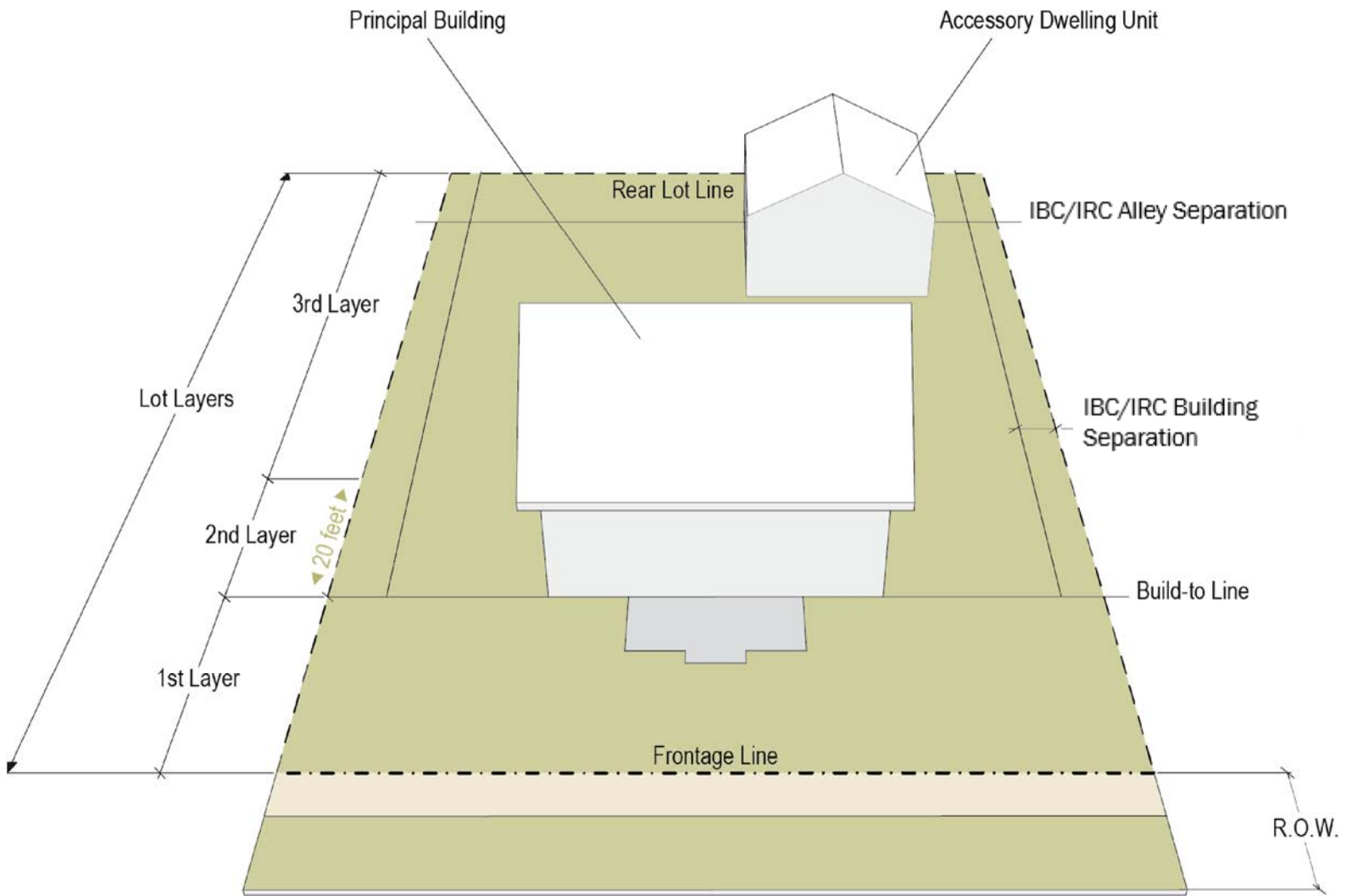
Lighting used for all externally illuminated signs shall conform to all restrictions of this section and shall be fully shielded.

Parking lot lighting standards. Lighting standards (poles) shall be sized in such a manner that the top of any luminary does not exceed 30 feet above adjacent grade, unless otherwise approved by the City Council.

SECTION 2.4 LOT STRUCTURE DESCRIPTION & DIAGRAM

BUILDINGS	
Principal Building	The main Building on a Lot.
Accessory Structures	A secondary Building usually located toward the rear of the same Lot as a Principal Building such as a garage, carport, or workshop and may include a dwelling unit, but no more than two per Lot.
LOT LAYERS	
First Layer	The area of a Lot from the Frontage Line to the Facade of the Principal Building.
Second Layer	The area of a Lot set behind the First Layer to a depth of 20 feet in all Development Types.
Third Layer	The area of a Lot set behind the Second Layer and extending to the rear Lot Line.
LOT	
Build-to-Line	The minimum percentage of the front Building Facade that must be located within the First Layer.
Lot Width	The length of the Principal Frontage Line of a Lot.
Frontage Line	Where the Property Line meets R.O.W.
Rear Lot Line	Where the Property Line meets Alley R.O.W. or an adjoining side/ rear property line.

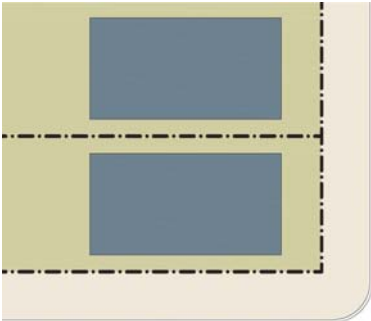
LOT STRUCTURE DIAGRAM



SECTION 2.5 BUILDING TYPES

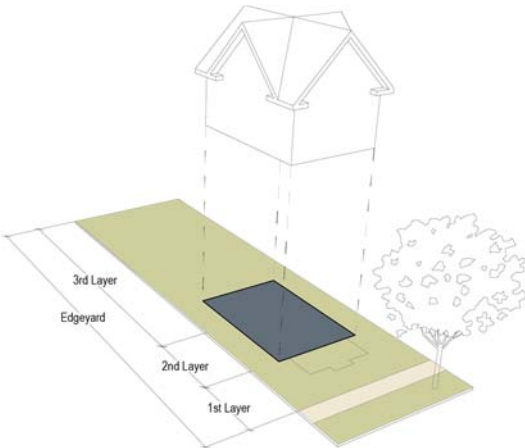
(a) EDGEYARD

The placement of a Building within the boundaries of its Lot to create an Edgeyard around the Building, with IBC separation and setbacks per Section 2.3.001 (d) on all sides. This is the least urban of types as the front yard sets the Building back from the Public Frontage, while the side yards weaken the spatial definition of the Thoroughfare in front of the Building.

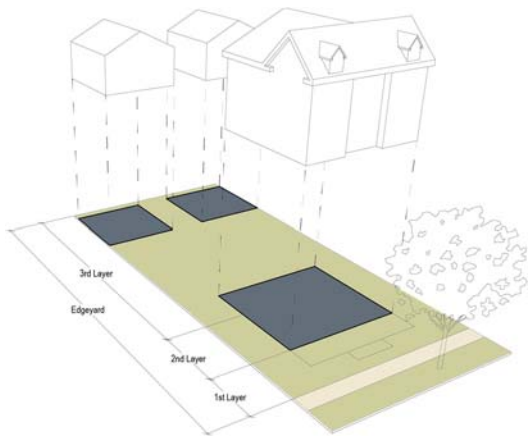


GENERAL PLACEMENT

Variants:, House, Duplex, Triplex, Fourplex



HOUSE

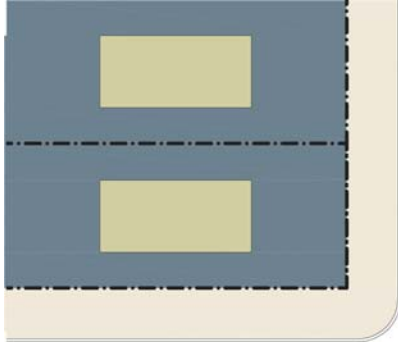


DUPLEX, TRIPLEX, FOURPLEX

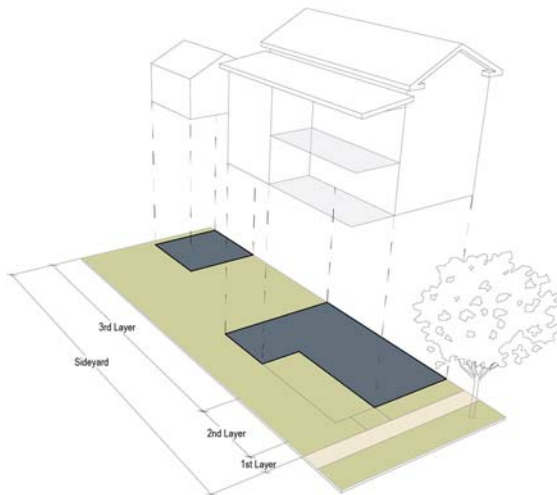
(b) SIDEYARD

The placement of a Building within the boundaries of its Lot to create a private Sideyard, with a Setback to one side. A shallow Front Setback defines a more urban condition. If the adjacent Building is similar with a blank side wall, the yard can be quite private. This type permits systematic climatic orientation response to the sun or the breeze. If a Sideyard House abuts a neighboring Sideyard House, the type is known as a twin or double House.

Variants: Sideyard House



GENERAL PLACEMENT

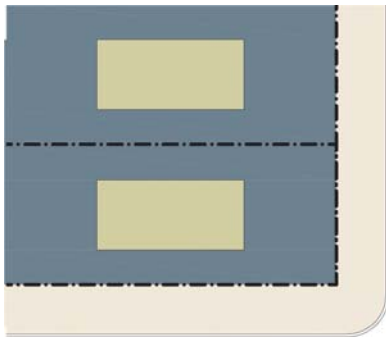


SIDEYARD

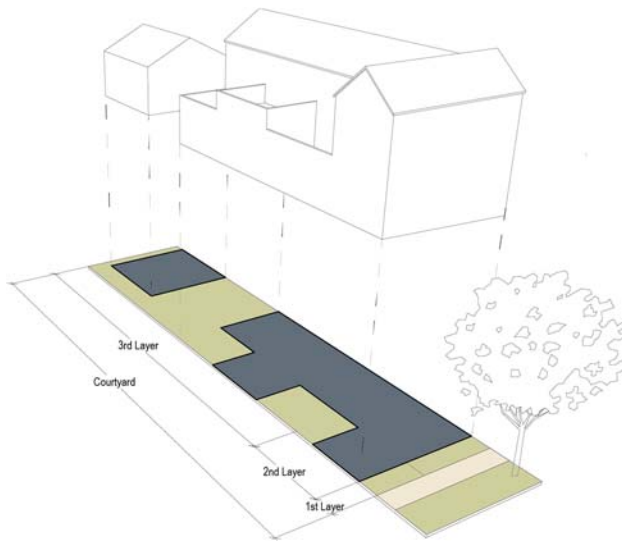
(c) COURTYARD

A Building placed within the boundaries of its Lot to create a private Courtyard, while internally defining one or more private patios. Common walls shared with adjacent buildings create a continuous Facade along the Frontage Line that steadily defines the public Thoroughfare in front of the Building. This is the most urban of types, as it is able to shield the Private Realm from all sides.

Variants: Courtyard House, Courtyard Apartment Building



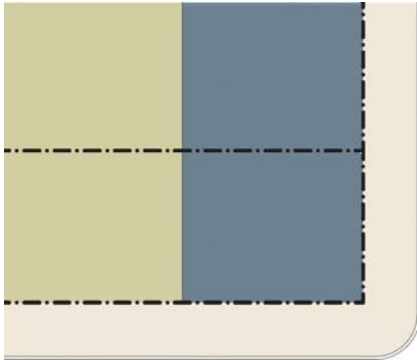
GENERAL PLACEMENT



COURTHOUSE

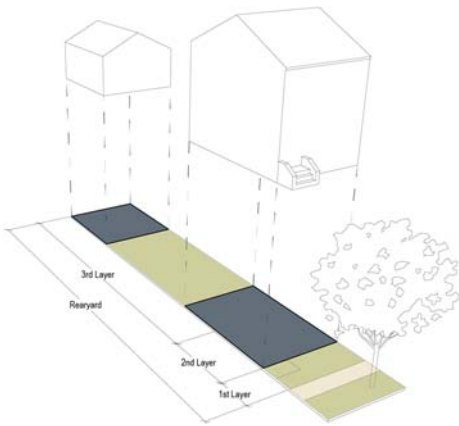
(d) REARYARD

The placement of a Building within the boundaries of its Lot to create a Rearyard, leaving the rear of the Lot as private space or available for dedicated parking in its Commercial form. Common walls shared with adjacent buildings create a continuous Facade along the Frontage Line that steadily defines the public Thoroughfare in front of the Building. Rear elevations may be articulated for functional purposes.

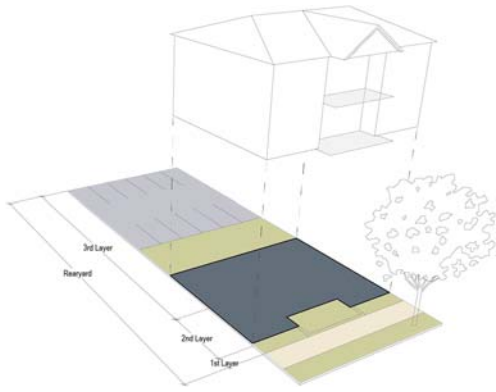


GENERAL PLACEMENT

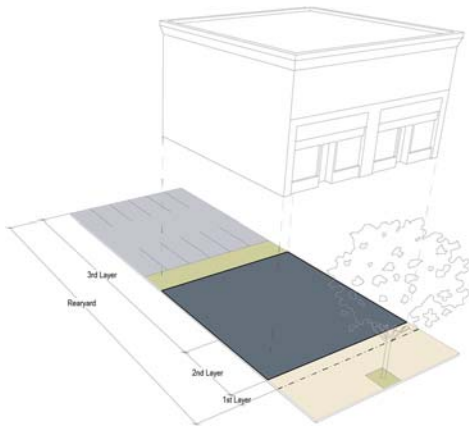
Variants: Rowhouse, Apartment Building (5+ Units), Commercial Building, Live-Work Building, Mixed-Use Building,



ROWHOUSE



APARTMENT BUILDING



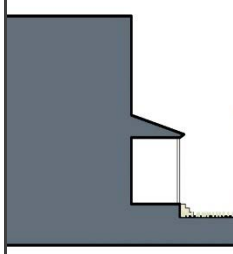
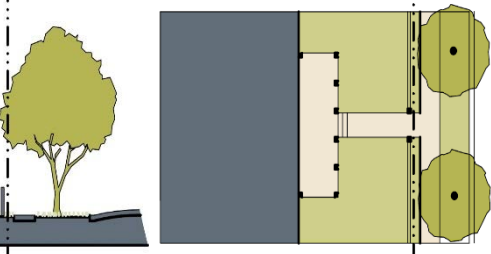
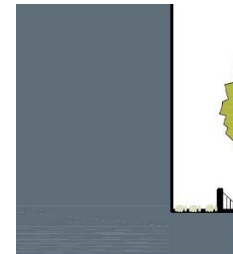

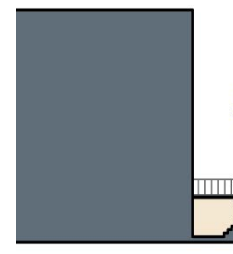
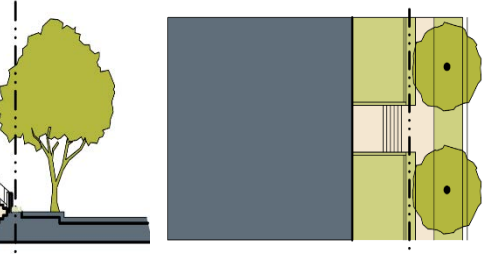
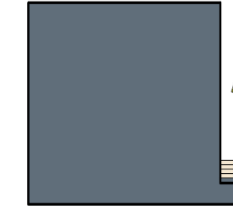

COMMERCIAL BUILDING


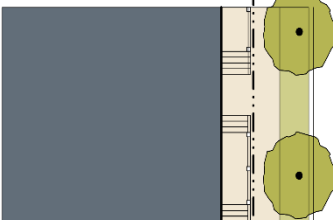




SEC 2.5.001 PERMITTED BUILDING TYPES PER DEVELOPMENT TYPE

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
A: REARYARD	leave blank for warrant		
COMMERCIAL BUILDING	NP	NP	P
APARTMENT BUILDING	NP	NP	P
ROWHOUSE	NP	NP	P
B: SIDEYARD			
SIDEYARD	NP	NP	P
C: COURTYARD			
COURTYARD HOUSE	NP	P	P
COURTYARD APARTMENT BUILDING	NP	NP	P
D: EDGEYARD			
RANCH HOUSE, VILLA	NP	P	NP
HOUSE	NP	P	P
DUPLEX	NP	P	P
TRIPLEX, FOURPLEX	NP	NP	P

BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED

SEC 2.5.002 PERMITTED ENCROACHMENTS PER DEVELOPMENT TYPE

	Private Realm	Public Realm	SF	CORE	DESCRIPTION
PORCH			P	P	A roof covered raised platform
DOORYARD			NP	P	An elevated front yard extending to the Frontage Line, buffering it from Pedestrian activity of the Sidewalk.
TERRACE			NP	P	An elevated, paved patio or veranda at the entrance to a Building. This type is suitable for first floor Commercial Uses as an outdoor seating area.
STOOP			NP	P	An exterior stair and landing leading to an elevated first Story of a Building.

	Private Realm	Public Realm	SF	CORE	DESCRIPTION
LIGHTWELL			NP	P	An exterior stair and landing leading to a below grade Story of a Building.
GALLERY			NP	P	An attached cantilevered shed or lightweight colonnade extending from a Building Facade to overlap the sidewalk.
ARCADE			NP	P	Colonnade supported upper stories of a Building projecting over the Sidewalk, where the Facade of the first Story remains or behind the Frontage Line.

P=PERMITTED NP=NOT PERMITTED

SEC 2.5.003 BUILDING STANDARDS PER DEVELOPMENT TYPE

Leave blank for
Warrant

LOT OCCUPATION - SEC. 2.3.009			
DEVELOPMENT TYPE	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
LOT COVERAGE	N/A	70% max	70% max
BUILDING FRONTAGE AT BUILD-TO-LINE	N/A	40% min	60% min
BUILD-TO-LINE	N/A	10/15 - 25 FT	5 ft - 20 ft

BUILDING HEIGHT IN STORIES - SEC. 2.5.003			
	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
PRINCIPAL BUILDING	N/A	2 max	3 max
ACCESSORY DWELLING UNIT	N/A NP	2 max	2 max

FIRST LAYER ENCROACHMENTS - SEC. 2.5.002			
	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
OPEN PORCH	N/A NP	50%	80% max
BALCONY AND/OR BAY WINDOW	N/A NP	50%	50% max
STOOP, LIGHTWELL, TERRACE OR DOORYARD	NP	NP	P

BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED

R.O.W. ENCROACHMENTS - SEC. 2.5.002			
	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
AWNING, GALLERY, OR ARCADE		NP	To within 2 ft of the curb*

*WITH LICENSE TO ENCROACH INTO THE RIGHT OF WAY

**PARKING LOCATION -
SEC. 2.3.007**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
SECOND LAYER	P*	P	P*
THIRD LAYER	P*	P	P

BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED

***SUBJECT TO SCREENING REQUIREMENTS**

CHAPTER 3: VIRIDIAN PUBLIC REALM DEVELOPMENT STANDARDS

SECTION 3.1 STREETS & PUBLIC REALM

SEC. 3.1.001 GENERAL

- (a) Development located within the Viridian Development shall be subject to the requirements of this Section.
- (b) Street Arrangement: The Viridian Transportation Plan establish the foundation for the Mandatory Street Network. All Streets shall be continuous or in alignment with existing Streets unless variations are deemed advisable due to topography and requirements of traffic circulation.
- (c) Street Design: To assure adequate and proper Streets, a soils evaluation report by a licensed Engineer shall be required. This report shall be submitted with the plans and specifications for Street improvements. Generally, all Streets shall be surfaced with one of the surfaces indicated below with Curb and gutter as set forth in and built according to the current City of Bastrop Construction Standards Manual and Details.
- (d) Street Widths: Avenue Roads shall have a minimum dedicated right-of way of 80 feet and a minimum paving width Curb to Curb of 36 feet. Connector Streets used to primarily serve neighborhoods shall have a minimum dedicated right-of-way of 60 feet and a minimum (paving) width Curb to Curb of 32 feet. Neighborhood and Local Streets shall have a minimum dedicated right-of-way of 55.5 feet with a minimum paving width Curb to Curb of 28 feet.
- (e) Intersections:
 - (1) All Streets, major, neighborhood connector must intersect at an angle no less than 80 degrees or greater than 100 degrees. Unless existing Site constraints will not allow for this alignment.
 - (2) Curbs at acute angle intersections, shall have 25 foot radii at acute corners.
 - (3) Each new Street intersection with, or extending to meet, an existing Street, shall be tied to the existing Street on center line.
 - (4) Minimum Curb radius at intersections:
 - A. Avenue Roadway - 20 foot
 - B. Local Connector - 15 foot
 - C. Neighborhood Street - 10 foot

(f) Cul-De-Sacs:

- (1) Dead-end Streets must be avoided unless approved due to geographically sensitive areas, topography, railroad tracts, or another physical barrier.
- (2) Dead-end Streets may be platted where the land being divided adjoins property not being divided, in which case the Streets shall be carried to the boundaries thereof. Streets designed to be permanently dead-end shall not be longer than 500 feet and shall be provided at the closed end with a paved cul-de-sac at least 80 feet in diameter.
- (3) Temporary turnarounds are to be used at the end of a Street more than 300 feet long that will be extended in the future.

(g) Street Names: New Streets shall be named to provide continuity of name with existing Streets and to prevent conflict with identical or similar names in other parts of the City, as determined by the 911 coordinator for the City and/or County.

(h) Private Streets: To prevent future conflicts regarding Street maintenance, private Streets are prohibited, except where justified by special considerations. Private Streets may be permitted by approval of the City Council after evaluation of such considerations.

(i) Street Signs: Street Signs are required at all intersections. Signs will meet current City Sign Standards or match the existing Street Signs of the adjacent joining Streets.

(j) Alleys:

- (1) Pavement Type: Alleys shall be paved with reinforced concrete conforming to Street paving requirements.
 - A. Alternative Construction methods may be approved by the Director of Engineering.
- (2) Width: A minimum paved width of 16 feet and a minimum right-of-way of 20 feet shall be required for all alleys.
- (3) Drainage: Adequate Drainage shall be provided with paved sections or by swales to drain all lots to Streets without Drainage easements through lots where possible. The depth of Swale shall be as required for Drainage with a minimum longitudinal slope of 1/2 of 1.5% percent toward a Street or Drainage easement.
- (4) Streets and Alleys shall be designed by a register engineer meeting the specifications of this manual and the City of Bastrop Construction Standards Manual.

(k) If there are deviations from the Viridian Development Master Transportation Plan and the City of Bastrop Major Thoroughfare Map, the Director of Planning & Development may require a Traffic Impact Analysis revision to be administratively reviewed and approved.

There is no TIA being reviewed by the City only for TXDOT for highways. A TIA for the MTP would focus on local streets, so it would be a new TIA.

SECTION 3.2 NEW STREETS

SEC. 3.2.001 STREET RIGHT-OF-WAY WIDTH

- (a) Street right-of-way width for Thoroughfare Master Plan Streets must be dedicated as specified in the Viridian Development Master Transportation Plan.
- (b) Alignments may be adjusted and approved administratively by the Director of Planning & Development if significant topographical or environmental constraints are found.
- (c) Sufficient right-of-way must be dedicated to the City/County for Streets and sidewalks, in accordance with the Master Transportation Plan. Typical Street right-of way widths are illustrated in this Section.
- (d) Additional right-of- way beyond that shown in the applicable Street typical cross-section will be provided to accommodate turn lanes when warranted.

SEC. 3.2.002 MEASUREMENT OF STREETS & PUBLIC REALM

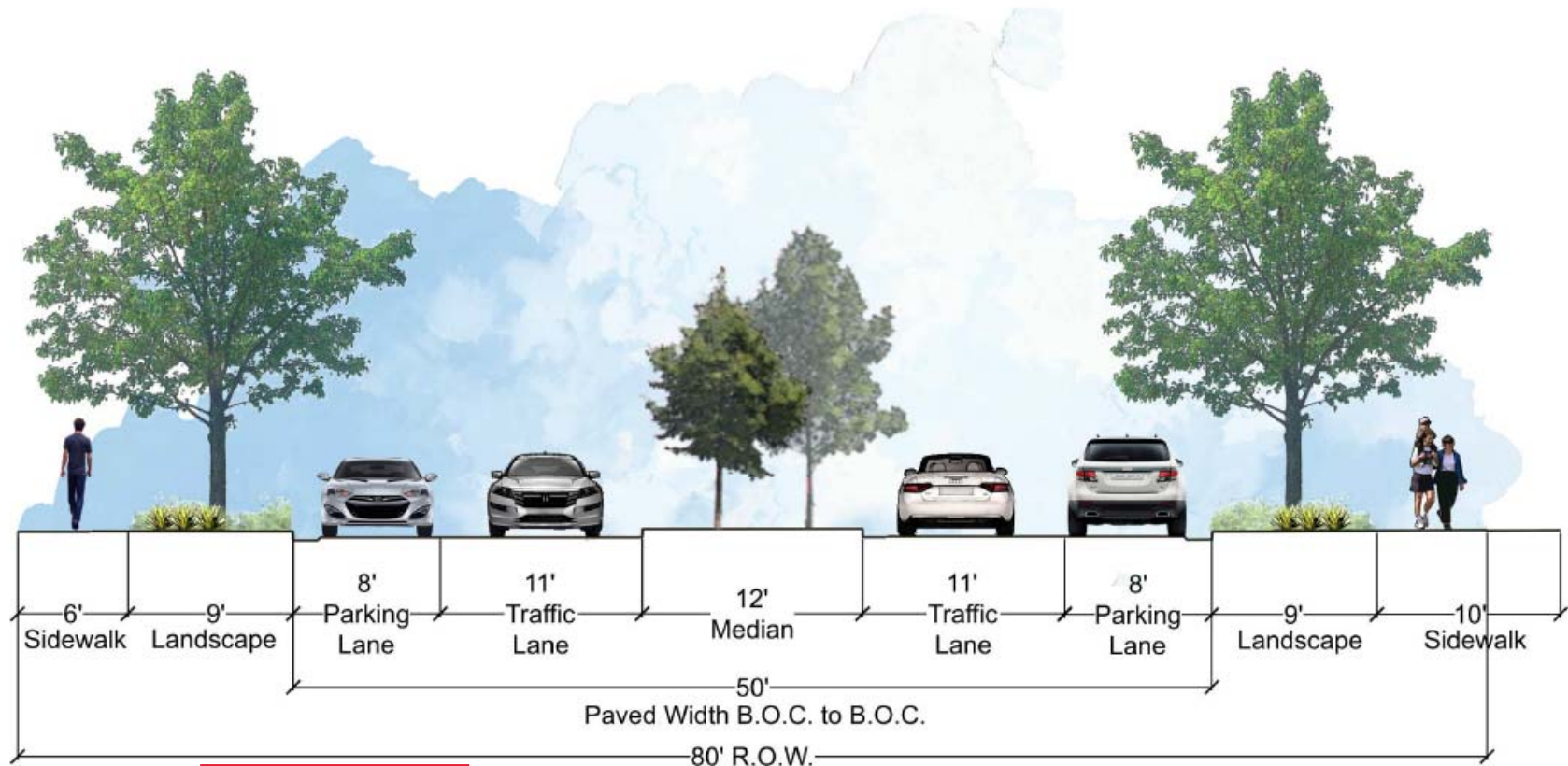
- (a) Face of Curb. All measurements of parking spaces and lane widths are taken from the Face of Curb and are inclusive of the gutter.
- (b) Pavement Markings. All measurements of parking spaces and lane widths are made to the center of pavement markings.

SECTION 3.3 STREET TYPES

Streets Types have been provided which correspond back to the built environment they serve.

(a) The Street Types are separated into three categories:

- (1) Primary Multimodal Street: Avenue (80' R.O.W.) - provide a higher degree of mobility than most of the grid network by serving travel between major destinations or activity centers, as well as providing local cross-City route alternatives to the major highway routes. These streets should be designed as walkable, low to moderate speed thoroughfares that carry both through and local traffic pedestrian, and bicyclists, these will be considered in compliance with this Section by following the requirements established in Section 3.3.001
- (2) Connector (60' R.O.W.) - provide a higher degree of direct access to abutting property. These Streets should be designed as walkable, low- speed Streets, that connect different Development Types and neighborhoods together, these will be considered in compliance with this Section by following the requirements established in Section 3.3.002
- (3) Neighborhood Street A (55.5' R.O.W.) – provide a higher degree of direct access to abutting property. These Streets should be designed as walkable, low-speed Streets, these will be considered in compliance with this Section by following the requirements in Section 3.3.003

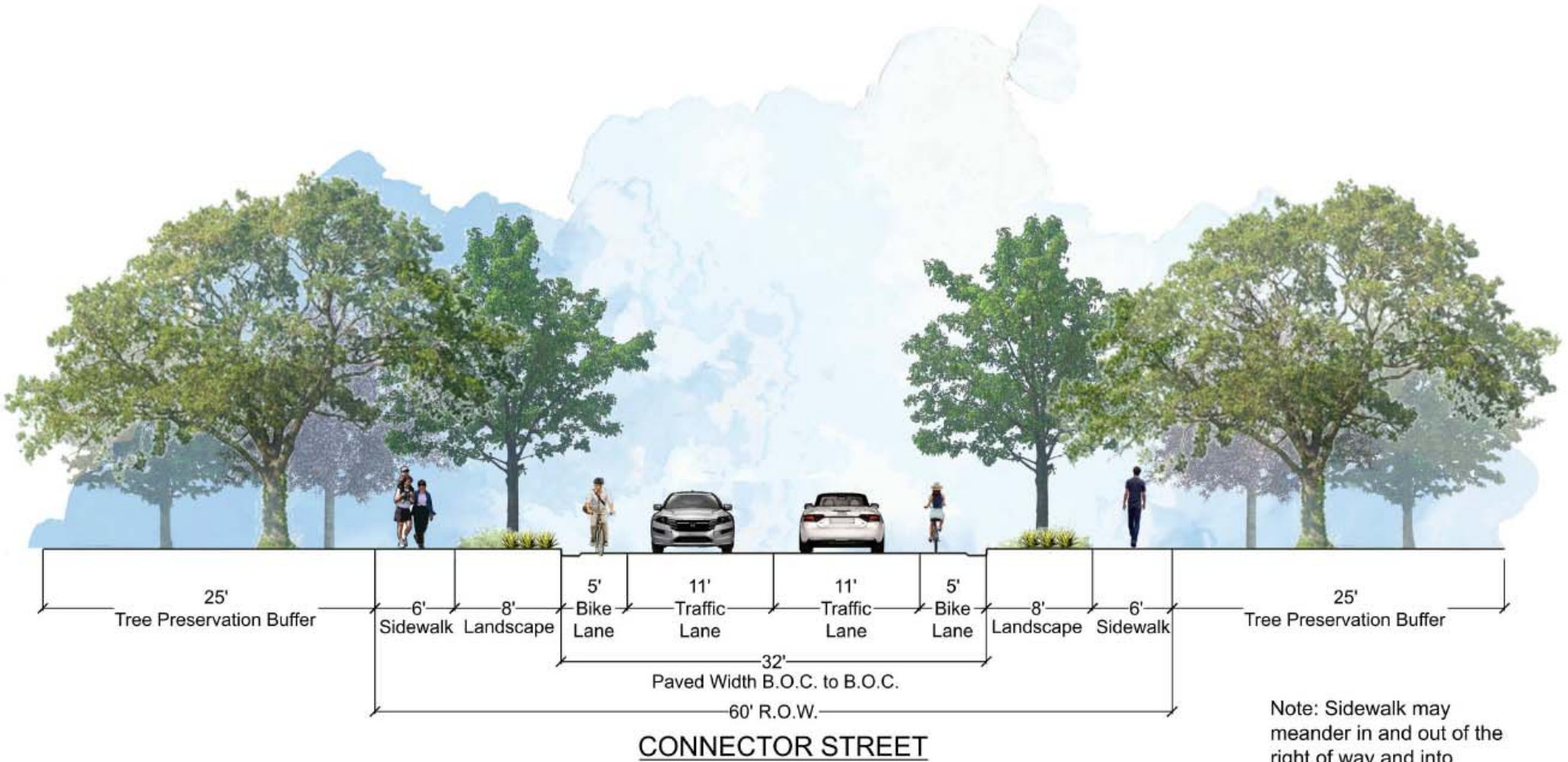


This exceeds 80'. Would there be some width changes on other elements, or an access easement for th 4'?

AVENUE STREET

Note: Need street lights at all intersections and significant bends, and shall not exceed 175' of spacing.

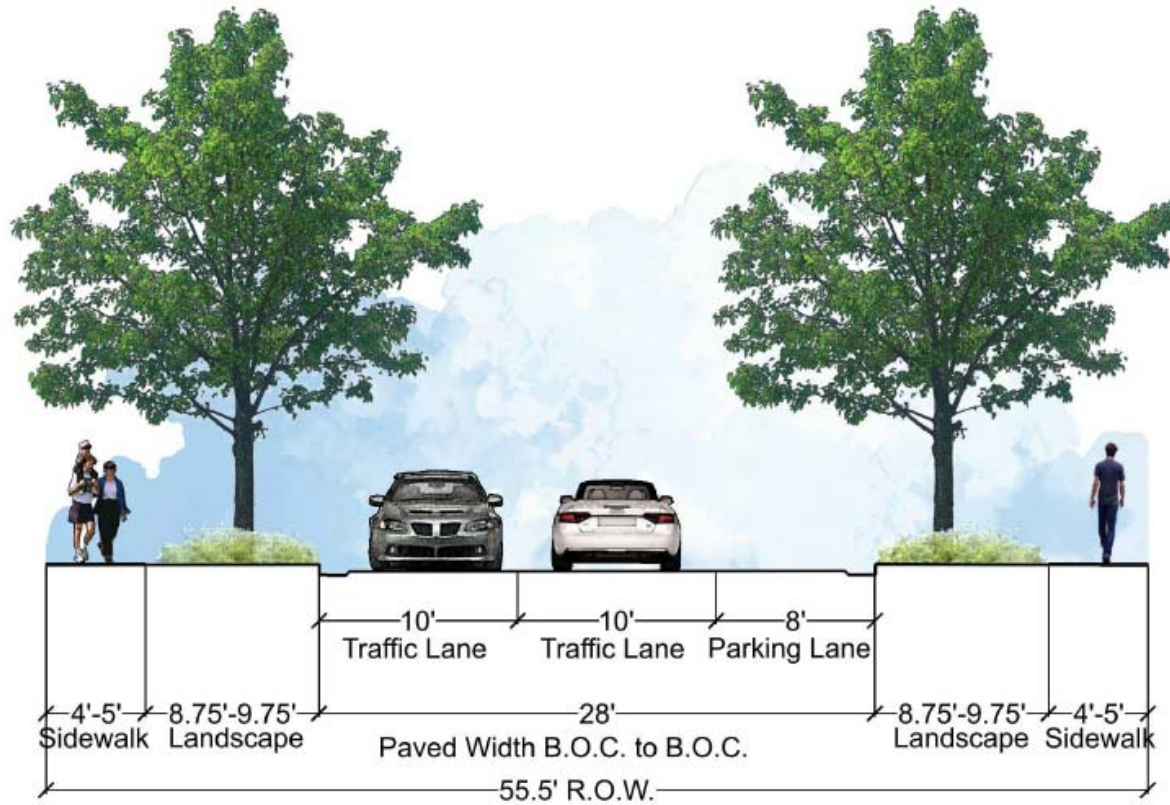
Note: 10' sidewalk provided on one side of avenue. Sidewalks may meander in and out of the right of way and into adjacent landscape lot.



Note: Sidewalk may meander in and out of the right of way and into adjacent landscape lot.

Note: Need street lights at all intersections and significant bends, and shall not exceed 175' of spacing.

SEC. 3.3.003 NEIGHBORHOOD STREET "A"



*4' SIDEWALK IF HOUSING PRODUCT IS FRONT LOADED.
 *5' SIDEWALK IF HOUSING PRODUCT IS ALLEY LOADED.

NEIGHBORHOOD STREET

Note: Need street lights at all intersections and significant bends, and shall not exceed 175' of spacing.

SEC. 3.3.004 ALLEY SECTION



SEC Planning, LLC

Land Planning + Landscape Architecture + Community Branding

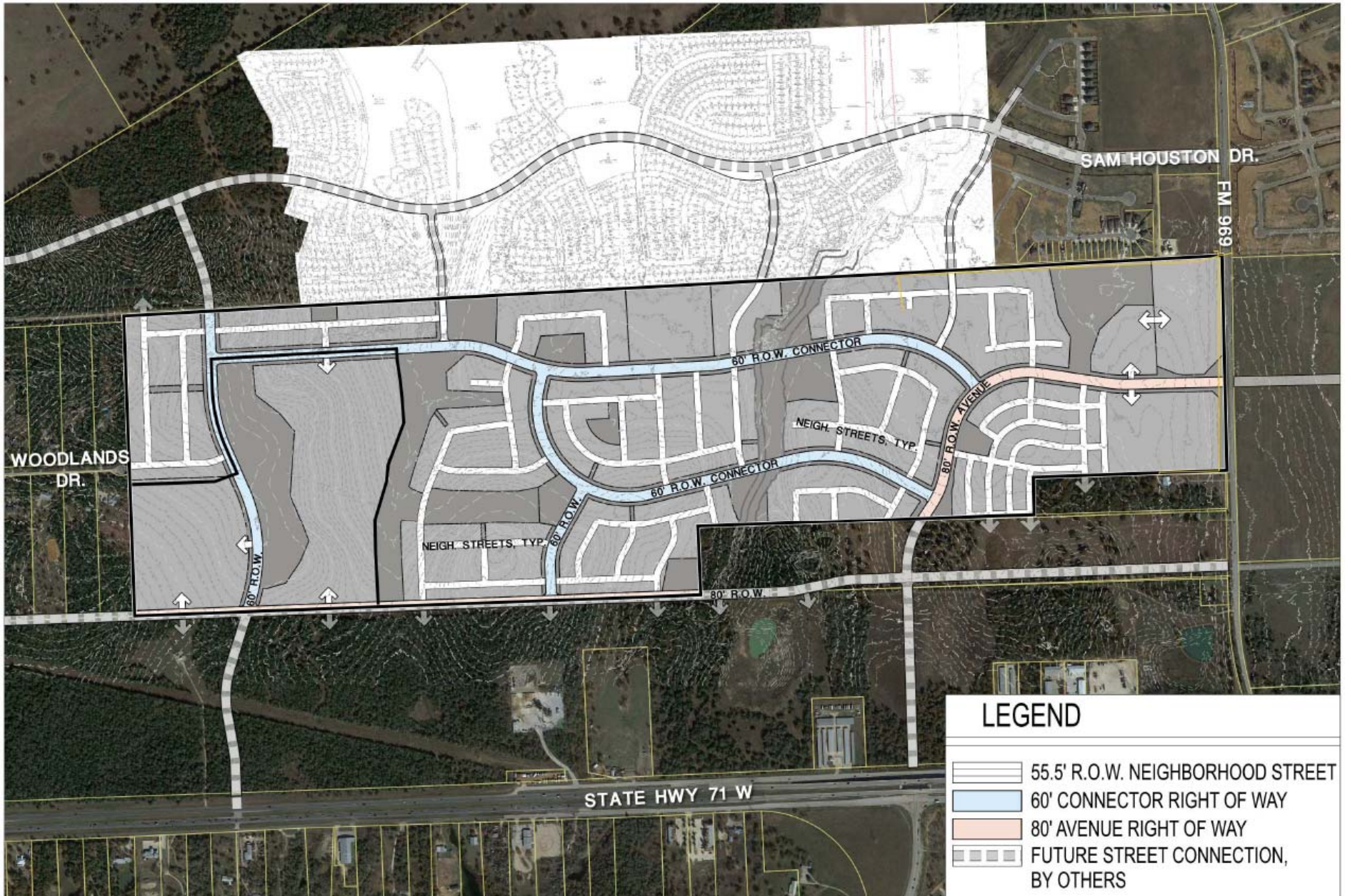
AUSTIN, TEXAS
512.285.7865
www.secplanning.com • info@secplanning.com

D.R. HORTON
BASTROP, TEXAS

Date: February 23, 2021

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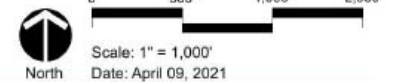
Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.



NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS



VIRIDIAN
CONCEPTUAL ROADWAY EXHIBIT
D.R. HORTON
BASTROP, TEXAS



SHEET FILE: V:\200203-HORTON\GIS\PLANNING\Submittals\DA Development Exhibit\Conceptual Roadway Exhibit.dwg
Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

SEC. 3.3.006 COMPLIANCE WITH THE VIRIDIAN MASTER TRANSPORTATION PLAN

- (a) Intent : The pattern of Streets on the Viridian Master Thoroughfare Plan is intended to create a connected Street network that provides a variety of routes for Pedestrian, Bicycle and vehicular traffic, while respecting the conditions of the natural environment.
- (b) the location of internal Streets may vary from their locations on the Viridian Master Transportation Plan, subject to the following conditions:
 - (1) The proposed arrangement meets the intent of the Viridian Master Transportation Plan.
 - (2) Overall connectivity to adjacent tracts shall not be decreased.
 - (3) Approved Administratively by the Director of Planning and Development.

SEC. 3.3.007 PUBLIC FRONTAGE STANDARDS

- (a) Street Types may be configured a variety of patterns and layouts along different Street Types. Street designs and must include:
 - 1. The type of Drainage located adjacent to the vehicle lane;
 - 2. The Furnishing Zone area provided to accommodate Street Trees, Public Infrastructure, and Public Furniture; and,
- (b) The Public Frontage of Streets shall be designed as specified in this document and constructed in accordance with the B3 Technical Manual.
- (c) The paving design of the Walkway shall be continuous for the extent of each Block Face.
- (d) Sidewalks are required on all Primary Multimodal Streets, Neighborhood Streets and Local Connector Streets. The width and location of sidewalks shall be in accordance with the appropriate Street cross-section as defined in this document. The area between Curb and Sidewalk shall be excavated or filled to provide a uniform grade to match with the longitudinal Street grade. The ground elevation at the right-of-way line shall be not more than 2 feet nor less than 3 inches above the elevation of the top of the adjacent Curb. All sidewalks shall be of a continuing common surface, not interrupted by steps or abrupt changes in level. Wherever sidewalks end, at cross Streets or parking areas, they shall bend to a common level by constructing handicapped ramps in compliance with Americans with Disabilities Act (ADA) dimensions and Standards. All the broom-swept smooth and uniform to provide a non-slip surface. Construction details shall be in accordance with the City's standard specifications and B3 Technical Manual.

- (e) Street Lights shall be provided at all intersections, significant bends and shall not exceed 175 ft in spacing.

SEC 3.3.008 TRAFFIC & MITIGATION

- (a) The purpose of this section is to ensure Development within the Viridian Development is supported by an adequate roadway network to accommodate the continuing growth and Development of the City and its jurisdictional area. Acquisition of new rights-of-way for off-site, abutting, and internal Streets to support new Development is necessary and desirable. The City requires that:
 - (1) Development impacts are mitigated through contributions of Street rights-of-way and/or improvements to existing and new roadways; and
 - (2) New developments contribute their roughly proportionate share of the costs of needed transportation improvements; and
 - (3) Adequate infrastructure for new Development is adequately evaluated and addressed.
- (b) There must be a rough proportionality between the traffic impacts created by a new Development and requirements placed on the property owner or Applicant for new Development to dedicate and improve off-site, abutting, and internal Street rights-of-way to City Standards. The City will evaluate the Project and determine what dedications, if any, are required to address both the nature and extent of the impact that results from the proposed Development. The City desires to assure that Development impacts are mitigated through contributions of Street rights-of-way and transportation system improvements, and those new developments contribute their share of the costs of transportation improvements. It is the City's intent to institute a procedure to assure mandatory dedications of Street rights-of-way and Street Construction requirements are proportional to the transportation demands created by a new Development.
- (c) If the traffic impact will affect a state-controlled highway then the Applicant must coordinate the necessary improvements with the Texas Department of Transportation (TxDOT). Prior to the Final Plat being submitted the Applicant must have obtained an agreement on the necessary road improvements and submit an agreement between the City of Bastrop and the Applicant to meet the requirements established by TxDOT. This will require the Applicant to coordinate with TxDOT and request TxDOT to submit the necessary contract documents between TxDOT and the City of Bastrop to use as a basis for the transportation agreement between the City of Bastrop and the Applicant. A Final Plat cannot be recorded until the agreement has been finalized and the necessary funds (or, alternatively, approved fiscal assurance instruments) are deposited with the City of Bastrop or TxDOT.

SEC. 3.3.009 ALLEY CONSTRUCTION

(a) Intent

Alleys will serve the development to distribute services and vehicles to the rear of the lots. Limiting the interruptions into the Public Realm adds to Walkability.

(b) Alleys surface types will be as follows:

- (1) Width: A minimum width of 16 feet and a minimum right-of-way of 20 feet shall be required for all Alleys.
- (2) Drainage: Adequate Drainage shall be provided with paved sections or by swales to drain all lots to Streets without Drainage easements through lots, where possible. The depth of Swale shall be as required for Drainage with a minimum longitudinal slope of 0.5% toward a Street or Drainage easement.

SECTION 3.4 ALLOCATION & STRUCTURE OF BLOCKS

SEC. 3.4.001 BLOCKS

- (a) The Viridian Master Transportation Plan provides the basic framework for the Block configurations. The internal Street Network shall be structured to define blocks with the following maximum Block lengths and Block Perimeters (not including exterior R.O.W. dedication):

Open Space – **Unrestricted**

Single Family - 720 ft max / 1,440 ft. perimeter for double loaded block / 1,320 ft for single loaded block

Core - 720 ft max / 1,440 ft. perimeter for double loaded block / 1,320 ft for single loaded block

- (b) Block Faces, within Single Family and Core Place Types, exceeding 720 feet shall be equipped with a 20' Pedestrian way, **dedicated to the HOA.**

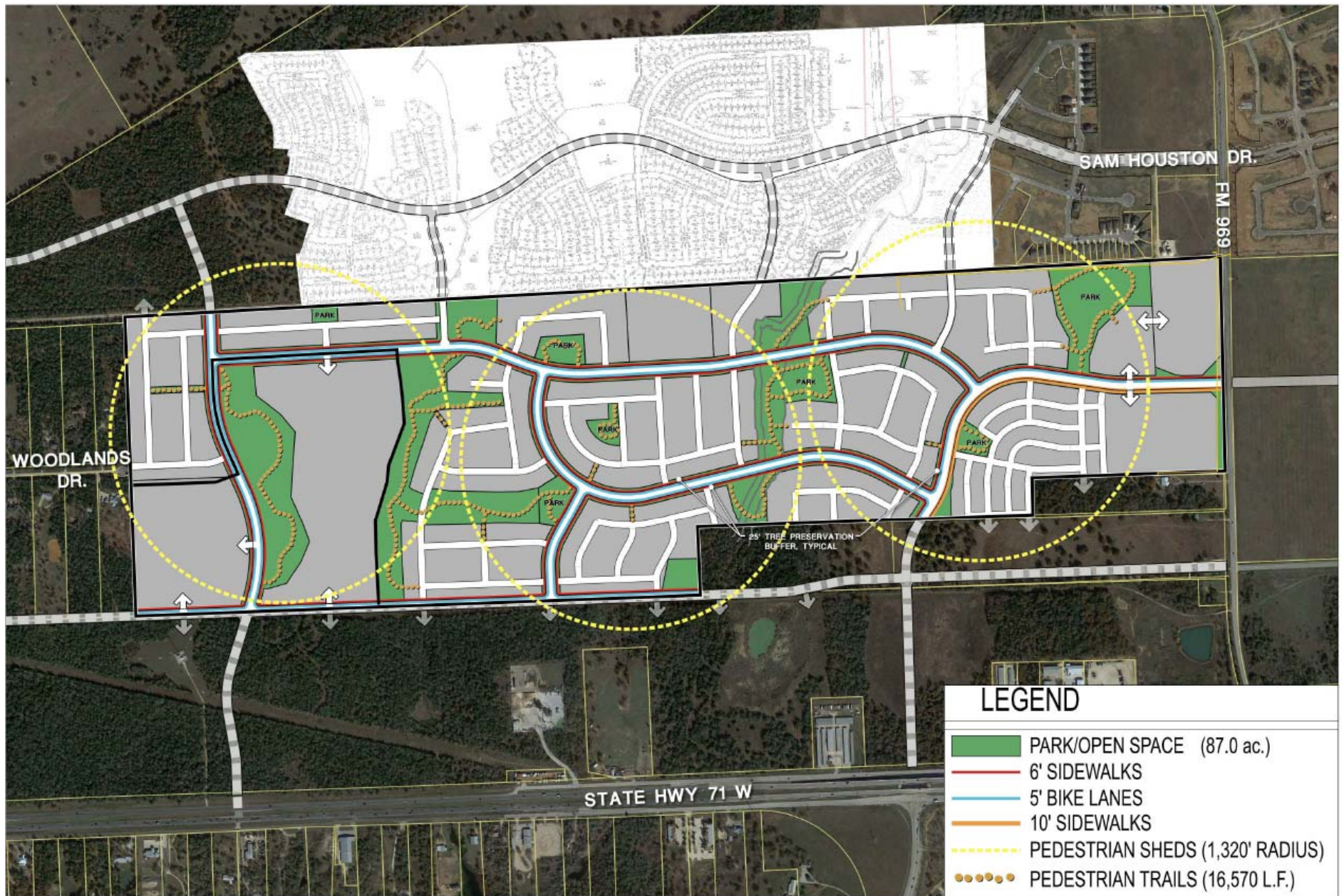
- (c) Blocks adjacent to undeveloped land, areas unsuitable for development, or incomplete blocks may be exempt from Block Face length requirements by Warrant. Conflict with development table on page 2 re-existing requirements

- (d) Blocks with more than one Development Type designation shall use the most intense designation to inform the Block Face length and Block Perimeter.

- (e) Creative and alternative Block configurations can be selected in the Pattern Book.

SECTION 3.5 PARK REQUIREMENT CRITERIA

SEC 3.5.001 PARKS AND OPEN SPACE



NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS

SEC Planning, LLC
 Land Planning + Landscape Architecture + Community Branding
 AUSTIN, TEXAS
 (512) 282-7888
 www.secplanning.com • info@secplanning.com

VIRIDIAN
 PARKS AND OPEN SPACE EXHIBIT
D.R. HORTON
 BASTROP, TEXAS

LEGEND

- PARK/OPEN SPACE (87.0 ac.)
- 6' SIDEWALKS
- 5' BIKE LANES
- 10' SIDEWALKS
- PEDESTRIAN SHEDS (1,320' RADIUS)
- PEDESTRIAN TRAILS (16,570 L.F.)

North
 Scale: 1" = 1,000'
 Date: April 12, 2021

SHEET FILE: V:\202002\HORTON\PLANNING\Submittals\DA_Developers\Exhibit\Parks & Open Space Exhibit.dwg
 Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

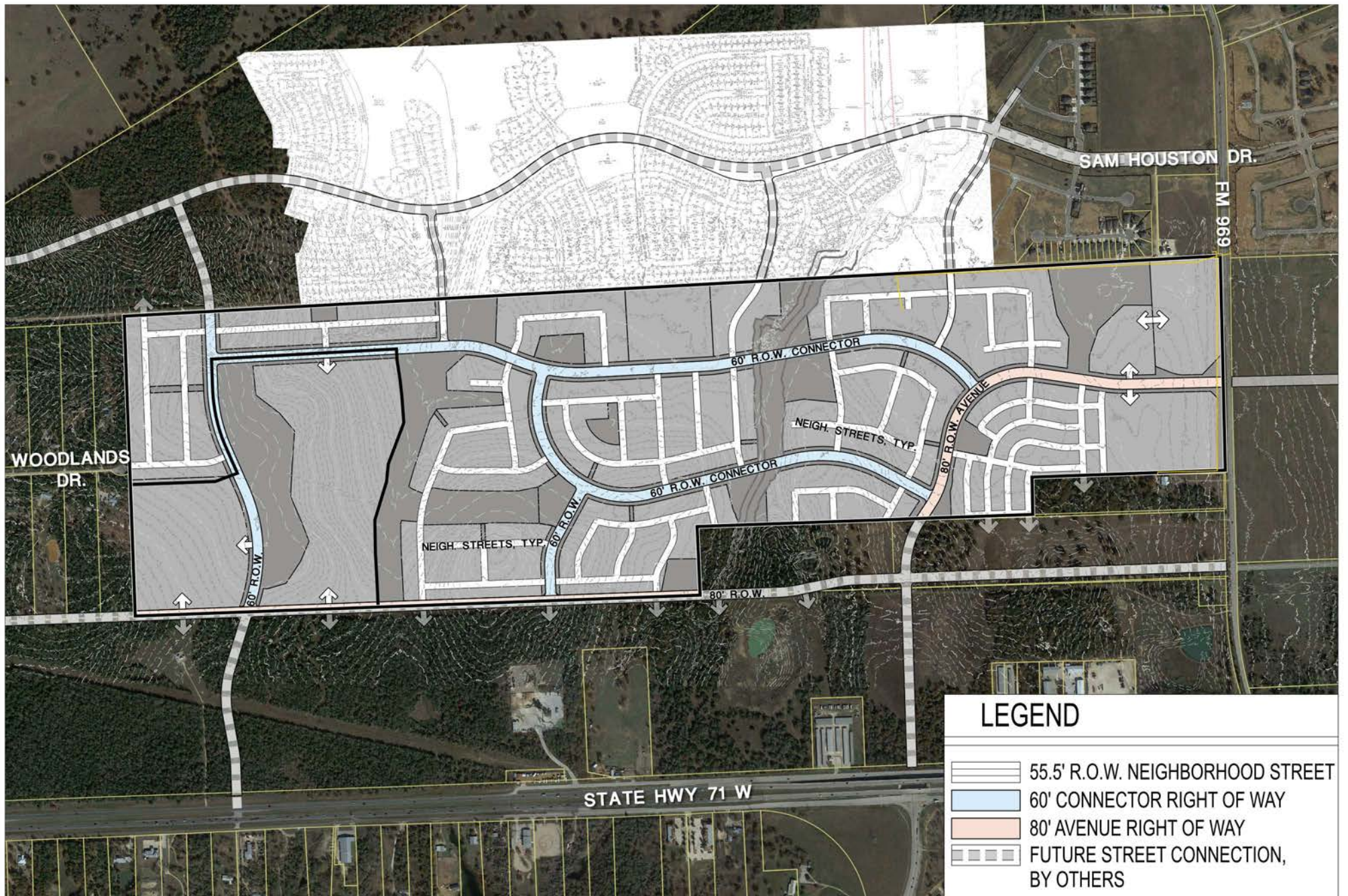
SECTION 3.6 WATER & WASTEWATER

- (a) **Water Lines:** The Applicant shall provide all water lines necessary to properly serve each Lot of the Development and ensure that existing and/or new water facilities can supply the required demand for domestic use and for fire protection at the desired pressure. The Applicant shall bear all costs for extending water service from existing City water lines to the Development. All water lines and service connections shall meet the current City of Bastrop Construction Standards. The Applicant shall submit a certificate to the DRC certifying that the system has been designed in accordance with the current requirements of the state regulatory agency and the City of Bastrop.
- (b) **Fire Hydrants:** Fire hydrants will be provided at a maximum spacing of 500 feet in Residential areas and 300 feet in Commercial or industrial areas. All hydrants shall be standard three-way post-type dry barrel hydrants complying to AWWA Standards with 6 inch or larger connections to mains. Fire hydrants shall be in accordance with current City of Bastrop Construction Standards.
- (c) **Wastewater Lines:** The Applicant shall provide all sewer lines necessary to properly serve each Lot of the Development and ensure that existing lines and facilities can adequately serve the proposed Development. The Applicant shall bear all costs for extending existing City sewer lines and facilities to service the proposed Development. All sewer lines and service connections shall meet the current City of Bastrop Construction Standards. Connection to the City's wastewater collection system shall only be permitted if the recipient of City sewer service is also a recipient of City of Bastrop water service at the location being connected.
- (d) Septic systems will not be permitted within a standard division of land. Septics systems must comply with the City Utility Standards, permits, and process if approved by City Council.
- (e) See the B3 Technical Manual for additional Standards.

SECTION 3.7 EASEMENTS

- (a) The Applicant platting property shall dedicate easements as follows:
 - (1) All easements created prior to the subdividing of any tract of land must be shown on the preliminary Plat. The Applicant shall Plat lots and dedicate easements for utilities and Drainage ways in the following manner:
 - A. Easements for utilities, Drainage ways, or Transmission Lines shall be retained on front, side, and/or rear Lot lines as required by the City and utility companies. Easements across parts of a Lot other than as described above shall be required as deemed necessary and most appropriate by the City. The DRC shall require access for ease of maintenance of all easements.
 - (2) Off-site Easements:
 - A. Easements in areas adjoining a proposed Development necessary to provide adequate Drainage thereof or to serve such Development with utilities shall be obtained by the Applicant prior to Final Plat approval.
 - (3) Privately-owned Easements.
 - (4) See the B3 Technical Manual for Standards for Easements.

Exhibit G
ROADWAY PLAN


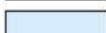
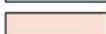



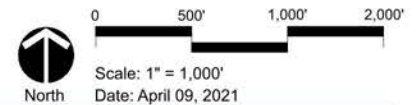
NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS

VIRIDIAN
CONCEPTUAL ROADWAY EXHIBIT

D.R. HORTON
BASTROP, TEXAS

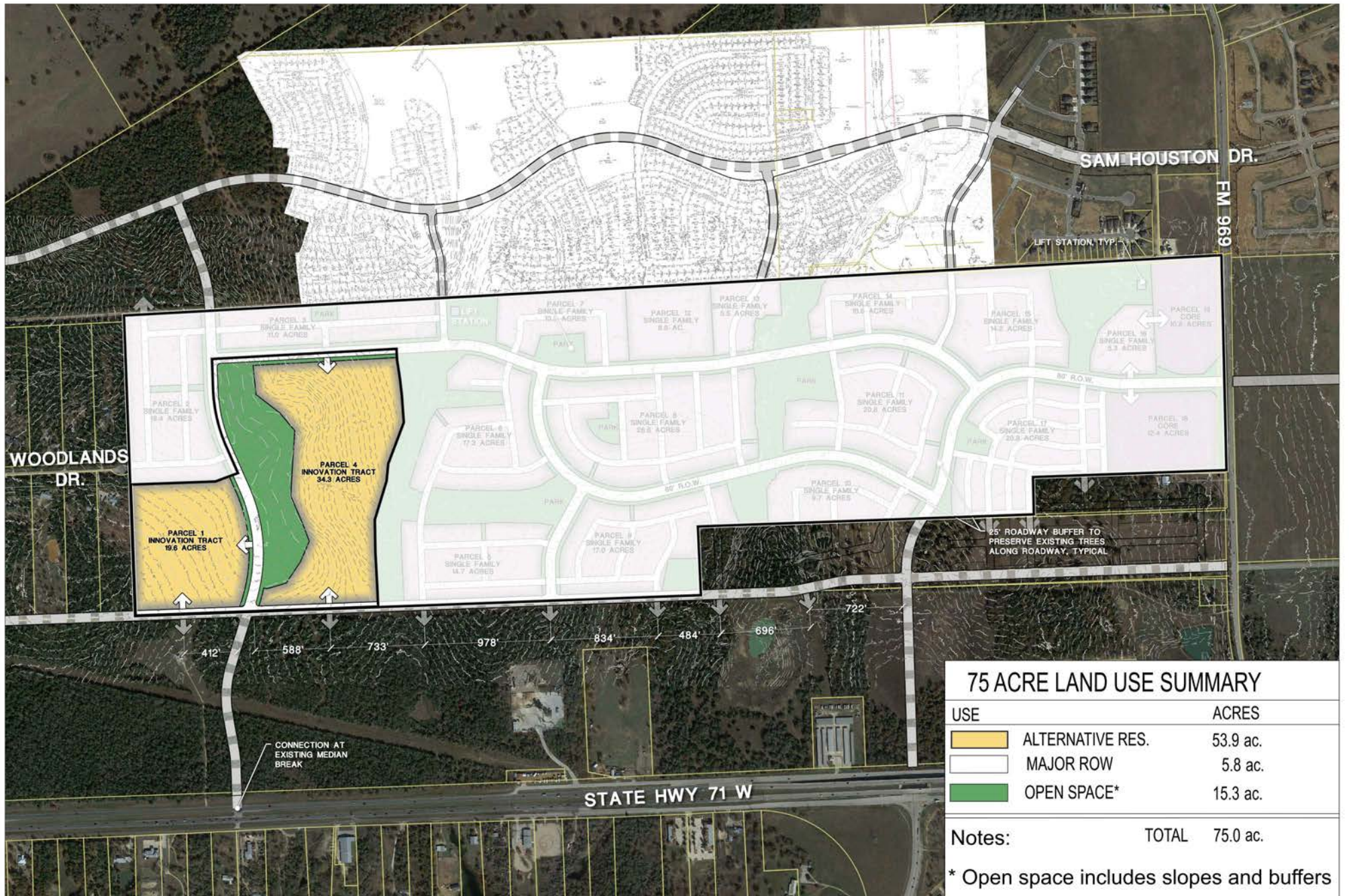
LEGEND

-  55.5' R.O.W. NEIGHBORHOOD STREET
-  60' CONNECTOR RIGHT OF WAY
-  80' AVENUE RIGHT OF WAY
-  FUTURE STREET CONNECTION, BY OTHERS






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Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

Exhibit H
NEU INNOVATION TRACT



75 ACRE LAND USE SUMMARY

USE	ACRES
 ALTERNATIVE RES.	53.9 ac.
 MAJOR ROW	5.8 ac.
 OPEN SPACE*	15.3 ac.

Notes: TOTAL 75.0 ac.

* Open space includes slopes and buffers

NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS

Exhibit I
PID TERM SHEET



**DEVELOPER’S PROPOSED TERMS
CITY OF BASTROP, TEXAS
VIRIDIAN PUBLIC IMPROVEMENT DISTRICT
4/13/2021**

The following limitations and performance standards will apply to the proposed Viridian Public Improvement District (the “PID”) as proposed by D.R. Horton (“the Developer”) to the City of Bastrop, TX (“the City”) in connection with the development of approximately 1,372 lots as the Viridian master planned community (“the Project”):

PUBLIC IMPROVEMENT DISTRICT

FINANCING CRITERIA

- | | |
|--|--------------|
| 1. Maximum Authorized Improvements to be funded by PID bonds (“PID Bonds”) to be issued are estimated to be: | \$95,000,000 |
| 2. Maximum total equivalent tax rate including PID annual installment: | \$3.00/\$100 |
| 3. Maximum years of capitalized interest: | 2 |
| 4. Maturity of bonds (to extent allowed by law): | 30 years |
| 5. The aggregate principal amount of bonds required to be issued will not exceed an amount sufficient to fund: (i) the actual costs of the qualified public improvements (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction and in no event for a period greater than 3 years from the date of the initial delivery of the bonds and (iii) any costs of issuance. Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of actual bond issuance. | |

MISCELLANEOUS

1. **No General Obligation or Certificate of Obligation bonds will be utilized by the City to fund the PID.**
 2. **No PID bonds will be issued without the approval by the City of a Service and Assessment Plan (“SAP”) for the PID.**
 3. The PID may seek bond issues as a reimbursement for Authorized Improvements upon completion of the construction of such Authorized Improvements subject to compliance with these standards.
-

4. Special assessments on any given portion of the Project may be adjusted in connection with subsequent PID Bond issues as long as the special assessments are determined in accordance with the SAP. Special assessments on any portion of the Project will bear a direct proportionate relationship to the special benefit of the public improvements to such portion. Scheduled special assessments will not be increased on any lot once conveyed to an end user.
 5. All of the City's reasonable and customary costs with respect to issuance of the PID Bonds and creation of the PID will either be funded by the Developer or paid from PID Bond proceeds. The City and the Developer will agree to a budget for the City's costs, including ongoing PID administrative expenses, in advance of the preparation of bond documents. Ongoing administrative costs of the PID will be paid through the annual installments of the special assessments and will be determined by a competitive bidding process from qualified service providers.
 6. It is agreed that the improvements to be funded by the PID are defined as Authorized Improvements under Texas Local Government Code Section 372.003.
 7. It is agreed that all principal landowners funding Authorized Improvements will provide any required continuing disclosure obligations associated with the issuance of PID Bonds as required under the PID Bond indenture or any other regulatory agreement or regulatory agency.
 8. The appraiser preparing the appraisal required in connection with the PID Bonds will be selected by the City in consultation with the Developer and all reasonable fees will be paid by the Developer.
 9. The underwriter for the PID Bonds will be selected by the City and the Developer.
 10. No additional cash deposit, security or surety, beyond the land and any improvements on the land, will be provided by the Developer, or its assignees, in connection with the PID Bonds unless so required by the Underwriter for the PID Bonds.
 11. PID Bonds will be issued by the City upon request by the Developer and approval by the City Council following: receipt of an appraisal, financial analysis, and other professional services and due diligence reasonably necessary to support the request.
 12. This term sheet will remain in place and in force until such time and date that a final Financing Agreement is executed by the City and the Developer.
 13. It is understood by the Developer that the submittal of this document does not indicate that the City has agreed to the terms outlined herein.
-

EXHIBIT J

MEMORANDUM OF AGREEMENT

THE STATE OF TEXAS §
 §
BASTROP COUNTY §

THIS MEMORANDUM OF AGREEMENT is executed for the purpose of evidencing, of record, the existence of that certain Annexation and Development Agreement dated effective as of _____, 2021 (the “Agreement”), by and among the **City of Bastrop, Texas**, a Texas Home Rule City (the “City”) and **CONTINENTAL HOMES OF TEXAS, L.P.**, a Texas limited partnership (herein referenced as “Horton”). Horton is an owner of that certain real property located in Bastrop County, Texas, as described on **Exhibit “A”** (“Property”). The Agreement provides for, among other things, certain restrictions and commitments imposed and made in connection with the development of the Property. In addition, the Agreement establishes, defines, protects and clarifies, among other things, certain development rights, entitlements, land uses, intensity, and other physical aspects of the Property.

NOTICE TO BUYERS: ANNEXATION OF ALL OR A PORTION OF THE PROPERTY BY THE CITY IS CONTEMPLATED. BY ACCEPTING A DEED TO ALL OR A PORTION OF THE PROPERTY, EACH FUTURE OWNER OF PROPERTY GRANTS ITS CONSENT TO SUCH ANNEXATION.

The rights, obligations and benefits established pursuant to the Agreement shall run with the land comprising the Property and shall be binding upon all future owners of property in the Property. This instrument is executed solely for the purpose of (i) recording notice of the Agreement in the Official Public Records of Bastrop County, Texas, (ii) providing notice to future owners of property in the Property that land uses and development intensities are flexible and may change within the Property without notice, and (iii) providing notice to future owners of any of the Property that annexation of all or a portion of the Property by the City is contemplated and that by accepting a deed to any portion of the Property, they are consenting to such annexation. This instrument does not alter, amend or modify the Agreement. A copy of the Agreement may be obtained from either NEU or the City.

CITY:
CITY OF BASTROP,
a Texas home rule city

By: _____

Printed Name:

Title: _____

Date: _____

OWNER:

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

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

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

THIS MEMORANDUM OF AGREEMENT was acknowledged before me on this _____ day of _____, 2021, by _____, on behalf of CHTEX of Texas, Inc., a Delaware corporation, general partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of entities.

(SEAL) _____
Notary Public, State of Texas



STAFF REPORT

MEETING DATE: May 27, 2021

AGENDA ITEM: 4A

TITLE:

Discussion on Comprehensive Plan Chapter 7 – Parks & Recreation and Chapter 8 – Cultural Arts & Tourism.

STAFF REPRESENTATIVE:

Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director

BACKGROUND/HISTORY:

The 2036 Comprehensive Plan was adopted on November 22, 2016. This document takes a proactive, comprehensive approach to addressing a community's growth and development as we plan for the City over a 30-year time frame. In the Implementation Plan in Chapter 9, it is recommended that the Commission review and update the Short-term Work Program. Every five years, a broader review of the entire plan is recommended. As we approach the five-year mark since adoption, we will begin the process of defining the scope for the review to be completed. This five-year review is not a re-write of the Comprehensive Plan, but an update to reflect completed projects and new focus areas of the City.

For this meeting, please read the Chapter 7 – Parks & Recreation and Chapter 8 – Cultural Arts & Tourism.. Staff recommends specifically reviewing the Goals and Objectives to identify specific goals that have been met or need to be updated. Also, if you have any follow up from the discussion from the March meeting, please bring any additional questions or comments.

REFERENCE DOCUMENTS:

2036 Comprehensive Plan

https://www.cityofbastrop.org/page/plan.comp_plan