

**RESOLUTION NO. R-2020-114**

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

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

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

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

**WHEREAS**, the City of Bastrop entered into a "Third Amendment to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of the Colony Municipal District No. 1" on November 12, 2019; and

**WHEREAS**, the Living Unit Equivalent (LUE) limit was increased in the Third Amendment and additional edits are required in different sections to reflect this change; and

**WHEREAS**, the developer wants to expand the diversity of lot sizes and product types that are able to be provided and are revising block lengths and the Land Use Standards within the agreement; and

**WHEREAS**, the City and the Developer agree to create a Consent Agreement and consolidated Development Agreement to consolidate the original and all amendments for each into separate documents for ease of use, reference, and administration.

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


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

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

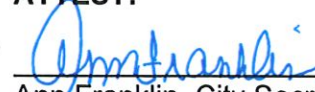
**Section 3.** This resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 10<sup>th</sup> day of November, 2020.

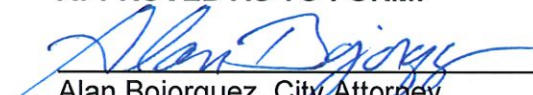
**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**FOURTH 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 **FOURTH 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 November 23, 2020 among the **CITY OF BASTROP, TEXAS**, a Texas municipal corporation located in Bastrop County (the "City"); **HUNT COMMUNITIES BASTROP, LLC**, a Delaware limited liability company ("Hunt" or the "Developer"); and **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1A** ("District 1A"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1B** ("District 1B"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1C** ("District 1C"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1D** ("District 1D"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1E** ("District 1E"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1F** ("District 1F"), and **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1G** ("District 1G"), each of which is a political subdivision of the State of Texas created by division of The Colony Municipal Utility District No. 1 (the "Original District") and operating under the provisions of Chapters 49 and 54, Texas Water Code. In this Agreement, District 1A, District 1B, District 1C, District 1D, District 1E, District 1F, and District 1G are sometimes referred to individually as a "Successor District" and all of the Successor Districts are sometimes referred to collectively as the "Successor Districts". The City, the Developer, and the Successor Districts are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

**RECITALS**

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

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

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

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

June 14, 2005;

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

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

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

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

**WHEREAS**, the City, Hunt, and the Successor Districts subsequently entered into a Third Amendment to Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No. 1 dated effective as of March 4, 2020 (the "*Third Amendment*") to further amend the Original Consent Agreement to (i) adopt a Project Master Plan and vesting for the Project; (ii) increase the maximum density for the Project; and (iii) clarify the responsibility for providing utility services to the Project (the Original Consent Agreement as amended by the First Amendment, the Second Amendment, and the Third Amendment being referred to herein collectively as the "*Consent Agreement*"); and

**WHEREAS**, the Parties now desire to amend the Consent Agreement to update the land use standards applicable to the Project, memorialize the Parties' course of dealings on various matters, and make certain conforming amendments and clarifications;

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

3. Conforming Amendments and Clarifications.

(a) The Third Amendment increased the maximum density for the Project from 2,500 living unit equivalents ("LUEs") to 4,300 LUEs. Section 5 of the Second Amendment contains a legacy reference to 2,500 LUEs, and the Parties now desire to amend Section 5 of the Second Amendment to conform to the maximum density changes in the Third Amendment. Accordingly, the reference to 2,500 LUEs in clause 1) of the second-to-last sentence of Section 5 of the Second Amendment is hereby amended to refer to 4,300 LUEs.

(b) Based on the future off-site connectivity contemplated by the Project Master Plan attached as Exhibit "A" to the Third Amendment, block lengths within the Project may exceed 1,500' when such blocks abut The Colony boundary between collector streets or abut a natural waterway.

(c) For purposes of the filing fees and other charges established in the Fee Schedule under the City's Code of Ordinances (Appendix A), future amendments to the Consent Agreement (including the amendment/restatement described in Section 4 below) will be considered and processed as an amendment to a development agreement, rather than as a new municipal utility district consent agreement.

4. Agreement to Divide Consent Agreement into Two Agreements – Consent Agreement (for MUD matters) and Development Agreement (for development matters). Within six months of the full execution of this Amendment, the Developer will submit to the City a restated Consent Agreement along with a separate restated Development Agreement to consolidate the original and all amendments for each into separate documents for ease of use, reference, and administration. The City will review and submit for approval the separate restated agreements to the City Council within one year from the effective date of this Amendment.

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

6. Counterparts. To facilitate execution, (a) this Amendment may be executed in any number of counterparts; (b) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (c) an electronic signature, or 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:**

**FOURTH 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**

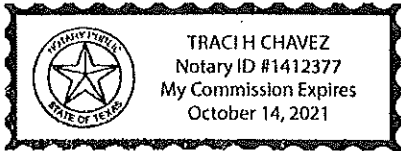
By: *Paul Hofmann*  
Paul Hofmann, City Manager

**THE STATE OF TEXAS §**

**§**

**COUNTY OF BASTROP §**

This instrument was acknowledged before me on the 22<sup>nd</sup> day of February, 2020, by Paul Hofmann, City Manager of the City of Bastrop, a Texas municipal corporation, on behalf of said city.



*Traci H Chavez*  
NOTARY PUBLIC, State of Texas

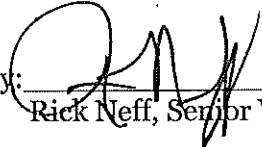
**COUNTERPART SIGNATURE PAGE TO:**

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MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE  
CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1**

**DEVELOPER:**

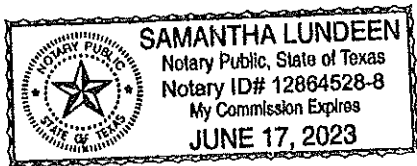
**HUNT COMMUNITIES BASTROP,  
LLC, a Delaware limited liability company**


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

By:   
Rick Neff, Senior Vice President

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

This instrument was acknowledged before me on the 3<sup>rd</sup> day of ~~September~~ <sup>December</sup>, 2020, by Rick Neff, Senior Vice President of Hunt Communities Development Co., LLC, a Texas limited liability company, Sole Member of Hunt Communities Bastrop, LLC, a Delaware limited liability company, on behalf of said limited liability companies.



  
NOTARY PUBLIC, State of Texas



**COUNTERPART SIGNATURE PAGE TO:**

**FOURTH 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:**

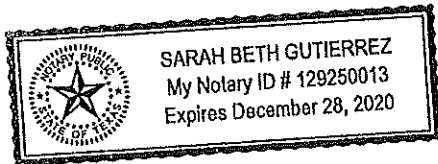
**THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1A**

By W. T. Higgins  
William T. Higgins IV, President  
Board of Directors

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

This instrument was acknowledged before me on the 30<sup>th</sup> day of November, 2020, 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.

Sarah Gutierrez  
NOTARY PUBLIC, State of Texas



**COUNTERPART SIGNATURE PAGE TO:**

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**DISTRICT 1B:**

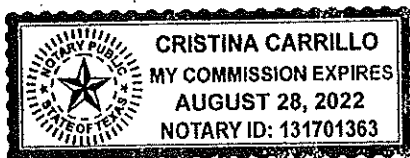
**THE COLONY MUNICIPAL UTILITY  
DISTRICT NO. 1B**

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

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

This instrument was acknowledged before me on the 18<sup>th</sup> day of December, 2020, by Susan Weems Wendel, President of the Board of Directors of The Colony Municipal Utility District No. 1B, a political subdivision of the State of Texas, on behalf of said district.

Cristina Carrillo  
NOTARY PUBLIC, State of Texas



**COUNTERPART SIGNATURE PAGE TO:**

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MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE  
CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1**

**DISTRICT 1C:**

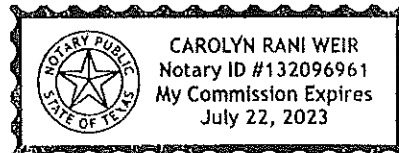
**THE COLONY MUNICIPAL UTILITY  
DISTRICT NO. 1C**

By: *Michael A. Prokop*  
Michael A. Prokop, President  
Board of Directors

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

This instrument was acknowledged before me on the 3 day of Dec, 2020,  
by Michael A. Prokop, 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.

*Carolyn Rani Weir*  
NOTARY PUBLIC, State of Texas



**COUNTERPART SIGNATURE PAGE TO:**

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

**DISTRICT 1D:**

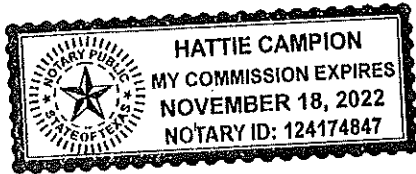
**THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1D**

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

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

This instrument was acknowledged before me on the 21 day of December, 2020, by Dave Griesenbeck, President of the Board of Directors of The Colony Municipal Utility District No. 1D, a political subdivision of the State of Texas, on behalf of said district.

*Hattie Campion*  
NOTARY PUBLIC, State of Texas




**COUNTERPART SIGNATURE PAGE TO:**

**FOURTH 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**

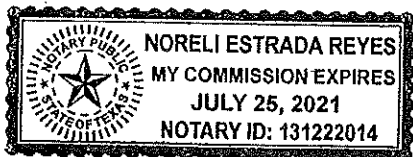
**DISTRICT 1E:**

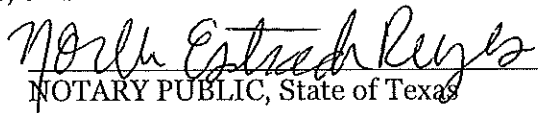
**THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1E**

By:   
John Postle, President  
Board of Directors

THE STATE OF TEXAS §  
§  
COUNTY OF BASTROP §

This instrument was acknowledged before me on the 11 day of December, 2020, by John Postle, President of the Board of Directors of The Colony Municipal Utility District No. 1E, a political subdivision of the State of Texas, on behalf of said district.



  
NOTARY PUBLIC, State of Texas

**COUNTERPART SIGNATURE PAGE TO:**

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

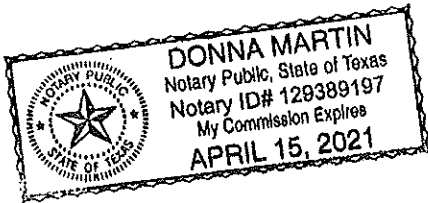
**DISTRICT 1F:**

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

By: *Harold J. Seiler*  
Harold J. Seiler, President  
Board of Directors

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

This instrument was acknowledged before me on the 2<sup>nd</sup> day of December, 2020, by Harold J. Seiler, President of the Board of Directors of The Colony Municipal Utility District No. 1F, a political subdivision of the State of Texas, on behalf of said district.



*Donna K. Martin*  
NOTARY PUBLIC, State of Texas

**COUNTERPART SIGNATURE PAGE TO:**

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

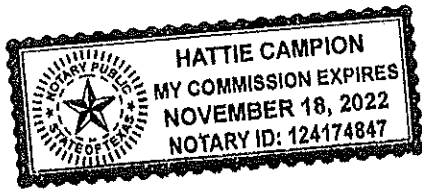
**DISTRICT 1G:**

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

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

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

This instrument was acknowledged before me on the 30 day of November, 2020, by Richard T. Banks, President of the Board of Directors of The Colony Municipal Utility District No. 1G, a political subdivision of the State of Texas, on behalf of said district.



*Hattie Campion*  
NOTARY PUBLIC, State of Texas

## EXHIBIT "A" LAND USE STANDARDS

Exhibit "A"  
Lot Size and Setback Matrix

The Colony  
Lot Matrix by Land Use

The Colony MUDs #1A-#1G  
Fourth Amendment to Consent Agreement

Land Use Category for the Colony	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	Max. Lot Coverage by Building
<b>Single Family Residential</b>												
Colony - E (Estate Lot)	10,000 Sq. Ft.	1800 Sq. Ft.	80'	120'	30'	10'		15'	25'		2.5 stories	40%
Colony - S (Standard Lot)	4,400 Sq. Ft.	1000 Sq. Ft.	40'	110'	20'	5'		15'	15'		2.5 stories	50%
Colony - G (Garden Home)	4,500 Sq. Ft.	1000 Sq. Ft.	45'	100'	20'	0' & 10'		15'	10'/20'		2.5 stories	50%
Duplex / Townhome	3,000 Sq. Ft.	1000 Sq. Ft.	25'	100'	25'	5' & 5'		15'	10'/20'		2.5 stories	50%
Colony - C (Cluster)	10,000 Sq. Ft.	700 Sq. Ft.	100'	100'	20'	10'		15'	10'		2.5 stories	50%
<b>Multi family</b>												
MF-1	10,000 Sq. Ft.	600 Sq. Ft.	100'	100'								
MF-2	15,000 Sq. Ft.	600 Sq. Ft.	100'	125'	25'	15'	60'	15'	35'	80'	3 stories	50%
<b>Commercial</b>												
O	7,000 Sq. Ft.	N/A	60'	110'	25'	10/25'	60'	25'	20/25'	60'	2 stories	50%
NS	7,000 Sq. Ft.	N/A	60'	110'	25'	10/25'		25'	20/25'		1 story	50%
GR	12,000 Sq. Ft.	N/A	100'	110'	25'	10/30'	60'	25'	20/30'	60'	2 stories	50%
CT	12,000 Sq. Ft.	N/A	100'	110'	25'	10'		25'	20'		2 stories	50%
C-1	12,000 Sq. Ft.	N/A	100'	110'	25'	10/30'	60'	25'	20/30'	60'	2.5 stories	50%
C-2	12,000 Sq. Ft.	N/A	100'	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 - SFA 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.										



EXECUTED Agreement was in full force and effect as of the Effective Date of March 22, 2020, as approved by City Council in Exhibit A.

CITY:

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

By: Connie Schroeder  
Name: Connie Schroeder  
Title: Mayor

ATTEST:

By: Ann Franklin  
Name: Ann Franklin  
Title: City Secretary

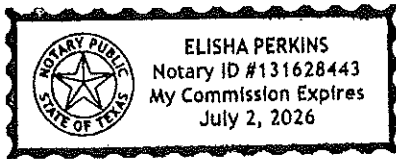
THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me on this 11<sup>th</sup> day of April, 2023, by Connie Schroeder, Mayor of the City of Bastrop, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.


[Signature]  
Notary Public, State of Texas

(SEAL)



OWNER:

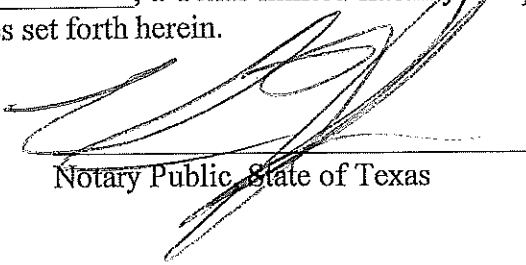
Hunt Communities Bastrop, LLC  
a Texas limited liability company

  
Rick Neff, Senior Vice President

THE STATE OF TEXAS §

COUNTY OF Bastrop §

This instrument was acknowledged before me on the 12<sup>th</sup> day of April, 2023, by Rick Neff, \_\_\_\_\_, a Texas limited liability company, on behalf of said limited liability company for the purposes set forth herein.

  
\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)

