

ORDINANCE 2024-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ANNEXING FM 969 RETAIL CENTER (R30094), FOR 10.559 ACRES OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, LOCATED NORTH OF SH 71 W AND WEST OF FM 969, AS SHOWN IN EXHIBIT A, PROVIDING FOR FINDINGS OF FACT, ADOPTION, REPEALER, SEVERABILITY, FILING AND ENFORCEMENT; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Bastrop, Texas (City) is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, on or about March 15, 2024, SIS Bastrop LLC submitted a petition for voluntary annexation of the property in the area described in Exhibit "A" (the "Property"), which is attached hereto and incorporated herein for all purposes; and

WHEREAS, City Council has entered into a written agreement with the owners of land in the area for the provision of services in the area; and

WHEREAS, in accordance with Texas Local Government Code Chapter 43 Subchapter C-3, public notice was given, and a public hearing was held before the City Council regarding the requested annexation; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the petitioners, and all other information presented, City Council finds it necessary and proper to enact this Ordinance.

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

Section 1: The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

Section 2: The property in the area described in Exhibit "A", which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Bastrop, Texas, and is made an integral part,

hereof. The official map and boundaries of the City are hereby amended and revised so as to include the area annexed.

A service plan prepared in accordance with applicable provisions of state law pertaining to annexation is attached hereto as Exhibit "B" and incorporated herein for all intents and purposes. The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City and are hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

Section 3: All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 4: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

Section 5: The City Secretary is hereby instructed to include this Ordinance in the records of the City and to have maps prepared depicting the new municipal boundaries and extraterritorial jurisdiction. The City Secretary is hereby instructed to file a certified copy of this Ordinance and the updated maps with the Bastrop County Clerk.

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

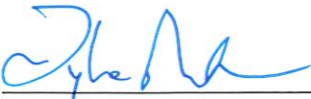
Section 7: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ & APPROVED on First Reading on this the 9th day of July, 2024.

READ & ADOPTED on the Second Reading on this the 23rd day of July, 2024.

[Signatures on following page]

APPROVED:



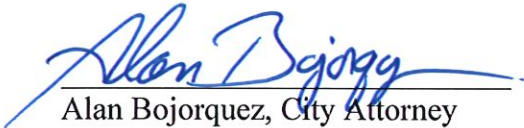
Lyle Nelson, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

Exhibit "A"
DESCRIPTION OF AREA TO BE ANNEXED

CURVE TABLE				
CURVE	RADIUS	ARC	BEARING	CHORD
C1	271.69	109.73	N 79°53'37" W	108.59
(C1)	(271.69)	(109.81)	(N 79°50'37" W)	(109.07)

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 01°41'01" E	30.19
(L1)	(S 01°19'49" E)	(30.02)
L2	S 25°07'44" W	22.61
(L2)	(S 25°31'52" W)	(22.65)

- LEGEND**
- 1/2" ROD FOUND
 - 1/2" ROD W/CAP SET "ALLSTAR 5725"
 - ⊙ MAG NAIL SET
 - X- WIRE FENCE
 - () RECORD INFORMATION
 - ⊕ UTILITY POLE
 - ⊖ DOWN GUY
 - OH OVERHEAD UTILITY LINE(S)
 - ⊙ GAS WARNING SIGN
 - ON INSIDE OF SUBJECT BOUNDARY
 - OFF OUTSIDE OF SUBJECT BOUNDARY
 - P.O.B. POINT OF BEGINNING
 - ⊙ TREE
 - (M) MULTI-STEMMED TREE

TREE LIST	
⊙	8" HACKBERRY
⊙	19" HACKBERRY (M)
⊙	8" HACKBERRY
⊙	11" HACKBERRY (M)
⊙	8" HACKBERRY
⊙	18" HACKBERRY

NOTICE
BEFORE DESIGN BEGINS ON THE SUBJECT PROPERTY THE OWNER SHOULD CHECK THE LOCAL GOVERNING AUTHORITIES ABOUT BUILDING SETBACKS AND OTHER BUILDING REQUIREMENTS.

BEARING BASIS:
BEARINGS ARE GRID NORTH BASED ON THE TEXAS COORDINATE SYSTEM CENTRAL TEXAS ZONE (4203) NAD83 HARN HORIZONTAL CONTROL.



TO THE LIEN HOLDER AND/OR OWNERS OF THE PREMISES SURVEYED I DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 6, CONDITION 3, TOPOGRAPHIC SURVEY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.

7.052 ACRES
HUNT COMMUNITIES BASTROP, LLC.
REMAINDER OF 1,258.002 ACRES
(DOC. 201617588)

THE COLONY MUD 1A
SECTION 1, PHASE A
(CAB. 6, PAGE 129A)

(N 86°51'05" E 551.14')
(N 86°50'39" E 550.95')

CONTINENTAL HOMES OF TEXAS, LP
399.878 ACRES
(DOC. NO. 202022779)

10.60 ACRES
SIS BASTROP, LLC
10.559 ACRES
(DOC. NO. 202107639)

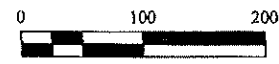
CONTINENTAL HOMES OF TEXAS, LP
399.878 ACRES
(DOC. NO. 202022779)

F.M. 969
(80' R.O.M.)

CONTINENTAL HOMES OF TEXAS, LP
399.878 ACRES
(DOC. NO. 202022779)

(N 68°23'03" W 127.69')
(N 68°24'20" W 121.74')

CONTINENTAL HOMES OF TEXAS, LP
399.878 ACRES
(DOC. NO. 202022779)

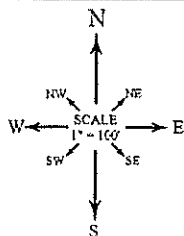


RESTRICTIONS

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE, EASEMENTS AND/OR BOUNDARY LINE AGREEMENTS, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON. ONLY THOSE SETBACK LINES, EASEMENTS, BOUNDARY LINES AND INTERESTS WHICH ARE REPRESENTED ON THE PARENT SUBDIVISION PLAT, WHICH IS REFERENCED HEREON, ARE PLOTTED ON THIS SURVEY, NO DOCUMENTS OTHER THAN THOSE CITED ON THIS SURVEY HAVE BEEN EXAMINED.

LEGAL DESCRIPTION

BEING 10.60 ACRES OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NUMBER 98, BASTROP COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN SIS BASTROP, LLC 10.559 ACRE TRACT, RECORDED IN DOCUMENT NUMBER 202107639, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS, SAID 10.60 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.



ALLSTAR
Land surveying
9020 ANDERSON MILL RD
AUSTIN, TEXAS 78729
(512) 249-8149 PHONE
(512) 331-5217 FAX
TEXTS FROM 800.15133500

F.I.R.M. MAP INFORMATION

THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD-PLAIN, AND HAS A ZONE "X" RATING AS SHOWN ON THE FLOOD INSURANCE RATE MAPS F.I.R.M. MAP NO. 480100355E PANEL: 035E DATED: 01/19/2004
THIS CERTIFICATION IS FOR INSURANCE PURPOSES ONLY AND IS NOT A GUARANTEE THAT THIS PROPERTY WILL OR WILL NOT FLOOD. CONTACT YOUR LOCAL FLOOD PLAIN ADMINISTRATOR FOR THE CURRENT STATUS OF THIS TRACT.

ADDRESS

SIS BASTROP, LLC
0 F.M. 969
BASTROP, BASTROP COUNTY, TEXAS

SURVEY DATE:	JUNE 9, 2022	FIELD BY:	DUSTIN CARKER	06/09/2022
TITLE CO.:	-	CALC. BY:	CHRIS ZOTTER	04/05/2022
O.F. NO.:	-	DRAWN BY:	SEAN SUTTON	05/29/2022
JOB NO.:	A6591132	UPDATE BY:	-	-
		RFLS CHECK:	EDWARD RUMSEY	05/29/2022

EXHIBIT "A"

BEING 10.60 ACRES OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NUMBER 98, BASTROP COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN SIS BASTROP, LLC 10.559 ACRE TRACT, RECORDED IN DOCUMENT NUMBER 202107639, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS, SAID 10.60 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod found, in the westerly right-of-way line of Farm to Market 969, at the southeast corner of that certain Hunt Communities Bastrop, LLC 7.052 Acre Tract, being the remainder of a 1258.002 Acre Tract, recorded in document Number 201617588, Official Public Records, Bastrop County, Texas, same being the northeast corner of said 10.559 Acre Tract, for the northeast corner hereof;

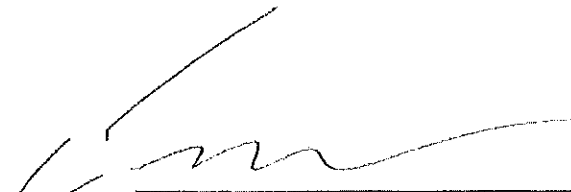
THENCE South 01 degrees 41 minutes 01 seconds East, along the westerly right-of-way line of said Farm to Market 969, along the easterly line of said 10.559 Acre Tract, 30.19 feet to an iron rod found, in said line, at the northeast corner of that certain Continental Homes of Texas, LP 399.878 Acre Tract, same being an angle point in the easterly line of said 10.559 Acre Tract, for an angle point in the easterly line hereof;

THENCE departing said right-of-way, along the northerly line of said 399.878 Acre Tract, along the easterly line of said 10.559 Acre Tract, the following 7 calls:

- 1: South 25 degrees 07 minutes 44 seconds West, 22.61 feet to an iron rod found;
- 2: South 01 degrees 19 minutes 27 seconds East, 717.59 feet to an iron rod set, for the southeast corner hereof;
- 3: South 43 degrees 41 minutes 39 seconds West, 212.04 feet to an iron rod set;
- 4: South 88 degrees 43 minutes 07 seconds West, 140.03 feet to an iron rod found, beginning a curve to the right having a Radius of 271.69 feet;
- 5: Along said curve to the right whose chord bears, North 79 degrees 50 minutes 37 seconds West, 108.99 feet to an iron rod found, at the end of said curve;
- 6: North 68 degrees 23 minutes 03 seconds West, 127.69 feet to an iron rod found, for the southwest corner hereof;
- 7: North 03 degrees 08 minutes 52 seconds West, 829.15 feet to an iron rod found, in said line, in the southerly line of The Colony MUD 1A, Section 1, Phase A, a subdivision in Bastrop County, Texas, recorded in Cabinet 6, Page 129A, Plat records, Bastrop County, Texas, same being the northwest corner of said 10.559 Acre Tract, for the northwest corner hereof;

THENCE North 86 degrees 50 minutes 39 seconds East, along the southerly line of said The Colony Mud 1A, Section 1, Phase A, along the southerly line of said 7.052 Acre Tract, along the northerly line of said 10.559 Acre Tract, 550.95 feet to the POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS TO BE USED IN CONJUNCTION WITH THE ATTACHED SURVEY PLAT (BY SEPARATE INSTRUMENT), ONLY.


Edward Rumsey
TX R.P.L.S #5729
Job # A0601122

06/29/2022
Date

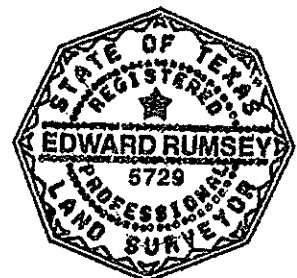


Exhibit "B"

ANNEXATION SERVICE PLAN

**CITY OF BASTROP
MUNICIPAL SERVICES PLAN
FOR ANNEXATION OF +/- 10.60 ACRES OUT THE A98 NANCY
BLAKEY SURVEY ADJACENT TO THE CITY OF BASTROP
MUNICIPAL LIMITS**

**Owner: SIS Bastrop LLC
Acreage +/-10.60 Acres**

This Municipal Services Plan (“**Plan**”) is entered into on this 23rd day of July 2024 and between the City of Bastrop, Texas, a home-rule municipality of the State of Texas (“**City**”) and SIS Bastrop LLC, a Limited Liability Company (“**Owner**”).

RECITALS

WHEREAS, the described tract is situated in Bastrop County, Texas, and consists of approximately 10.60+/- acres of land situated in the City’s extraterritorial jurisdiction, such property being more particularly described and setforth in Exhibit A attached and incorporated herein by reference (“**Property**”); and

WHEREAS, SIS Bastrop LLC (the “**Owner**”) has voluntarily requested full-purpose annexation of the Property; and

WHEREAS, when a municipality elects to annex such an area, the municipality is required to enter into a written agreement with the property owner that sets forth services to be provided by the municipality for the properties in the affected area; and

WHEREAS, the City services to be provided for the Property on or after the effective date of annexation are provided for herein.

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Plan is only applicable to the Property, more specifically described in Exhibit A.
2. **INTENT.** It is the intent of the City that this Plan provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Plan, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and developer or property owner participation in accordance with applicable City ordinances, and all approved rules, regulations, and policies.

The City hereby declares the following services to be made available to the Property and its Owner(s):

- a. **Police Services.** The City provides municipal police protection through a City Police Department and will provide the service to the area once annexed.
- b. **Fire Services.** The City of Bastrop intends to submit a petition to remove the area from ESD #1 territory, per the Health and Safety Code, Section 775.022 (a) to become the sole provider of emergency services to the annexed area. Until the petition process is complete, fire suppression will continue to be provided from ESD #1, as provided by such service provider's authorized service plans and approved areas, and as approved by the citizens in the election for ESD services for this tract.

ESD #1 fire suppression services may, however, be supplemented by services provided by the Bastrop Fire Department and ESD #2 pursuant to mutual aid and/or interlocal policies, and agreements. If so, such fire response services will be provided from the Bastrop Fire Department (Bastrop Station No. 1) located at 802 Chestnut Street in Bastrop, Texas, or ESD #2, Still Forest Station (Bluebonnet No. 1) located on 213 Still Forest Drive in Cedar Creek, Texas, or future stations located in proximity to the Property. In addition, fire prevention activities will be provided by the City of Bastrop's Fire Marshall's office, as needed.

- c. **Building Inspection/Code Enforcement Services.** The City of Bastrop will provide building inspection and code enforcement services upon annexation. The Building Inspection Department will also assist in issuance and enforcement activities related to all other applicable City of Bastrop Codes and regulations that apply to building construction within the City of Bastrop.
- d. **Libraries.** Bastrop Public Library provides library services.
- e. **Environmental Health & Health Code Enforcement.** The Bastrop County Health Department will continue to oversee the enforcement of the State, County, and City of Bastrop's health ordinances and regulations, for example, those related to inspections of commercial kitchens, mobile food vendors, food preparation establishments, and handling operations. The City will perform other enforcement of the City of Bastrop's health and sanitation ordinances and regulations, including but not limited to weed, brush control, and control over junked and abandoned vehicles. This service will be provided by the City's Code Enforcement Department and Police Department and shall begin in this Property on the effective date of the annexation. Additionally, the City's control of dilapidated structures will be handled by the City pursuant to its regulations and Code.
- f. **Planning & Zoning.** The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.

- g. Parks & Recreation.** All services and amenities associated with the City's Parks and Recreation activities will extend to the Property on the effective date of the annexation ordinance.
- h. Street & Drainage Maintenance.** The City will maintain public streets over which the City has jurisdiction. Maintenance to the street facilities will continue to be provided in accordance with the City's policies and procedures for City streets and roadways. Bastrop County shall continue to be responsible for County Roads, and TxDOT shall continue to be responsible for State of Texas highways and farm to market roadways, pursuant to their statutory authorities. As new subdivisions and development occurs within the Property, the developers of property may be required to dedicate appropriate right-of-way and construct City streets in accordance with the City of Bastrop's Subdivision Code, regulations, and policies that are in place at the time of the development. Upon completion of, dedication to, and the City's acceptance of, new streets and public rights-of-way, the City shall provide ongoing operation and maintenance for those streets, rights-of-way, and roadways.

The City will provide maintenance on existing public drainage systems and floodplain management of the Property. Developers will provide stormwater drainage and meet floodplain requirements as per the City's Code, regulations, and policies, and such facilities will be inspected by the City's Engineer at the time of completion of such facilities. The City will maintain public drainage facilities within the City right-of-way, as per the City's Code, regulations, and policies.

- i. Street Lighting.** The City will provide street lighting to the Property in any public right-of-way in accordance with standard City Policy as the Property develops.
- j. Traffic Engineering.** The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the Property.
- k. Sanitation/Solid Waste Collection & Disposal.** The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Progressive Waste Solutions of TX d/b/a Waste Connections of Texas, which will be notified of all newly-annexed parcels.
- l. Water Service.** The Property will be served water by the AQUA.
- m. Sewer Service.** The Property will be served by wastewater service by the City of Bastrop. Extension of services to serve the Property will be at the Owner's expense.
- n. Miscellaneous.** All other applicable municipal services will be provided to the Property in accordance with policies established by the City.

It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

The City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

4. **AUTHORITY.** City represents that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Plan.
5. **SEVERABILITY.** If any term or provision of this Plan is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Plan shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Plan a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid, or unenforceable.
6. **INTERPRETATION.** The Parties to this covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
7. **GOVERNING LAW AND VENUE.** This Plan and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Plan are performable in Bastrop County, Texas such that exclusive venue for any action arising out of this Plan shall be in Bastrop County, Texas.
8. **NO WAIVER.** The failure of either Party to insist upon the performance of any term or provision of this Plan or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
9. **GOVERNMENTAL POWERS.** It is understood that by execution of this Plan, the City does not waive or surrender any of its governmental powers or immunities.
10. **COUNTERPARTS.** This Plan may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
11. **CAPTIONS.** The captions to the various clauses of this Plan are for informational purposes only and shall not alter the substance of the terms and conditions of this Plan.
12. **PLAN BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Plan is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Plan constitutes covenants running with the land comprising the Property and is binding on the Owner.
13. **ENTIRE PLAN.** It is understood and agreed that this Plan contains the entire agreement

between the Parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter, except as may be set forth in the Development Agreement. No oral understandings, statements, promises or inducements contrary to the terms of this Plan exist. This Plan cannot be changed or terminated orally.

[The remainder of this page intentionally left blank.]

EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

CITY:

City of Bastrop, Texas

a Texas home-rule municipal corporation

Attest:

By: *Victoria Bencik*
Name: *Victoria Bencik*
Title: City Secretary *Assistant+VP*

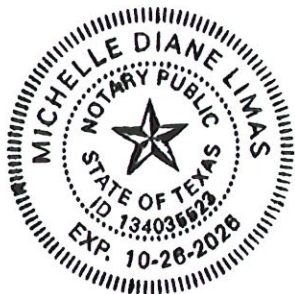
By: *Sylvia Carrillo-Trevino*
Name: Sylvia Carrillo-Trevino
Title: City Manager

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me on this 23 day of August, 2024, by Sylvia Carrillo-Trevino, City Manager of the City of Bastrop, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)



Michelle Diane Limas
Notary Public, State of Texas

OWNER:

SIS Bastrop, LLC
(a Texas limited Liability Company)

By: SIS Bastrop, LLC
(a Texas limited liability company)

By: Iqbal M. Media
Name: Iqbal D. Media
Title: Manager

THE STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was acknowledged before me on the 5th day of August, 2024, by Iqbal D. Media, Manager of SIS Bastrop, LLC, a ., a Texas limited liability company, on behalf of said entities.



Kristine Estes
Notary Public, State of Texas