

RESOLUTION NO. R-2017-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE SECOND AMENDMENT TO THE CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS BEING 1,516.768 ACRES OUT OF THE JOSE MANUEL BANGS SURVEY, ABSTRACT A5, LOCATED WEST OF F.M. 969 AND EAST OF F.M. 1209, WITHIN THE CITY LIMITS OF BASTROP, TEXAS, REPEALING ALL CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Texas Local Government Code Section 42.042, the Texas Water Code Section 54.016, the City Council is required to take action regarding municipal utility districts with the extra territorial jurisdiction and city limits; and

WHEREAS, the Bastrop Code of Ordinances, Article 13.05 requires a public hearing held before both the Planning & Zoning Commission and the City Council; and

WHEREAS, the Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts was approved by City Council on February 10, 2004, with the First Amendment to the Consent Agreement approved on May, 2016; and

WHEREAS, the City Council adopted Resolution R-2007-14 on August 14, 2007 to authorize the annexation of 25.728 acres into the Colony Municipal District No. 1; and

WHEREAS, the Bastrop Planning and Engineering Department has reviewed the above-referenced consent agreement found it is in compliance with the 2036 Comprehensive Plan, and Subdivision Ordinance; and

WHEREAS, the Planning & Zoning Commission held a public hearing and recommended approval by unanimous vote for the Second Amendment to the Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts; and

WHEREAS, notice of the request was sent in accordance with the Code of Ordinances, Article 13.05 Ordinance to notify the public.

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

Section 1: The Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts is hereby amended to with the following:

- a. Lot Standards. The Lot Standards attached as Exhibit "B" to the First Amendment ("*Original Lot Standards*") are hereby replaced with the Lot Standards attached as

Exhibit “A” to this Amendment (the “*Updated Lot Standards*”). The Updated Lot Standards will supersede and replace the Original Lot Standards for all purposes under the Consent Agreement; however, for the avoidance of doubt, the Updated Lot Standards will only apply to Future Phases, as defined in the First Amendment.

- b. *Consent to Annexation of Isbell and Archer Tracts.* By Resolution No. R-2007-14, a Resolution of the City of Bastrop, Texas Consenting to the Annexation of 25.728 Acres of Land into The Colony Municipal Utility District No. 1A and Containing Findings and Provisions Relating to This Subject dated August 14, 2007, a copy of which is attached to this Amendment as **Exhibit “C”** (the “*2007 Annexation Resolution*”), the City previously consented to the annexation of the 25.728 acre tract of land more particularly described in the 2007 Annexation Resolution (collectively, the “*Isbell and Archer Tracts*”) into the boundaries of District 1A. Such annexation has not yet occurred, and, due to the passage of time and the succession of “Developer” parties, District 1A’s bond counsel has recommended that the City ratify its consent to the annexation of the Isbell and Archer Tracts into the boundaries of District 1A before District 1A proceeds with such annexation. The 2007 Annexation Resolution provides that the City will provide additional confirmation of its consent upon request. Accordingly, the City hereby ratifies and confirms in all respects the 2007 Annexation Resolution and the annexation of the Isbell and Archer Tracts into the boundaries of District 1A.

- c. *Amendments.* Due to the fact that the Project comprises a significant land area and its development will occur in phases over a number of years, it is anticipated that the Parties may, from time to time, desire to make additional amendments to the Consent Agreement. In order to streamline the amendment approval process at the City and make that process as efficient as possible, the Parties desire to distinguish between Major Amendments and Minor Amendments and establish a procedure for administrative approval by City staff of Minor Amendments. Accordingly and notwithstanding anything in the Consent Agreement to the contrary, the Parties hereby agree that Major Amendments will require approval by the City Council, and that Minor Amendments may be administratively approved by the City Manager (“*City Manager*”) through a process similar to the City’s administrative development review process. For purposes of this provision, a “*Minor Amendment*” is any amendment that 1) does not increase the maximum number of living unit equivalents projected within the Project to more than 2,500, 2) does not increase the traffic impacts of the development, and/or 3) has no significant adverse impact upon neighboring properties, the public, or persons who will occupy or use the proposed development; and a “*Major Amendment*” is any amendment that does not qualify as a Minor Amendment. If the Parties dispute the classification of an amendment as a Major Amendment or Minor Amendment, or if the City Manager does not approve a Minor Amendment, the Developer or any Successor District may appeal that decision to the City Council.

Section 2: The Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts being 1,516.768 acres out of the Jose Manuel Bangs Survey,

Abstract A5, located west of F.M. 969 and east of F.M. 1209, within the city limits of Bastrop, Texas is hereby approved for recording, a copy of same being attached hereto as Exhibit "B" and incorporated herein for all purposes

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 8th day of August, 2017.


CITY OF BASTROP, TEXAS

APPROVED:



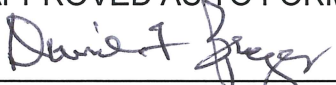
Connie B. Schroeder, Mayor

ATTEST:

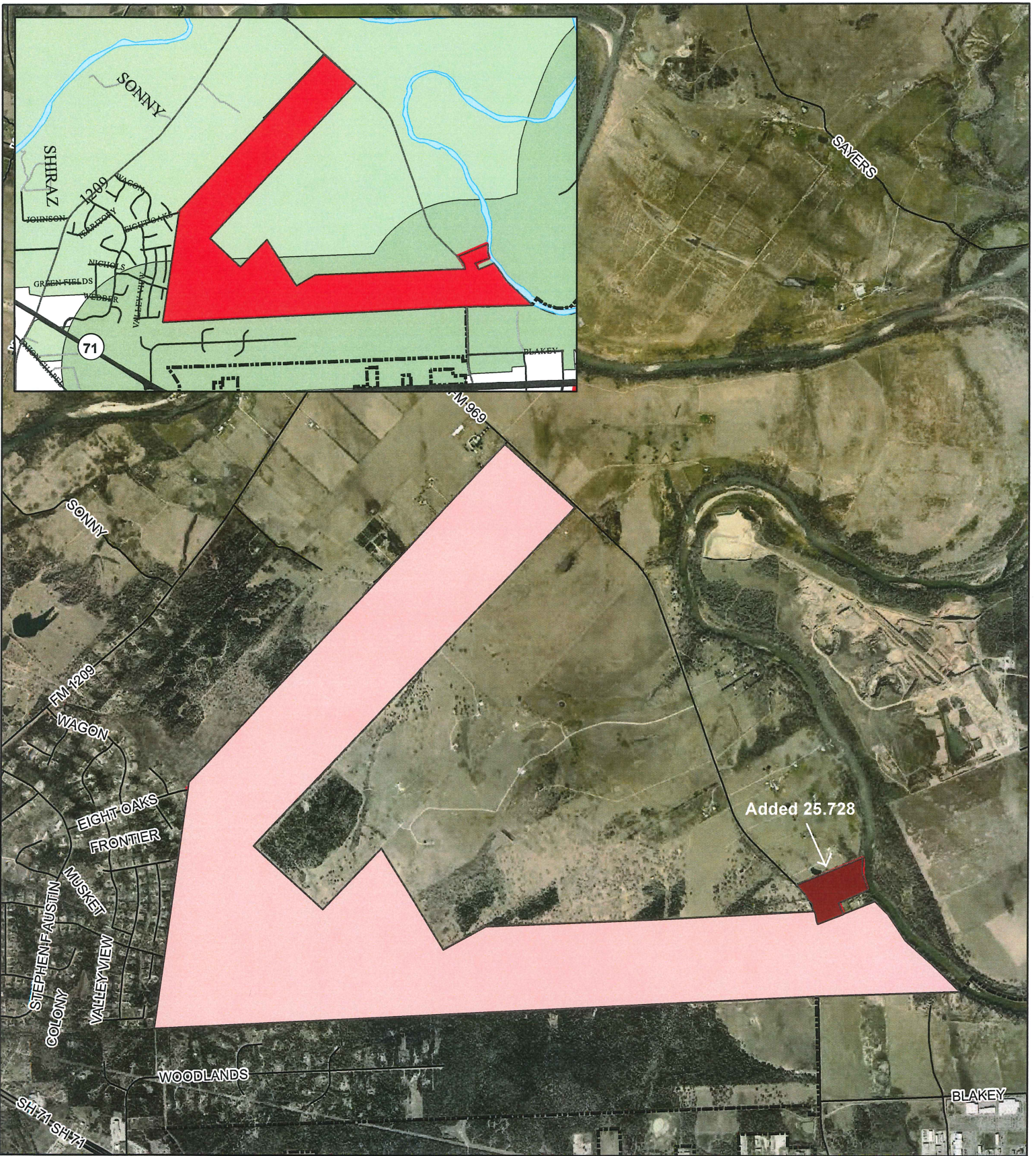


Ann Franklin, City Secretary

APPROVED AS TO FORM:



David F. Bragg, City Attorney



Location Map
 Colony MUD No. 1 Amendment

1 inch = 2,807.06 feet



Date: 7/12/2017
 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.

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

This **SECOND AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1** (this "*Amendment*") is entered into effective as of _____, 2017 among the **CITY OF BASTROP, TEXAS**, a Texas municipal corporation located in Bastrop County (the "*City*"); **HUNT COMMUNITIES BASTROP, LLC**, a Delaware limited liability company ("*Hunt*" or the "*Developer*"); and **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1A** ("*District 1A*"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1B** ("*District 1B*"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1C** ("*District 1C*"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1D** ("*District 1D*"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1E** ("*District 1E*"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1F** ("*District 1F*"), and **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1G** ("*District 1G*"), each of which is a political subdivision of the State of Texas created by division of The Colony Municipal Utility District No. 1 (the "*Original District*") and operating under the provisions of Chapters 49 and 54, Texas Water Code. In this Agreement, District 1A, District 1B, District 1C, District 1D, District 1E, District 1F, and District 1G are sometimes referred to individually as a "*Successor District*" and all of the Successor Districts are sometimes referred to collectively as the "*Successor Districts*". The City, the Developer, and the Successor Districts are sometimes referred to herein collectively as the "*Parties*" and individually as a "*Party*".

RECITALS

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

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

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

WHEREAS, as required by the Original Consent Agreement, District 1A joined in and consented to the Original Consent Agreement by Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated May 18, 2005, and each of the remaining Successor Districts joined in and consented to the Original Consent Agreement by a Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated June 14, 2005;

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

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

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

WHEREAS, the Parties now desire to amend the Consent Agreement to (i) modify the Lot Standards approved in the First Amendment in order to incorporate a new category for "Colony SFA Single Family Attached (Duplex or Townhome)" product; (ii) establish certain minimum building standards for the single-family residential uses within the Project; (iii) ratify the City's prior consent to the annexation of 25.728 acres commonly referred to as the Isbell and Archer tracts into District 1A; and (iv) establish a procedure for administrative approval by City staff future amendments to the Consent Agreement that are minor in nature.

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

AGREEMENT

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

2. **Lot Standards**. The Lot Standards attached as Exhibit "B" to the First Amendment ("*Original Lot Standards*") are hereby replaced with the Lot Standards attached as **Exhibit "A"** to this Amendment (the "*Updated Lot Standards*"). The Updated Lot Standards will supersede and replace the Original Lot Standards for all purposes under the Consent Agreement; however, for the avoidance of doubt, the Updated Lot Standards will only apply to Future Phases, as defined in the First Amendment.

3. **Restrictive Covenants**. The restrictive covenants required under Section 2.03 of the Original Consent Agreement (the "*Restrictive Covenants*") will include the minimum criteria set forth on **Exhibit "B"** for all single-family residential phases of the Project not subject to a City-approved preliminary plat as of the effective date of this Amendment. To the extent that such criteria conflict with the Updated Lot Standards, the Updated Lot Standards will control.

4. Consent to Annexation of Isbell and Archer Tracts. By Resolution No. R-2007-14, a Resolution of the City of Bastrop, Texas Consenting to the Annexation of 25.728 Acres of Land into The Colony Municipal Utility District No. 1A and Containing Findings and Provisions Relating to This Subject dated August 14, 2007, a copy of which is attached to this Amendment as Exhibit "C" (the "2007 Annexation Resolution"), the City previously consented to the annexation of the 25.728 acre tract of land more particularly described in the 2007 Annexation Resolution (collectively, the "Isbell and Archer Tracts") into the boundaries of District 1A. Such annexation has not yet occurred, and, due to the passage of time and the succession of "Developer" parties, District 1A's bond counsel has recommended that the City ratify its consent to the annexation of the Isbell and Archer Tracts into the boundaries of District 1A before District 1A proceeds with such annexation. The 2007 Annexation Resolution provides that the City will provide additional confirmation of its consent upon request. Accordingly, the City hereby ratifies and confirms in all respects the 2007 Annexation Resolution and the annexation of the Isbell and Archer Tracts into the boundaries of District 1A.

5. Amendments. Due to the fact that the Project comprises a significant land area and its development will occur in phases over a number of years, it is anticipated that the Parties may, from time to time, desire to make additional amendments to the Consent Agreement. In order to streamline the amendment approval process at the City and make that process as efficient as possible, the Parties desire to distinguish between Major Amendments and Minor Amendments and establish a procedure for administrative approval by City staff of Minor Amendments. Accordingly and notwithstanding anything in the Consent Agreement to the contrary, the Parties hereby agree that Major Amendments will require approval by the City Council, and that Minor Amendments may be administratively approved by the City Manager ("City Manager") through a process similar to the City's administrative development review process. For purposes of this provision, a "Minor Amendment" is any amendment that 1) does not increase the maximum number of living unit equivalents projected within the Project to more than 2,500, 2) does not increase the traffic impacts of the development, and/or 3) has no significant adverse impact upon neighboring properties, the public, or persons who will occupy or use the proposed development; and a "Major Amendment" is any amendment that does not qualify as a Minor Amendment. If the Parties dispute the classification of an amendment as a Major Amendment or Minor Amendment, or if the City Manager does not approve a Minor Amendment, the Developer or any Successor District may appeal that decision to the City Council.

6. Addresses for Notice. The Parties addresses for notice set forth in Section 6.01 of the Consent Agreement are hereby updated as follows:

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

With Required Copy to: David F. Bragg
1010 Chestnut Street
P.O. Box 2047
Bastrop, Texas 78602

Developer: Hunt Communities Bastrop, LLC
Attn: Justin Chapman
4401 N. Mesa
El Paso, Texas 79902

With Required Copy to: John W. Bartram
 Armbrust & Brown, PLLC
 100 Congress Avenue, Suite 1300
 Austin, Texas 78701

Successor Districts: c/o Armbrust & Brown, PLLC
 Attn: John W. Bartram
 100 Congress Avenue, Suite 1300
 Austin, Texas 78701

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

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

* * *

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

[counterpart signature pages follow]

COUNTERPART SIGNATURE PAGE TO:

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

CITY:

CITY OF BASTROP, TEXAS

By: _____
Connie B. Schroeder, Mayor

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

This instrument was acknowledged before me on the _____ day of _____, 2017, by Connie B. Schroeder, Mayor of the City of Bastrop, a Texas municipal corporation, on behalf of said city.

NOTARY PUBLIC, State of Texas

COUNTERPART SIGNATURE PAGE TO:

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

DEVELOPER:

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

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

By: _____
Justin Chapman, President

**THE STATE OF TEXAS §
 §
COUNTY OF _____ §**

This instrument was acknowledged before me on the _____ day of _____, 2017, by Justin Chapman, President of Hunt Communities Development Co., LLC, a Texas limited liability company, Sole Member of Hunt Communities Bastrop, LLC, a Delaware limited liability company, on behalf of said limited liability companies.

NOTARY PUBLIC, State of Texas

COUNTERPART SIGNATURE PAGE TO:

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

DISTRICT 1A:

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

By: _____
William T. Higgins IV, President
Board of Directors

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

This instrument was acknowledged before me on the ____ day of _____, 2017,
by William T. Higgins IV, President of the Board of Directors of The Colony Municipal Utility
District No. 1A, a political subdivision of the State of Texas, on behalf of said district.

NOTARY PUBLIC, State of Texas

COUNTERPART SIGNATURE PAGE TO:

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

DISTRICT 1B:

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

By: _____
Susan Weems Wendel, President
Board of Directors

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

This instrument was acknowledged before me on the ____ day of _____,
2017, by Susan Weems Wendel, President of the Board of Directors of The Colony Municipal
Utility District No. 1B, a political subdivision of the State of Texas, on behalf of said district.

NOTARY PUBLIC, State of Texas

COUNTERPART SIGNATURE PAGE TO:

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

DISTRICT 1C:

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

By: _____
Rene Barrientos, President
Board of Directors

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

This instrument was acknowledged before me on the ____ day of _____,
2017, by Rene Barrientos, President of the Board of Directors of The Colony Municipal Utility
District No. 1C, a political subdivision of the State of Texas, on behalf of said district.

NOTARY PUBLIC, State of Texas

COUNTERPART SIGNATURE PAGE TO:

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

DISTRICT 1D:

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

By: _____
Dave Griesenbeck, President
Board of Directors

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

This instrument was acknowledged before me on the ____ day of _____, 2017,
by Dave Griesenbeck, President of the Board of Directors of The Colony Municipal Utility District
No. 1D, a political subdivision of the State of Texas, on behalf of said district.

NOTARY PUBLIC, State of Texas

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

DISTRICT 1E:

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

By: _____
_____, _____
Board of Directors

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

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____ of the Board of Directors of The Colony Municipal Utility District No. 1E, a political subdivision of the State of Texas, on behalf of said district.

NOTARY PUBLIC, State of Texas

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

DISTRICT 1F:

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

By: _____
Judith K. Hoover, President
Board of Directors

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

This instrument was acknowledged before me on the _____ day of _____, 2017, by Judith K. Hoover, President of the Board of Directors of The Colony Municipal Utility District No. 1F, a political subdivision of the State of Texas, on behalf of said district.

NOTARY PUBLIC, State of Texas

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

DISTRICT 1G:

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

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

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

This instrument was acknowledged before me on the ____ day of _____,
2017, by Richard T. Banks, President of the Board of Directors of The Colony Municipal Utility
District No. 1G, a political subdivision of the State of Texas, on behalf of said district.

NOTARY PUBLIC, State of Texas

EXHIBIT "A" UPDATED LOT STANDARDS

The Colony
Lot Matrix by Zoning District

The Colony MUD #1
Second Amendment to Consent Agreement

Lot Size and Setback Matrix

City of Bastrop Zoning Equivalent	Zoning Category for the Colony (Colony - Zoning)	Min. Lot Area Sq. Ft.	Min. Dwelling Unit Size Sq. Ft.	Min. Lot Width	Min. Lot Depth	Min. Front Yard	Min. Interior Side Yard	Min. Side when two Story & Adj. SF Zoning	Min. -Ext. Yard (See Sec. 43.3)	Min. Rear Yard	Min. Rear when two Story & Adj. SF Zoning	Max. Height of Building	Min. Lot Coverage by Building	Maximum Percent of Acreage by Land Use Category
Single Family														
Single Family Residential														
NA	Colony - E (Estata Lot)	10,000 Sq. Ft.	1800 Sq. Ft.	80'	120'	30'	10'		15'	25'		2.5 stories	40%	60%
NA	Colony - S (Standard Lot)	8,000 Sq. Ft.	1000 Sq. Ft.	50'	110'	20'	5'		15'	15'		2.5 stories	50%	40%
PD	Colony - G (Garden Home)	4,500 Sq. Ft.	1000 Sq. Ft.	45'	100'	20'	0' & 10'		15'	10'/20'		2.5 stories	50%	20%
VA	Duplex / Townhome	8,000 Sq. Ft.	1000 Sq. Ft.	26'	100'	26'	5' & 5'		15'	10'/20'		2.5 stories	50%	10%
Multi-Family														
Multi-Family														
MF-1	MF-1	15,000 Sq. Ft.	600 Sq. Ft.	50'	100'	25'	15'	60'	15'	35'	30'	3 stories	50%	5%
MF-2	MF-2	15,000 Sq. Ft.	600 Sq. Ft.	50'	125'									
Commercial														
Commercial														
O	O	7,000 Sq. Ft.	N/A	60'	110'	25'	10'/25'	60'	25'	20'/25'	60'	2 stories	50%	5%
NS	NS	7,000 Sq. Ft.	N/A	60'	110'	25'	10'/25'		25'	20'/25'		1 story	50%	
GR	GR	12,000 Sq. Ft.	N/A	50'	110'	25'	10'/30'	60'	25'	20'/30'	60'	2 stories	50%	
CT	CT	12,000 Sq. Ft.	N/A	50'	110'	25'	10'		25'	20'		2 stories	50%	
C-1	C-1	12,000 Sq. Ft.	N/A	50'	110'	25'	10'/30'	60'	25'	20'/30'	60'	2.5 stories	50%	
C-2	C-2	12,000 Sq. Ft.	N/A	50'	110'	25'	10'/30'	60'	25'	20'/30'	60'	2.5 stories	65%	
Summary of Setback Restrictions	Colony - G (Garden Home)	Minimum Side Yard	Zero lot line residences are required to have a ten (10) ft. setback on the opposite side of the zero (0) lot line.											
		Roof Overhangs	Roof overhangs on the zero lot line side of a Garden Home lot may extend up to eighteen (18) inches into the adjacent lot ten (10) ft. setback.											
		Maintenance Easement	A Five (5) ft. maintenance easement is reserved in the ten (10) ft. side yard setback of each lot for maintenance of the adjacent Garden Home property.											
		Minimum Rear Yard	When a residence has a rear loaded garage, the spacing between the alley and the garage must be a minimum of twenty (20) ft.											
	COLONY - VA Single Family Attached (Duplex or Townhome)	Minimum Side Yard	Duplexes have a ten (10) ft. spacing between residences on interior side yards. Fifteen (15) ft. minimum side yard on corner lots.											
		Roof Overhangs	Roof overhangs on the zero lot line side of a lot may extend up to eighteen (18) inches into the adjacent lot ten (10) ft. setback.											
		Maintenance Easement	A Five (5) ft. maintenance easement is reserved in the ten (10) ft. side yard setback of each lot for maintenance of the adjacent residence property.											
		Minimum Rear Yard	When a residence has a rear loaded garage, the spacing between the alley and the garage must be a minimum of twenty (20) ft.											
	O	Minimum Interior Side Yard	Setback is ten (10) ft. for single story structures, twenty-five (25) ft. for multi-story buildings and sixty (60) ft. adjacent single-family lot.											
		Minimum Rear Yard	Setback is ten (10) ft. for single story structures, thirty (30) ft. for multi-story buildings and sixty (60) ft. adjacent single-family lot.											
	NS	Minimum Interior Side Yard	Ten feet (10') or twenty-five feet (25') when adjacent to a single-family lot.											
		Minimum Rear Yard	Twenty feet (20') or twenty-five feet (25') when adjacent to a single-family lot.											
GR	Side Setback	Single story - minimum ten (10) ft. interior / twenty-five (25) ft. exterior side setback. Thirty (30) ft. setback if adjacent to single family residential. Sixty (60) ft. setback if structure over one (1) story.												
	Rear Setback	Minimum twenty (20) ft. setback adjacent to single-family lot, shall observe thirty (30) ft. setback if one (1) story structure. Multi-story structure sixty (60) ft. setback.												
C-1	Side Setback	Single story - minimum ten (10) ft. interior / twenty-five (25) ft. exterior side setback. Thirty (30) ft. setback if adjacent to single family lot. Sixty (60) ft. setback if over one (1) story.												
	Rear Setback	Minimum twenty (20) ft. setback adjacent to single-family lot, shall observe thirty (30) ft. setback if one (1) story structure. Multi-story structure sixty (60) ft. setback.												
C-2	Side Setback	Single story - minimum ten (10) ft. interior / twenty-five (25) ft. exterior side setback. Thirty (30) ft. setback if adjacent to single family lot. Sixty (60) ft. setback if over one (1) story.												
	Rear Setback	Minimum twenty (20) ft. setback adjacent to single-family lot, shall observe thirty (30) ft. setback if one (1) story structure. Multi-story structure sixty (60) ft. setback.												
Footnotes	* This Lot Matrix controls in the event of a conflict with City of Bastrop development regulations, where this Lot Matrix is silent the Bastrop development regulations control.													
	† Maximum number of Living Unit Equivalence (LUE) will not exceed 2596 LUE's (2500 Total LUE's inclusive of MUD 515)													

EXHIBIT "B"

MINIMUM CRITERIA TO BE INCLUDED IN RESTRICTIVE COVENANTS

- **Exterior Masonry Requirements** - Minimum masonry requirements will be set at 75%. Masonry includes: brick, stone, stucco, and hardiplank.
- **Landscaping** - Use of drought-resistant landscaping or water-conserving techniques in the Project is encouraged. Xeriscaping will be allowed in certain instances in the common areas and at residences in accordance with a Xeriscaping Policy set forth in the Restrictive Covenants. All landscapes and landscaping must be approved by the Developer prior to installation. To further help conserve water, large expansive areas of natural grass and vegetation will not be required to be irrigated. The use of drip irrigation is encouraged.
- **Front Setbacks** – All lots will be allowed to have staggered, 20'-25' building setbacks to help achieve aesthetically pleasing street view. All front setbacks will be measured from the property line or right-of-way. At minimum, there must be a front building setback change (between the allowed 20'-25') on every fourth lot.
- **Utilities** - All utilities shall be provided separately to each lot so that each home will be individually metered.
- **Recreational vehicles** - Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes and will be hidden from public view.
- **Fencing** - Electrical Fencing and barbed wire is prohibited as perimeter fencing. Only 6' cedar, wrought iron, or masonry fencing will be allowed.
- **Open Yard Storage** - Open storage is prohibited (except for materials for the resident's personal use or consumption (*i.e.*, firewood, gardening materials, etc.).
- **Side Entry Garages** - Single-family homes with side entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of twenty-five feet (25') from the garage door to the side property line for maneuvering.
- **Roofs** - All single-family residential structures shall have roof slopes with a minimum of 3:12 pitch.

EXHIBIT "C"
2007 ANNEXATION RESOLUTION

STATE OF TEXAS

§
§
§

CERTIFICATE TO COPY OF PUBLIC RECORDS

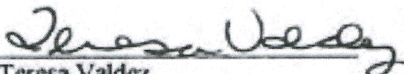
COUNTY OF BASTROP

I hereby certify, in the performance of the functions of my office, that the attached is a full, true and correct copy of **Resolution No. R-2007-14, a Resolution Of The City Of Bastrop, Texas Consenting To The Annexation of 25.728 Acres Of Land Into The Colony Municipal Utility District No. 1A and containing findings and provisions relating to this subject**, and is an official record from the public office of the City Secretary of Bastrop, Bastrop County, State of Texas, and is kept in said office.

I further certify that I am City Secretary, that I have legal custody of said record and that I am lawful possessor and keeper and have legal custody of the records in said office.

In witness whereof I have hereunto set my hand and affixed the official seal of said office this 20th day of August 2007.




Teresa Valdez
City Secretary

Bastrop County
State of Texas

RESOLUTION NO. R-2007-14

CITY OF BASTROP
BASTROP COUNTY, TEXAS

A RESOLUTION OF THE CITY OF BASTROP, TEXAS CONSENTING TO THE ANNEXATION OF 25.728 ACRES OF LAND INTO THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1A AND CONTAINING FINDINGS AND PROVISIONS RELATING TO THIS SUBJECT.

WHEREAS, The Colony Municipal Utility District No. 1A (the "District") lies within the extraterritorial jurisdiction of the City of Bastrop (the "City"); and

WHEREAS, the City has received a request from the owner of approximately 25.728 acres of land into the District; and

WHEREAS, the City is willing to consent to the District's annexation of the land;

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

Section 1. That the City hereby consents to the annexation of the 25.728 acre tract of land more particularly described on **Exhibit "A"**, attached hereto and incorporated herein for all purposes, into the boundaries of The Colony Municipal Utility District No. 1A.


Section 2. No further action on the part of the City will be required to evidence its consent to the District's annexation of the land described on **Exhibit "A"**, but the City agrees to provide additional confirmation of its consent if requested to do so by the landowner or the District.

Section 3. If any provision of this resolution or the application thereof to any person or circumstance is ever be held to be invalid or unconstitutional by any court of competent jurisdiction, neither the remainder of this resolution, nor the application of the provision to any other persons or circumstances will be affected thereby.

Section 4. The City Council officially finds, determines and declares that sufficient written notice of the date, hour, place and subject of each meeting at which this resolution was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the content and posting thereof.

PASSED, APPROVED AND ADOPTED on the 14th day of August 2007

CITY OF BASTROP, TEXAS


Tom Scott, Mayor

ATTEST:

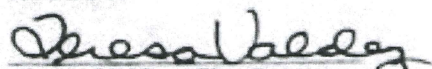

Teresa Valdez, City Secretary

EXHIBIT "A"

25.728 acres of land in Bastrop County, Texas consisting of (a) 22.091 acres of land, more or less, out of the Jose Manuel Bangs Survey, Abstract 5, in Bastrop County, Texas, more fully described by metes and bounds on Exhibit "A-1", attached hereto and incorporated herein for all purposes; and (b) 3.637 acres of land, more or less, out of the Jose Manuel Bangs Survey, in Bastrop County, Texas, more fully described by metes and bounds on Exhibit "A-2", attached hereto and incorporated herein for all purposes.

11

EXHIBIT "A-1"

213

**JAMES E. GARON
& ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS

924 Main Street
Bastrop, Texas 78602
512-303-4185
Fax 512-321-2107
jgaron@austin.rr.com

October 17, 2006

LEGAL DESCRIPTION: BEING A 22.091 ACRE TRACT OF LAND LYING IN AND BEING SITUATED OUT OF THE JOSE MANUEL BANGS SURVEY, ABSTRACT 5 IN BASTROP COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO WILLIAM T. ARCHER JR. AND SANDRA ARCHER BY DEED RECORDED IN VOLUME 806, PAGE 609 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 22.091 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES, INC. IN JULY 1996 AND OCTOBER 2006:

BEGINNING at a iron rod on the easterly right-of-way (80') line of F.M. Highway 969 for the northwesterly corner hereof and southwesterly corner of that certain 22.398 acre tract of land conveyed to Jerry Lee and Elizabeth J. Pulley by deed recorded in Volume 973, Page 18 of said deed records;

THENCE N 69°17'49" E, passing an iron rod found for reference at a distance of 1470.72 feet and continuing for a total distance of 1547.99 feet to a 5/8" iron rod found for and angle point;

THENCE N 72°27'27" E a distance of 32.64 feet to a 5/8" iron rod found on the west bank of the Colorado River for the northeast corner hereof;

THENCE along said river bank the following three (3) calls:

1. S 02°03'06" W a distance of 386.12 feet;
2. S 20°21'13" E a distance of 88.79 feet;
3. S 15°58'44" E a distance of 248.94 feet to a fence post found for the southeast corner hereof and northeast corner of that certain 8.870 acre tract of land conveyed to Andy L. and Janice M. Isbell by deed recorded in Volume 1086, Page 554 of said deed records;

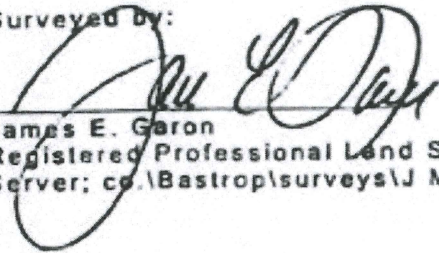
THENCE S 68°56'28" W a distance of 1290.62 feet to an iron rod found on the curving, east right-of-way line of F.M. Highway 969 for the southwest corner hereof and northwest corner of said 8.870 acre tract;

12

October 17, 2006

THENCE along said right-of-way line a length of 680.69 feet along the arc of a curve to the left having a radius of 1472.51 feet and a chord bearing N 29°43'49" W, a distance of 674.65 feet to a concrete right-of-way monument found for endpoint and N 41°21'48" W a distance of 38.98 feet to the POINT OF BEGINNING and containing 22.091 acres of land, more or less and as shown on map of survey prepared herewith

Surveyed by:



James E. Geron
Registered Professional Land Surveyor
Server: c:\Bastrop\surveys\J M Bangs\b65806.doc



DALE L. OLSON

Registered Professional Land Surveyor

711 Water Street

Bastrop, TX 78602

Phone (512) 321-5476 * Fax (512) 303-5476

FIELD NOTES FOR A 3.637 ACRE TRACT IN THE JOSE MANUEL BANGS SURVEY, BASTROP COUNTY, TEXAS.

BEING a 3.637 acre tract or parcel of land out of and being a part of the Jose Manuel Bangs Survey, A-5, in Bastrop County, Texas, and being a part of that certain 8.63 acre tract described as 8.87 acres less 0.24 acres in a deed from Lewis Rae Rhodes, Jr. to Andy L. Isbell and wife, Janace M. Isbell, recorded in Volume 1086, Page 544, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

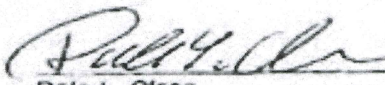
BEGINNING at the southwest corner of the said 8.63 acre tract, a 5/8 inch iron rod found at a fence corner in the curving east line of Farm to Market Road No. 969, the northwest corner of that certain 94.375 acre tract described in a deed from Patricia Leonard Mitchell to Sabine Investment Co., recorded in Volume 1331, Page 874, Bastrop County Deed Records for the southwest corner of this tract.

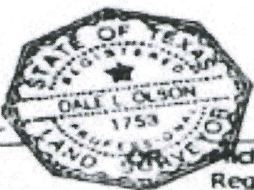
THENCE with the curving east line of Farm to Market Road No. 969 and west line of the said 8.63 acre tract along a curve to the left whose radius is 1472.47 feet; whose long chord bears N 12 deg. 52 min. 44 sec. W, 259.45 feet; 259.79 feet along the arc to a 1/2 inch iron rod found at a fence corner, the southwest corner of that certain 22.089 acre tract described in a deed from Howard O. Ebner, et ux, to Roscoe C. Morris, et ux, recorded in Volume 268, Page 164, Bastrop County Deed Records, the northwest corner of the said 8.63 acre tract for the northwest corner of this tract.

THENCE with the south line of the Morris 22.089 acre tract and north line of the 8.63 acre tract, N 67 deg. 28 min. 52 sec. E, 571.33 feet to a 5/8 inch iron rod set for the northeast corner of this tract.

THENCE crossing said 8.63 acre tract, S 20 deg. 59 min. 01 sec. E, 284.16 feet to a 5/8 inch iron rod set in the south line of same, the north line of the before mentioned Sabine 94.375 acre tract for the southeast corner of this tract.

THENCE with the north line of the Sabine 94.375 acre tract and south line of the 8.63 acre tract, S 70 deg. 08 min. 49 sec. W, 607.82 feet to the POINT OF BEGINNING, containing 3.637 acres of land.


 Dale L. Olson
 Reg. Pro. Land Surveyor 1753


 Michael D. Olson
 Reg. Pro. Land Surveyor 5386

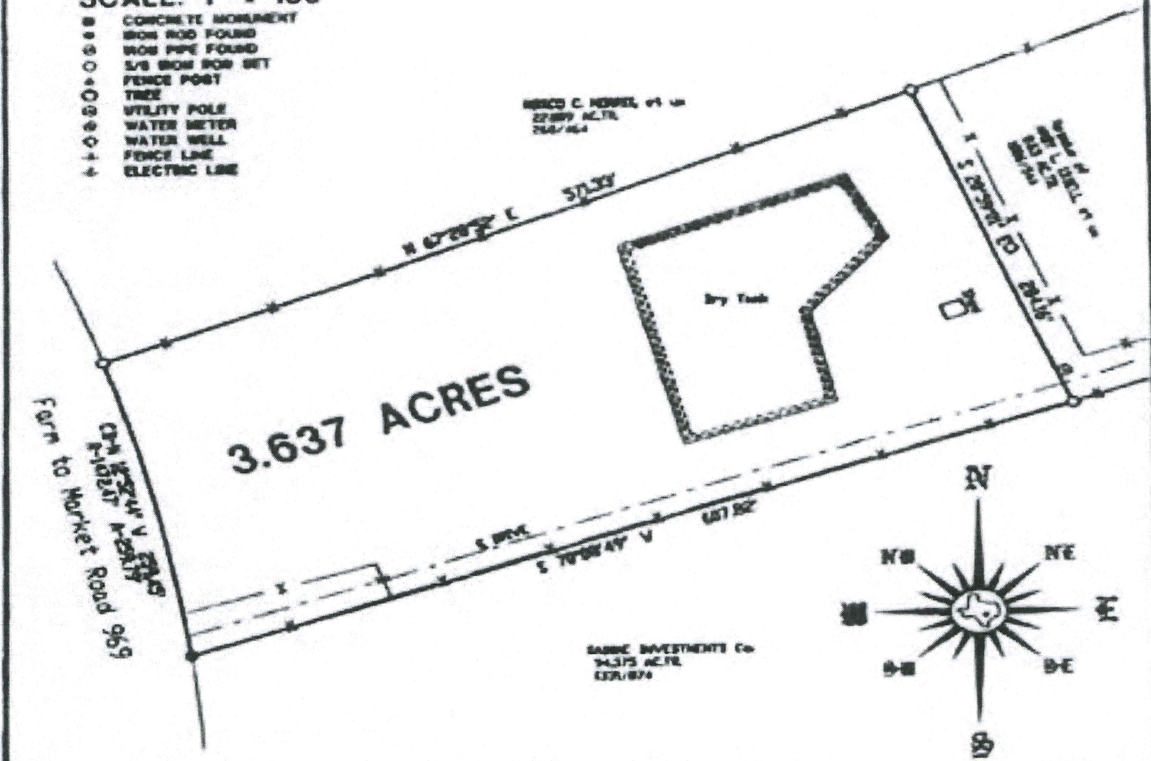
©2006 Dale L. Olson Surveying Co.
 Order #: 147606 Date Created: 10/10/06

Steve Mills
 12/15/06
isack
 14

JOSE MANUEL BANGS SURVEY, A-5

SCALE: 1" = 100'

- CONCRETE MONUMENT
- IRON ROD FOUND
- IRON PIPE FOUND
- S/S IRON ROD SET
- FENCE POST
- TREE
- UTILITY POLE
- WATER METER
- WATER WELL
- FENCE LINE
- ELECTRIC LINE



FENCES DO NOT REFLECT PROPERTY LINES

The undersigned does hereby certify to the title Agency, Subdivision, Lender, Mortgagee or other Purchaser, that this survey was, this day made on the ground, as the property legally described herein, and a correct, and there are no discrepancies, conflicts, shortages or any boundary line conflicts, encroachments, overlapping of approvals, water utility lines, or roads or other things except as shown herein, and that said property has frontage on a public road as shown herein.

DALE L. OLSON
 REGISTERED PROFESSIONAL LAND SURVEYOR
 711 WATER STREET 15121 321-5476 BASTROP, TEXAS

SURVEY PLAT
 of a 3.637 ACRE TRACT in the
 JOSE MANUEL BANGS SURVEY,
 A-5, BASTROP COUNTY, TEXAS.

Dale L. Olson
 DALE L. OLSON
 REG. NO. 101
 DALE L. OLSON SURVEYING COMPANY
 2102 S. BAYVIEW STREET DALLAS, TEXAS 75210

DATE	7-10-07	SABINE INVESTMENT Co.		
BY	DLO	MR. J. H. HARRIS	MR. J. H. HARRIS	MR. J. H. HARRIS